THESE LISTING PARTICULARS HAVE BEEN PREPARED SOLELY FOR THE PURPOSES OF ADMITTING THE NOTES TO THE OFFICIAL LIST AND TRADING ON THE GLOBAL EXCHANGE MARKET OF EURONEXT DUBLIN

LISTING MEMORANDUM

Virgin Media Vendor financing Notes III Designated Activity Company

£500,000,000 4.875% Vendor Financing Notes due 2028
£400,000,000 4.875% Vendor Financing Notes due 2028

September 15, 2020

Application has been made to the Irish Stock Exchange PLC trading as Euronext Dublin ("**Euronext Dublin**") for the £500,000,000 4.875% Vendor Financing Notes due 2028 (the "**Initial Notes**") and the the £400,000,000 4.875% Vendor Financing Notes due 2028 (the "**Further Notes**", together with the Initial Notes, the "**Notes**") issued by Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company) (the "**Issuer**") to be admitted to its Official List and to trading on the Global Exchange Market. The Notes were issued pursuant to the trust deed dated as of June 17, 2020 (the "**Trust Deed**"), between, among others, the Issuer, as issuer, BNY Mellon Corporate Trustee Services Limited, as notes trustee (the "**Notes Trustee**") and BNY Mellon Corporate Trustee Services Limited, as security trustee (the "**Security Trustee**"). Except as otherwise provided in the Trust Deed, the Notes will be treated as one single class for all purposes under the Indenture including, without limitation, waivers, amendments, redemptions and offers to purchase.

This Listing Memorandum together with the Offering Circular dated June 3, 2020 (the "**Initial Notes Offering Circular**") and the Offering Circular dated June 10, 2020 (the "**Further Notes Offering Circular**" and together with the Initial Notes Offering Circular, the "**Offering Circulars**") which are attached hereto as Annex A and Annex B (respectively), constitute listing particulars (the "**Listing Particulars**") for the purposes of admitting the Notes to Euronext Dublin's Official List and to trading on its Global Exchange Market and has been approved by Euronext Dublin. Any capitalized term used herein, but not otherwise defined or referenced in this Listing Memorandum, shall have the meaning ascribed to such term in the Offering Circulars. For the purposes of the listing particulars with Euronext Dublin only, where any statement contained in this Listing Memorandum contradicts a statement in the Offering Circulars, the statement in this Listing Memorandum shall take precedence and supersedes the Offering Circulars, unless the context otherwise requires.

The Issuer accepts responsibility for the information contained in the Listing Particulars. To the best of the knowledge of the Issuer (who has taken all reasonable care to ensure that such is the case) the information contained in the Listing Particulars is in accordance with the facts and does not omit anything likely to affect the import of such information. Any information sourced from third parties contained in this Listing Particulars has been accurately reproduced and, as far as the Issuer and the Obligors are aware and are able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading

Arthur Cox Listing Services Limited (the "**Listing Agent**") is acting for the Issuer and for no one else in connection with the listing of the Notes and will not be responsible to anyone other than the Issuer.

No person has been authorised to give any information or to make any representation other than those contained in these Listing Particulars in connection with the listing, offering and sale of the

Notes and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer or the directors of the Issuer.

The Listing Particulars do not constitute an offer of, or an invitation by, or on behalf of, the Issuer to subscribe for, or purchase, any of the Notes. The Listing Particulars may not be used for or in connection with an offer to, or a solicitation by, anyone in any jurisdiction or in any circumstances in which such an offer or solicitation is not authorised or is unlawful.

The distribution of the Listing Particulars and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. The Notes may not be offered, sold, or accepted, directly or indirectly, and neither these Listing Particulars nor any other offering material or advertisement in connection with the Notes may be distributed or published, in or from any country or jurisdiction except under circumstances that will result in compliance with any and all applicable laws, orders, rules and regulations of such country or jurisdiction. Persons into whose possession these Listing Particulars come are required by the Issuer to inform themselves about and observe any restrictions on the distribution of these Listing Particulars and the offering, sale and delivery of the Notes. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, nor under any other securities laws of any jurisdiction in which such offer, sale or delivery would be unlawful, including any member state of the European Economic Area. Accordingly, unless an exception under such act or laws is applicable, the Notes may not be offered, sold or delivered, directly or indirectly, in or into the United States or any jurisdiction in which such offer, sale or delivery would be unlawful or to or for the account or benefit of any United States person or resident of any jurisdiction in which such offer, sale or delivery would be unlawful. Neither the Listing Memorandum nor the Offering Circular is a prospectus for the purposes of Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**") (or any legislation which implements the Prospectus Regulations).

GENERAL INFORMATION:

1. The consolidated financial statements of Virgin Media Inc. ("**Virgin Media**") as of and for the year ended December 31, 2019 (the "**2019 Consolidated Financial Statements**") and Virgin Media's Quarterly Report for the three months ended March 31, 2020 (the "**2020 Quarterly Report**") include the Issuer, VMIH and the subsidiary Obligors.

2. The condensed consolidated financial statements of Virgin Media as of and for the six months ended June 30, 3030 (the "**2020 Q2 Report**"), released on August 18, 2020, are incorporated into these listing particulars as Annex C, and include the Issuer, VMIH and the subsidiary Obligors.

3. There has been no significant change in the financial or trading position of the Obligors since June 30, 2020 and no material adverse change in the prospects of the Obligors since December 31, 2019.

4. The Issuer has two directors. The directors of the Issuer as of the date of these Listing Particulars are Jane McCullough and Romira Hoxana. The business address of the director of the Issuer is 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. There are no potential conflicts of interests between any duties to the Issuer and their private interests and or other duties.

5. The Obligors' details are as follows:

    a. Virgin Media Investment Holdings Limited ("**VMIH**"), a direct wholly-owned subsidiary of Virgin Media Finance and a private limited company incorporated under the laws of England and Wales on March 15, 1996, with registered number 03173552 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom. The rights of any shareholder in VMIH are contained in the articles of association of VMIH, and VMIH will be managed in accordance with those articles, its other constituting documents and the provisions of the law of England and Wales.

    b. Virgin Media Limited ("**VML**"), a private limited company incorporated under the laws of England and Wales on March 13, 1991, with registered number 02591237 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom. The rights of any shareholder in VML are contained in the articles of association of VML, and VML will be managed in accordance with those articles, its other constituting documents and the provisions of the law of England and Wales.

    c. Virgin Mobile Telecoms Limited ("**VMTL**"), a private limited company incorporated under the laws of England and Wales on January 29, 1999, with registered number 03707664 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom. The rights of any shareholder in VMTL are contained in the articles of association of VMTL, and VMTL will be managed in accordance with those articles, its other constituting documents and the provisions of the law of England and Wales.

    d. Virgin Media Senior Investments Limited ("**VMSL**"), a private limited company incorporated under the laws of England and Wales on September 7, 2016, with registered number 10362628 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom. The rights of any shareholder in VMSL are contained in the articles of association of VMSL, and VMSL will be managed in accordance with those articles, its other constituting documents and the provisions of the law of England and Wales.

6. VMIH, VMTL and VMSL have five directors. Gillian Elizabeth James, Mine O. Hifzi, Roderick Gregor McNeil, Severina-Pompilia Pascu and Caroline B.E. Withers serve on the boards of VMIH, VMTL and VMSL. The business Address of the directors of VMIH, VMTL and VMSL is 500 Brook Drive, Reading, United Kingdom, RG2 6UU.

7. VML has seven directors. The directors of VML are Gillian Elizabeth James, Mine O. Hifzi, Jeffrey Noel Dodds, Lutz Markus Schuler, Roderick Gregor McNeil, Severina-Pompilia Pascu and Caroline B.E. Withers. The business Address of the directors of VML is 500 Brook Drive, Reading, United Kingdom, RG2 6UU.

8. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had (since the Issuer's date of incorporation) a significant effect on the Issuer's financial position or profitability.

9. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Obligors are aware) that may have or have had (covering at least the previous 12 months) a significant effect on any of the Obligors' financial position or profitability.

10. Satisfaction on a *pro-rata* basis of fees or other remuneration and indemnity payments (if any) then payable to Euronext Dublin, and any costs, charges, liabilities and expenses incurred by Euronext Dublin, will rank first on a *pari passu* basis in the order of Post-Enforcement Priority of Payments.

11. So long as the Notes are listed on the Official List of Euronext Dublin, copies of the Constitution of the Issuer, the constitution of each of the Obligors, the Trust Deed, the Agency and Account Bank Agreement, the Framework Assignment Agreement, the Accounts Payable Management Services Agreement, the Corporate Administration Agreement, the New VM Financing Facility Agreement, the Expenses Agreement, the Issue Date Arrangements Agreement., the 2019 Consolidated Financial Statements, and the 2020 Quarterly Report will be available upon reasonable request to the Issuer and the Paying Agent during usual business hours on any weekdays (Saturdays, Sundays and public holidays excepted).

12. The Issuer accepts responsibility for the accuracy of the information contained in these Listing Memorandum prepared by Virgin Media. The Issuer confirms that this information has been accurately reproduced and as far as the Issuer is aware and able to ascertain from the information provided by Virgin Media, no facts have been omitted which would render this information inaccurate or misleading.

13. There are no potential conflicts of interests between the duties owed to VMIH by any of the members of the board of directors of VMIH and their private interests or other duties.

14. KPMG LLP, a limited liability partnership incorporated in England with registration number OC301540, is a member of the ICAEW (the Institute of Chartered Accountants in England and Wales), of Chartered Accountants' Hall, Moorgate Place, London EC2R 6EA.

    Except to the extent expressly incorporated by reference in the Offering Circulars at the time of listing, the website of Virgin Media and the information included therein does not constitute, and should not be considered, a part of these Listing Particulars.

ANNEX A

OFFERING CIRCULAR OF JUNE 3, 2020

IMPORTANT NOTICE

THIS OFFERING IS AVAILABLE ONLY TO INVESTORS WHO ARE EITHER (1) QUALIFIED INSTITUTIONAL BUYERS ("QIBs") UNDER RULE 144A UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND ALSO QUALIFIED PURCHASERS UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940 (AS DEFINED BELOW) OR (2) NON-U.S. PERSONS OUTSIDE OF THE U.S. (AND, IF INVESTORS ARE RESIDENT IN A MEMBER STATE (AS DEFINED BELOW) OF THE EUROPEAN ECONOMIC AREA (THE "EEA"), OR OF THE U.K., A QUALIFIED INVESTOR AND NOT A RETAIL INVESTOR (EACH AS DEFINED BELOW)).

THE NOTES ARE NOT ELIGIBLE FOR PURCHASE BY OR USING THE ASSETS OF A BENEFIT PLAN INVESTOR OR ANY OTHER EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED) WHICH IS SUBJECT TO SIMILAR LAWS.

IMPORTANT: You must read the following before continuing. The following applies to the offering circular, the offering circular and documents incorporated by reference herein (together, the "**Offering Circular**") following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of this Offering Circular. In accessing this Offering Circular, 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, THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR ANY OTHER JURISDICTION, AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")), 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.

THIS OFFERING CIRCULAR HAS BEEN PREPARED ON THE BASIS THAT ANY OFFER OF THE NOTES IN ANY MEMBER STATE OF THE EEA WILL BE MADE PURSUANT TO AN EXEMPTION UNDER REGULATION (EU) 2017/1129 (THE "**PROSPECTUS REGULATION**") FROM THE REQUIREMENT TO PUBLISH A PROSPECTUS FOR OFFERS OF NOTES (AS DEFINED IN THIS OFFERING CIRCULAR). THIS OFFERING CIRCULAR IS NOT A PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS REGULATION.

THE FOLLOWING OFFERING CIRCULAR 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 Circular or make an investment decision with respect to the securities, investors must be either (1) Qualified Institutional Buyers (within the meaning of Rule 144A under the Securities Act ("**Rule 144A**")) ("**Qualified Institutional Buyers**" or "**QIBs**") and also Qualified Purchasers (within the meaning of Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3 under, the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**" or "**ICA**")) ("**Qualified Purchasers**") or (2) non-U.S. persons outside the U.S.; *provided* that investors resident in a member state of the EEA (each a "**Member State**") or the U.K. must be a qualified investor (within the meaning of the Prospectus Regulation). This Offering Circular is being sent at your request and, by accepting the e-mail and accessing this Offering Circular, you shall be deemed to have represented to us that (1) you and any customers you represent are either (a) QIBs who are also Qualified Purchasers or (b) non-U.S. persons and that the electronic mail address that you gave us and to which this Offering Circular has been delivered is not located in the U.S., its territories and possessions, any state of the U.S. or the District of Columbia (where "possessions" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) (and if you are resident in a Member State or the U.K., you are a qualified investor and not a retail investor (as defined below)) and (2) that you consent to delivery of such Offering Circular by electronic transmission.

You are reminded that this Offering Circular has been delivered to you on the basis that you are a person into whose possession this Offering Circular 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 Circular to any other person.

The materials relating to the 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 the offering be made by a licensed broker or dealer and the initial purchasers identified in the Offering Circular (the "**Initial Purchasers**") or any affiliate of the Initial Purchasers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the Initial Purchasers or such affiliate on behalf of the Issuer in such jurisdiction.

This Offering Circular 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 an initial purchaser, the Issuer, Virgin Media Investment Holdings Limited, Virgin Media Inc., Liberty Global plc. or any person who controls them 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 Circular 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 Circular has been delivered to you on the basis that you are a person into whose possession this Offering Circular 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 Circular to any other person. You will not transmit the attached Offering Circular (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.

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 U.S. or to U.S. persons except to persons that are both (i) Qualified Institutional Buyers and also (ii) Qualified Purchasers.

The securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA or the U.K. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EC (as amended, "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the securities or otherwise making them available to retail investors in the EEA or the U.K. has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or the U.K. may be unlawful under the PRIIPs Regulation.

This communication is directed solely at persons who (i) are outside the U.K., (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 Orde**r"), (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 Financial Services Markets Act 2000 ("**FSMA**")) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons"). This Offering Circular must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Offering Circular 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 Circular or any of its contents.

CONFIDENTIAL
OFFERING CIRCULAR

NOT FOR GENERAL CIRCULATION
IN THE UNITED STATES OR TO U.S. PERSONS

£500,000,000 4.875% Vendor Financing Notes due 2028
issued by

DOLYA HOLDCO 17 DESIGNATED ACTIVITY COMPANY (to be renamed VIRGIN MEDIA VENDOR FINANCING NOTES III DESIGNATED ACTIVITY COMPANY)

Application will be made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for the Notes (as defined below) to be listed on its Official List (the "**Official List**") and be admitted for trading on the Global Exchange Market thereof, which is not a regulated market (pursuant to the provisions of Directive 2014/65/EU (as amended, "**MiFID II**")). Application will be made to Euronext Dublin for this preliminary offering circular (the "**Offering Circular**") to be approved as listing particulars. Such approval relates only to the Notes which are to be admitted to trading on the Global Exchange Market. It is anticipated that listing will take place as soon as practicable after June 17, 2020 (the "**Issue Date**"). There is no assurance that the Notes will be listed on the Official List of Euronext Dublin or admitted for trading on the Global Exchange Market thereof. Dolya Holdco 17 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes III Designated Activity Company), a designated activity company incorporated under the laws of Ireland with registered number 669525 (the "**Issuer**"), will issue the £500,000,000 4.875% vendor financing notes due 2028 (the "**Notes**") on or about the Issue Date.

The Notes will bear interest at the rate per annum equal to 4.875% as described herein. Interest will be payable in pound sterling semi-annually in arrears on January 15 and July 15 of each year, commencing on January 15, 2021, subject to adjustment for non-business days (each, an "**Interest Payment Date**"). The initial Maturity Date (as defined herein) will be July 15, 2028.

On or following the Issue Date, the net proceeds of the issuance of the Notes plus any upfront payments payable by Virgin Media Investment Holdings Limited ("**VMIH**") under the New VM Financing Facility Agreement (as defined herein), will be used by the Issuer to finance the purchase of VM Accounts Receivable (as defined herein) pursuant to the Framework Assignment Agreement (including the Block Transfer) (each as defined herein). It is expected that the Issuer will complete the Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. To the extent that there are not sufficient VM Accounts Receivable available for purchase on the first Value Date (as defined herein) falling on or after the Issue Date, the Issuer will advance any excess proceeds from the issuance of the Notes to VMIH, as the borrower under the New VM Financing Facility Agreement, as Excess Cash Loans (as defined herein) under the Excess Cash Facility (as defined herein). On the Issue Date, the Issuer will also fund the Subscription Proceeds (as defined herein) under the Issue Date Facility (as defined herein) to VMIH, pursuant to the New VM Financing Facility Agreement.

The Notes will be subject to tax redemption and illegality redemption. Additionally, the Notes may be redeemed at any time prior to July 15, 2023, at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to the redemption date and a "make-whole" premium as further described in Condition 6(d) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Make-Whole Redemption Event*"). The Notes may also be redeemed at any time on or after July 15, 2023, at the redemption prices described in Condition 6(e) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption Event on or after July 15, 2023*"), plus accrued and unpaid interest to the redemption date. Each of the foregoing redemptions are subject to the relevant provisions of Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*") under "*Terms and Conditions of the Notes*".

Following a change of control as defined under the New VM Financing Facility Agreement, VMIH will be required to offer to prepay the New VM Financing Facility Loans (as defined herein). Following receipt of such prepayment offer, the Issuer will launch a consent solicitation to set (i) the Maturity Date of the Notes as the New Maturity Date (as defined herein) and (ii) the redemption price of the Notes on the New Maturity Date at 101% of the principal amount of the Notes ("**Accelerated Redemption Price**"), plus accrued and unpaid interest to the New Maturity Date, in accordance with the relevant provisions of Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*"). If holders of more than 50% of the aggregate principal amount of Notes consent to the foregoing requests, the Issuer will inform VMIH that it accepts the prepayment offer, and VMIH will prepay the New VM Financing Facility Loans at par, plus accrued and unpaid interest thereon, together with a payment equal to 1% of the principal amount of the Excess Cash Loans and Interest Facility Loans so prepaid. Following such prepayment, the Issuer will redeem all of the Notes on the New Maturity Date at the Accelerated Redemption Price, plus accrued and unpaid interest to the New Maturity Date. Additionally, the Notes may be redeemed prior to the Maturity Date in connection with an Approved Exchange Offer (as defined herein). See Conditions 6(j) and 6(k) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Approved Exchange Offer*").

The Issuer is dependent upon payments it receives in respect of the Assigned Receivables (as defined herein) and under the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement (as defined herein) and the related agreements to make payments on the Notes. The Issuer will apply payments it receives in respect of the Assigned Receivables, the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement and such related agreements, including in respect of principal and interest, to make payments on the Notes in accordance with Condition 7 ("*Payments*"). Payment of principal and interest will be limited to the amount of funds available from time to time for that purpose in accordance with the terms of the Trust Deed (as defined herein).

The Notes will be limited recourse and senior obligations of the Issuer. The Notes will be secured by the security granted over the following (collectively, the "**Notes Collateral**"): (i) the Issuer's rights, title, benefit and interest in, to and under the Assigned Receivables; (ii) the Issuer's rights under all contracts, agreements, deeds and documents to which it is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including, without limitation, the New VM Financing Facility Agreement, the Expenses Agreement, the Framework Assignment Agreement and the Issue Date Arrangements Agreement (as defined herein)); (iii) the Issuer Transaction Accounts (as defined herein), and all amounts at any time standing to the credit thereto; and (iv) all other present and future property, assets and undertakings of the Issuer, but excluding, for the purposes of (i) to (iv), the Irish Excluded Assets (as defined herein), in favour of BNY Mellon Corporate Trustee Services Limited (the "**Security Trustee**") for the benefit of the Secured Parties (as defined herein) pursuant to the Notes Security Documents (as defined herein). None of Virgin Media Inc. ("**Virgin Media**") nor any of its subsidiaries will guarantee or provide any security or any other credit support to the Issuer with respect to its obligations under the Notes. Other than under the limited circumstances described herein, Noteholders (as defined herein) will not have a direct claim on the cash flow or assets of Virgin Media or any of its subsidiaries, and neither Virgin Media nor any of its subsidiaries has any obligation, contingent or otherwise, to pay amounts due under the Notes, or to make funds available to the Issuer for those payments, other than the obligations of (i) the Obligors (as defined herein) to make payments to the Issuer in respect of the Assigned Receivables, (ii) the Obligors to make payments to the Issuer in respect of the New VM Financing Facility Agreement or (iii) VMIH to make payments to the Issuer under the Expenses Agreement, and in each case of (i) to (iii) above, any agreements related thereto to which they are party.

Subject to certain conditions, the Issuer will be entitled, at its option and without the consent of the Noteholders, to issue further Notes (the "**Further Notes**") having the same terms and conditions (except as to issue date and initial interest paid in respect of their first interest period) as, and being fungible with, the Notes. The expression "**Notes**" shall in this Offering Circular, unless the context otherwise requires, include the Notes as well as any "**Further Notes**".

This Offering Circular does not constitute a prospectus for the purpose of Regulation (EU) 2017/1129 (as amended) (the "**Prospectus Regulation**"). The Issuer is not offering the Notes in any jurisdiction in circumstances that would require a prospectus to be prepared pursuant to the Prospectus Regulation.

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 Notes are being offered only (i) in offshore transactions to non-U.S. persons outside the United States, who are not retail investors in the EEA, in reliance on Regulation S under the Securities Act ("**Regulation S**") and (ii) in the United States to, or for the account or benefit of, persons that are (x) qualified institutional buyers ("**QIBs**") in accordance with Rule 144A under the Securities Act ("**Rule 144A**") and also (y) Qualified Purchasers (within the meaning of Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3 under, the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"). Prospective purchasers are hereby notified that resales of the Notes may be made in reliance on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. Each purchaser of a Note will make (or in the case of a resale) be deemed to make certain acknowledgments, representations, warranties and certifications. It is possible that the Notes may constitute an "ownership interest" in a "covered fund" within the meaning of the Volcker Rule. See "*Risk Factors—Risks Relating to Regulatory Initiatives—Volcker Rule*". For a description of certain restrictions on transfer, see "*Plan of Distribution*" and "*Transfer Restrictions*".

The Notes are expected to be delivered to investors in book-entry form through Euroclear Bank S.A./N.V. as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream**"), on or about the Issue Date.

Deutsche Bank AG, London Branch, Credit Suisse Securities (Europe) Limited, ING Bank N.V., London Branch, ABN AMRO Bank N.V., Banca IMI S.p.A., Crédit Agricole Corporate and Investment Bank, Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH, Mediobanca Banca di Credito Finanziario S.p.A. and RBC Europe Limited have agreed to subscribe to the Notes as initial purchasers and are collectively referred to herein as the "**Initial Purchasers**". It is expected that delivery of the Notes to investors will be made in book-entry form through Euroclear and Clearstream on or about the Issue Date.

Particular attention is drawn to the Section of this Offering Circular entitled "*Risk Factors*" and "*Risk Factors*" in the 2019 Annual Report (as defined in this Offering Circular) incorporated by reference herein.

Issue price for the Notes: 100.000%

Joint Physical Bookrunners

Deutsche Bank **Credit Suisse**

Joint Bookrunners

ING **ABN AMRO** **Banca IMI** **Crédit Agricole CIB**

Lloyds Bank Corporate Markets Wertpapierhandelsbank **Mediobanca** **RBC Capital Markets**

The date of this Offering Circular is June 3, 2020.

You should rely only on the information contained in this Offering Circular, or incorporated by reference herein. Neither the Issuer nor Virgin Media nor any of the Initial Purchasers has authorized anyone to provide you with different information. Neither the Issuer nor Virgin Media 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 Circular is accurate at any date other than the date on the front of this Offering Circular, nor should you assume that the information incorporated by reference in this Offering Circular is accurate at any date other than the date of the incorporated document.

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For certain legal and other information regarding the Issuer provided in connection with the listing and trading of the Notes on the Official List of Euronext Dublin please refer to "*Listing and General Information*".

Neither the Issuer nor Virgin Media has authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information contained in this Offering Circular (including information incorporated by reference herein). You must not rely on unauthorized information or representations.

This Offering Circular 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 contained in this Offering Circular is current only as of the date on the cover page, and may change after that date , and the information incorporated by reference into this Offering Circular is current only as of the date of such incorporated document, and may change after that date. For any time after the cover date of this Offering Circular, Virgin Media does not represent that its affairs are the same as described in this Offering Circular or that the information in this Offering Circular is correct, nor does Virgin Media imply those things by delivering this Offering Circular or selling securities to you. For any time after the date of any incorporated document, neither the Issuer nor Virgin Media represents that its affairs are the same as described therein or in any incorporated document or that the information in such incorporated document is correct, nor do the Issuer or Virgin Media imply those things by delivering this Offering Circular or selling securities to you. Virgin Media will not guarantee or provide any credit support to the Issuer with respect to its obligations under the Notes.

The Issuer and the Initial Purchasers are offering to sell the Notes only in places where offers and sales are permitted. If a jurisdiction requires that the 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, the offering shall be deemed to be made by the Initial Purchasers or such affiliate on behalf of the Issuer in such jurisdiction.

The Issuer is 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 Circular. Any representation to the contrary is a criminal offense in the United States.

This Offering Circular 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 the Issuer reasonably believes to be both (x) Qualified Institutional Buyers as defined in Rule 144A under the Securities Act, and also (y) Qualified Purchasers within the meaning of Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3 under, the Investment Company Act, and (ii) to non-U.S. persons in offshore transactions complying with Rule 903 or Rule 904 of Regulation S under the Securities Act. Its use for any other purpose is not authorized. This Offering Circular 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 and Qualified Purchasers described in (i) above or to persons considering a purchase of the Notes in offshore transactions described in (ii) above.

This Offering Circular is for distribution only to persons who (i) 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**"), (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 U.K. 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 Circular 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 Circular relates is available only to relevant persons and will be engaged in only with relevant persons.

This Offering Circular has been prepared on the basis that any offer of the Notes in any Member State of the EEA or the U.K. will be made pursuant to an exemption under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") from the requirement to publish a prospectus for offers of the Notes. This Offering Circular is not a prospectus for the purposes of the Prospectus Regulation. Accordingly, any person making or intending to make any offer within the EEA or the U.K. of the Notes should only do so in circumstances in which no obligation arises for the Issuer or any of the Initial Purchasers to produce a prospectus for such offer. Neither the Issuer 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 Circular.

Solely for the purposes of the product approval process of each manufacturer, the target market assessment in respect of the Notes described in this Offering Circular has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. The target market and distribution channel(s) may vary in relation to sales outside the EEA or the U.K. in light of local regulatory regimes in force in the relevant jurisdiction. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of such Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

The Notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and all other applicable securities laws. See "*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 Circular. You may be required to bear the financial risks of investing in the Notes for an indefinite period of time.

The Issuer and Virgin Media have prepared this Offering Circular solely for use in connection with this offering and for applying to Euronext Dublin for the Notes to be admitted to listing on its Official List and for trading on its Global Exchange Market. You may not distribute this Offering Circular or make copies of it without the Issuer's and Virgin Media's 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 Circular (including the information incorporated by reference herein) as investment, legal, tax or other advice. You should consult your own counsel, accountant and other advisers as to legal, tax, business, financial, regulatory and related aspects of a purchase of the Notes. You are responsible for making your own examination of Virgin Media and your own assessment of the merits and risks of investing in the Notes. None of the Issuer, Virgin Media or the Initial Purchasers is making any representation to you regarding the legality of an investment in the Notes by you.

The information contained in this Offering Circular (including the information incorporated by reference herein) has been furnished by the Issuer and Virgin Media and other sources the Issuer and Virgin Media believe to be reliable. No representation or warranty, express or implied, is made by the Initial Purchasers or any of their affiliates as to the accuracy, adequacy or completeness of any of the information set out in this Offering Circular or incorporated by reference herein, and nothing contained in this Offering Circular or incorporated by reference herein 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 Circular (including the information incorporated by reference herein) 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 the Issuer and Virgin Media 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 registered office of the Issuer and the specified offices of the paying agent, and may be provided by email to any requesting Noteholder, subject to the paying agent being provided with electronic copies of such documents. All summaries of the documents contained herein are qualified in their entirety by this reference. You agree to the foregoing by accepting this Offering Circular.

The Issuer (except as noted in the following paragraph) and Virgin Media accept responsibility for the information contained in this Offering Circular (including the information incorporated by reference herein). Virgin Media has made all reasonable inquiries and confirmed to the best of its knowledge, information and belief that the information contained in this Offering Circular (including the information incorporated by

reference herein) with regard to Virgin Media, each of its subsidiaries and affiliates, and the Notes is true and accurate in all material respects, that the opinions and intentions expressed in this Offering Circular (including the information incorporated by reference herein) are honestly held, and that it is not aware of any other facts the omission of which would make this Offering Circular (including the information incorporated by reference herein) or any statement contained herein misleading in any material respect, as of the date hereof (and the information incorporated by reference herein, as of the date of such incorporated document).

The Issuer accepts responsibility for the information contained in this Offering Circular (except in relation to the information in respect of Virgin Media, each of its subsidiaries and affiliates, and industry, statistical and market-related data included herein, for which Virgin Media takes sole responsibility). To the best of the knowledge and belief of the Issuer, the information contained in this Offering Circular for which it takes responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

To the fullest extent permitted by law, none of the Initial Purchasers accepts any responsibility for the contents of this Offering Circular or for any statement made or purported to be made therein. The Initial Purchasers accordingly disclaim all and any liability, whether arising in tort or contract or otherwise which they might otherwise have in respect of this Offering Circular or any such statement. Neither the Initial Purchasers, nor any of their affiliates, agents, directors, officers and employees accepts any responsibility to any person for any acts or omissions of the Issuer, Virgin Media or any of their affiliates, agents, directors, officers or employees relating to this offering, this Offering Circular or any other document executed in connection with this offering. The Initial Purchasers are only acting for the Issuer in connection with the transactions referred to in this Offering Circular and no one else and will not be responsible to anyone other than the Issuer for providing the protections offered to clients of the Initial Purchasers or for providing advice in relation to the offering, the transactions or any arrangement or other matter referred to herein.

No person is authorized in connection with any offering made pursuant to this Offering Circular to give any information or to make any representation not contained in this Offering Circular (including the information incorporated by reference herein), and, if given or made, any other information or representation must not be relied upon as having been authorized by the Issuer, Virgin Media or the Initial Purchasers. The information contained in this Offering Circular is current at the date hereof, and the information incorporated by reference herein is current as of the date of such incorporated document. Neither the delivery of this Offering Circular 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 Circular or incorporated by reference herein or in either the Issuer's or Virgin Media's affairs since the date of this Offering Circular or the date of the relevant incorporated document.

The Issuer reserves the right to withdraw this offering of Notes at any time, and the Issuer 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 Circular and the offer and sale of the Notes may be restricted by law in some jurisdictions. Persons into whose possession this Offering Circular 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 Circular 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 Circular. You must also obtain any consents or approvals that you need in order to purchase any Notes. None of the Issuer, Virgin Media or the Initial Purchasers is responsible for your compliance with these legal requirements. You may be required to bear the financial risks of investing in the Notes for an indefinite period of time.

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 (as defined herein), which will be delivered through Euroclear and Clearstream (together, the "**Clearing Systems**" and each a "**Clearing System**"). Interests in the Global Notes will be exchangeable for definitive notes only in certain limited circumstances. See "*Book-Entry Clearance Procedures*" and "*Form of the Notes*" found elsewhere in this Offering Circular.

STABILIZATION

IN CONNECTION WITH THIS OFFERING, DEUTSCHE BANK AG, LONDON BRANCH (THE "**STABILIZING MANAGER**") (OR PERSONS ACTING ON BEHALF OF THE 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 MANAGER (OR PERSONS ACTING ON BEHALF OF THE 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.

NOTICE TO U.S. INVESTORS

Each purchaser of Notes will be deemed to have made the representations, warranties and acknowledgments that are described in this Offering Circular 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 new 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 Circular, you agree not to offer, sell, resell, transfer or deliver, directly or indirectly, any new Note to the public.

CERTAIN VOLCKER RULE CONSIDERATIONS

The Issuer relies on an analysis that it does not come within the definition of "investment company" under the U.S. Investment Company Act because of the exemption provided under Section 3(c)(7) thereunder. Consequently, the Issuer may be considered to be a "covered fund" for purposes of Section 13 of the Bank Holding Company Act, as amended, together with the rules, regulations and published guidance promulgated thereunder, as amended (the "**Volcker Rule**"). See "*Risk Factors—Risks Relating to Regulatory Initiatives—Volcker Rule*" and "*Transfer Restrictions*".

PROHIBITION OF OFFERS TO EEA OR U.K. RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or the U.K. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EC (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. No key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or the U.K. has been prepared. Offering or selling the notes or otherwise making them available to any retail investor in the EEA or the U.K. may be unlawful under the PRIIPs Regulation.

PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET

Solely for the purposes of the product approval process of each manufacturer, the target market assessment in respect of the Notes described in this Offering Circular has led to the conclusion that: (i) the target market for such Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of such Notes to eligible counterparties and professional clients are appropriate. The target market and distribution channel(s) may vary in relation to sales outside the EEA and the U.K. in light of local regulatory regimes in force in the relevant jurisdiction. Any person subsequently offering, selling or recommending such Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of such Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

NOTICE TO EEA AND U.K. INVESTORS

In relation to each Member State and the U.K., each Initial Purchaser has represented and agreed that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular to the public in that Member State and the U.K. other than:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), as permitted under the Prospectus Regulation, subject to obtaining the prior consent of the relevant Initial Purchaser or Initial Purchasers nominated by the Issuer for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation; *provided* that no such offer of the Notes shall require the publication by the Issuer or any Initial Purchaser of a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation. Accordingly, any person making or intending to make any offer within the EEA or the U.K. of the Notes should only do so in circumstances in which no obligation arises for the Issuer or Virgin Media or the Initial Purchasers to publish a prospectus, pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor the Initial Purchasers have authorized, nor do the Issuer or Virgin Media or any Initial Purchaser authorize, the making of any offer of 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 Circular.

For the purposes of this provision, the expression an "offer of notes to the public" in relation to any Notes in any 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 and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129 and includes any relevant implementing measure in any Member State and the U.K.

Each subscriber for or purchaser of the Notes in the offering located within a Member State or the U.K. will be deemed to have represented, acknowledged and agreed that it is a "qualified investor" within the meaning of the Prospectus Regulation. The Issuer, the Initial Purchasers and their affiliates, and others will rely upon the trust and accuracy of the foregoing representation, acknowledgment and agreement.

NOTICE TO CERTAIN EUROPEAN INVESTORS

Austria. This Offering Circular has not been or will not be approved and/or published pursuant to the Austrian Capital Markets Act (*Kapitalmarktgesetz*) as amended. Neither this Offering Circular nor any other document connected therewith constitutes a prospectus according to the Austrian Capital Markets Act and neither this Offering Circular 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 29 April 2004 as amended, or any other laws applicable in Germany governing the issue, offering and sale of securities. This Offering Circular has not been approved under the German Securities Prospectus Act (*Wertpapierprospektgesetz*) or the Prospectus Regulation and accordingly the Notes may not be offered publicly in Germany.

France. This Offering Circular 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 Circular nor any other offering material may be distributed to the public in France.

Italy. The offering of the Notes has not been cleared by *Commissione Nazionale per le Società e la Borsa*, the Italian Securities Exchange Commission ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, directly or indirectly, nor may copies of this Offering Circular or any other offering circular, prospectus, form of application, advertisement, other offering material or other information or document relating to the Issuer, or the Notes be issued, distributed or published in Italy, either on the primary or on the secondary market, except:

(i) to qualified investors (*investitori qualificati*), as defined by Article 2, paragraph (e) of the Prospectus Regulation; or

(ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-*ter* of CONSOB Regulation No. 11971 of May 14, 1999, as amended from time to time ("**Regulation No. 11971**"), and the applicable Italian laws.

Any offer, sale or delivery of the Notes or distribution of copies of this Offering Circular or any other document relating to the Notes in Italy under (i) or (ii) above must be:

(a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Legislative Decree No. 58 of February 24, 1998, as amended (the "**Financial Services Act**"), CONSOB Regulation No. 20307 of 15 February 2018, as amended ("**Regulation No. 20307**") and Legislative Decree No. 385 of September 1, 1993, as amended (the "**Banking Act**"); and

(b) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Any investor purchasing the Notes is solely responsible for ensuring that any offer or resale of the Notes by such investor occurs in compliance with applicable laws and regulations.

Ireland. No action may be taken with respect to the Notes in Ireland otherwise than in conformity with the provisions of (a) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended, the "**MiFID Regulations**"), including, without limitation, Regulation 5 (*Requirement for Authorisation (and certain provisions concerning MTFs and OTFs)*) thereof or any codes of conduct made under the MiFID Regulations and the provisions of the Investor Compensation Act 1998 (as amended), (b) the Companies Act 2014 (as amended, the "**Companies Act**"), the Central Bank Acts 1942 to 2019 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989 (as amended), (c) the Prospectus Regulation, (d) the European Union (Prospectus) Regulations 2019 (as amended) (the "**Irish Prospectus Regulations**") and any rules issued under Section 1363 of the Companies Act by the Central Bank of Ireland and (e) the Market Abuse Regulations (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules or guidance issued by the Central Bank of Ireland under Section 1370 of the Companies Act.

Grand Duchy of Luxembourg. This Offering Circular has not been approved by and will not be submitted for approval to the Luxembourg Supervision Commission of the Financial Sector (*Commission de Surveillance du Secteur Financier*) for purposes of a public offering or sale in Luxembourg. Accordingly, the Notes may not be offered or sold to the public in Luxembourg, directly or indirectly, and neither this Offering Circular 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 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, as amended (the "**Prospectus Act**") and implementing the Prospectus Regulation. Consequently, this Offering Circular and any other offering circular, offering memorandum, 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.

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 other than to qualified investors (*gekwalificeerde beleggers*) as defined in The Netherlands Financial Supervision Act (*Wet op het financieel toezicht*).

Spain. This offering or this Offering Circular have 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*").

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

United Kingdom. This Offering Circular is for distribution only to, and is only directed at, persons who (i) are investment professionals, as such term is defined in Article 19(5) of 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 U.K. or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of 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 Circular 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 document 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 Circular or any of its contents.

THIS OFFERING CIRCULAR AND THE INFORMATION INCORPORATED BY REFERENCE HEREIN CONTAINS IMPORTANT INFORMATION THAT YOU SHOULD READ BEFORE YOU MAKE ANY DECISION WITH RESPECT TO AN INVESTMENT IN THE NOTES.

DOCUMENTS INCORPORATED BY REFERENCE

We incorporate by reference certain information posted by us on the website of Liberty Global plc ("**Liberty Global**") as set forth below, which means that we can disclose certain information to you by referring you to those documents. The information that is incorporated by reference is considered to be part of this Offering Circular:

We incorporate by reference into this Offering Circular the following documents posted on the website of Liberty Global (*http://www.libertyglobal.com*):

- the 2019 Annual Report (as defined herein, as available on Liberty Global's website as of March 13, 2020; and
- the 2020 Quarterly Report (as defined herein), as available on Liberty Global's website as of May 27, 2020.

Except to the extent expressly incorporated by reference herein, the website of Liberty Global and the information included therein does not constitute, and should not be considered, a part of this Offering Circular.

Any statement contained in a document that is incorporated by reference herein will be modified or superseded for all purposes to the extent that a statement contained in this Offering Circular, or in any other document that was subsequently posted on Liberty Global's website and incorporated by reference herein, modifies or is contrary to that previous statement. Any statement so modified or superseded will not be deemed a part of this Offering Circular, except as so modified or superseded.

You should rely only upon the information provided in this Offering Circular 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 Circular or any document incorporated by reference herein is accurate as of any date other than that on the front cover of the document.

CURRENCY PRESENTATION AND DEFINITIONS

In this Offering Circular: (i) "£", "sterling" and "pound sterling" refer to the lawful currency of the U.K., (ii) "euro", "Euro" and "€" refer to the single currency of the member states of the European Union ("**EU**") participating in the third stage of economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended or supplemented from time to time, and (iii) "U.S. dollar", "dollar", "US$" and "$" refer to the lawful currency of the United States. Virgin Media's consolidated financial results are reported in pound sterling. Unless otherwise indicated, convenience translations into pound sterling or any other currency have been calculated at the March 31, 2020 market rate.

Definitions

As used in this Offering Circular:

"**2016 Receivables Financing Notes**" refers to the 2016 RFN Issuer's £800 million aggregate principal amount outstanding of its 5.5% Receivables Financing Notes due 2024.

"**2016 RFN Issuer**" refers to Virgin Media Receivables Financing Notes I Designated Activity Company.

"**2016 VM Financing Facilities**" has the meaning ascribed to it under "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—2016 VM Financing Facilities*".

"**2018 Receivables Financing Notes**" refers to the 2018 RFN Issuer's £400 million aggregate principal amount outstanding of its 5.75% Receivables Financing Notes due 2023, which are expected to be redeemed in connection with the issuance of the Notes. See "*General Description of Virgin Media's Business, the Issuer and the Offering—2018 Receivables Financing Notes Redemption*".

"**2018 Receivables Financing Notes Redemption**" has the meaning ascribed to it under "*General Description of Virgin Media's Business, the Issuer and the Offering—2018 Receivables Financing Notes Redemption*".

"**2018 RFN Issuer**" refers to Virgin Media Receivables Financing Notes II Designated Activity Company.

"**2018 VM Financing Facilities**" has the meaning ascribed to it under "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—2018 VM Financing Facilities*".

"**2019 Annual Report**" refers to the annual report of Virgin Media as of and for the year ended December 31, 2019, which includes, among other sections, the Annual Consolidated Financial Statements, a description of Virgin Media's business, an independent auditors' report and management's discussion and analysis of financial condition and results of operations, incorporated by reference herein.

"**2020 Quarterly Report**" refers to the 2020 Quarterly Report of Virgin Media as of and for the three months ended March 31, 2020, which includes, the Interim Condensed Consolidated Financial Statements and management's discussion and analysis of financial condition and results of operations, incorporated by reference herein.

"**2020 Restatement Date**" means May 15, 2020.

"**2022 VM 4.875% Dollar Senior Notes**" refers to Virgin Media Finance's $900.0 million aggregate original principal amount of its 4.875% senior notes due 2022.

"**2022 VM 5.25% Dollar Senior Notes**" refers to Virgin Media Finance's $500.0 million aggregate original principal amount of its 5.25% senior notes due 2022.

"**2022 VM Senior Notes**" refers collectively to the 2022 VM 5.25% Dollar Senior Notes, the 2022 VM 4.875% Dollar Senior Notes and the 2022 VM Sterling Senior Notes.

"**2022 VM Sterling Senior Notes**" refers to Virgin Media Finance's £400.0 million aggregate original principal amount of its 5.125% senior notes due 2022.

"**2024 VM Dollar Senior Notes**" refers to Virgin Media Finance's $500.0 million aggregate original principal amount of its 6.00% senior notes due 2024.

"**2025 VM Dollar Senior Notes**" refers to Virgin Media Finance's $400.0 million aggregate original principal amount of its 5.75% senior notes due 2025, which were partially redeemed in connection with the May 2020 Notes Redemption and which are expected to be redeemed in full in connection with the 2025 VM Senior Notes Redemption.

"**2025 VM Euro Senior Notes**" refers to Virgin Media Finance's €460.0 million aggregate original principal amount of its 4.50% senior notes due 2025, which are expected to be redeemed in full in connection with the 2025 VM Senior Notes Redemption.

"**2025 VM Senior Notes**" refers collectively to the 2025 VM Dollar Senior Notes and the 2025 VM Euro Senior Notes, which are expected to be redeemed in full in connection with the June 2020 Transactions.

"**2025 VM Senior Notes Redemption**" has the meaning ascribed to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—Notes Redemption*".

"**2025 VM Senior Secured Notes**" refers to Virgin Media Secured Finance's £521.3 million aggregate original principal amount of its 6.00% senior secured notes due 2025.

"**2026 VM Senior Secured Notes**" refers to Virgin Media Secured Finance's $750.0 million aggregate original principal amount of its 5.50% senior secured notes due 2026.

"**2027 VM 4.875% Senior Secured Notes**" refers to Virgin Media Secured Finance's £525.0 million aggregate original principal amount of its 4.875% senior secured notes due 2027.

"**2027 VM 5.00% Senior Secured Notes**" refers to Virgin Media Secured Finance's £675.0 million aggregate original principal amount of its 5.00% senior secured notes due 2027.

"**2027 VM Senior Secured Notes**" refers collectively to the 2027 VM 4.875% Senior Secured Notes and the 2027 VM 5.00% Senior Secured Notes.

"**2029 VM 5.25% Senior Secured Notes**" refers collectively to the Original 2029 VM 5.25% Senior Secured Notes and the Additional 2029 VM 5.25% Senior Secured Notes.

"**2029 VM 6.25% Senior Secured Notes**" refers collectively to the Original 2029 VM 6.25% Senior Secured Notes and the Additional 2029 VM 6.25% Senior Secured Notes, a portion of which were redeemed in connection with the proceeds of the Additional 2029 VM Dollar Senior Secured Notes.

"2029 VM Dollar Senior Secured Notes" refers collectively to the Original 2029 VM Dollar Senior Secured Notes and the Additional 2029 VM Dollar Senior Secured Notes.

"**2029 VM Senior Secured Notes**" refers collectively to the 2029 VM 5.25% Senior Secured Notes, 2029 VM Dollar Senior Secured Notes and 2029 VM 6.25% Senior Secured Notes.

"**2030 VM 4.25% Senior Secured Notes**" refers to Virgin Media Secured Finance's £400.0 million aggregate original principal amount of its 4.25% senior secured notes due 2030.

"**Accelerated Maturity Event**" has the meaning assigned to such term in Condition 6(g) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Accelerated Maturity Event*").

"**Account Bank**" refers to The Bank of New York Mellon, London Branch, a banking corporation organized and existing under the laws of the state of New York, acting through its branch office at One Canada Square, London E14 5AL, England in its capacity as account bank under the Agency and Account Bank Agreement, or any successors or assigns thereunder.

"**Accounts Payable Management Services Agreement**" or "**APMSA**" refers (i) the Existing APMSA, and (ii) following an SCF Platform Addition, the Existing APMSA and any accounts payable management services agreement (or equivalent) to be entered into between, *inter alios*, the Platform Provider and VMIH as Obligors' Parent, in each case of (i) and (ii), as amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement), or otherwise modified from time to time.

"**Additional 2029 VM 5.25% Senior Secured Notes**" refers to Virgin Media Secured Finance's £40.0 million aggregate original principal amount of its 5.25% senior secured notes due 2029, issued on August 1, 2019.

"**Additional 2029 VM 6.25% Sterling Senior Secured Notes**" refers to Virgin Media Secured Finance's £175.0 million aggregate original principal amount of its 6.25% senior secured notes due 2029, issued on April 1, 2014.

"**Additional 2029 VM Dollar Senior Secured Notes**" refers to Virgin Media Secured Finance's $600.0 million aggregate original principal amount of its 5.50% senior secured notes due 2029, issued on July 5, 2019.

"**Administrator**" refers to The Bank of New York Mellon, London Branch, a banking corporation organized and existing under the laws of the state of New York, acting through its branch office at One Canada Square, London E14 5AL, England in its capacity as administrative agent under the Agency and Account Bank Agreement, or any successor thereunder approved or appointed by the Issuer.

"**Agency and Account Bank Agreement**" refers to the agreement to be entered into on the Issue Date between, *inter alios*, the Issuer, the Administrator and the Account Bank, as amended and restated from time to time.

"**Agent**" refers to, as the context requires, the Registrar, Paying Agent, Transfer Agent, Administrator and/or Account Bank.

"**Annual Consolidated Financial Statements**" refers to Virgin Media's audited consolidated financial statements, which comprise the consolidated balance sheets of Virgin Media and its subsidiaries as of December 31, 2019 and 2018, the related consolidated statements of operations, comprehensive earnings (loss), owner's deficit and cash flows for the years ended December 31, 2019, 2018 and 2017, and the related notes thereto, and which are included in the 2019 Annual Report, incorporated by reference herein.

"**Applied Discount**" refers to (i) in the context of the APMSA, the discount amount that the Platform Provider will deduct from the Certified Amount in case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA and (ii) in the context of the Framework Assignment Agreement, the discount amount that the Platform Provider will deduct from the Certified Amount in the case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA *less* the Platform Provider Processing Fee.

"**Appointee**" refers to any attorney, agent, delegate or other person properly appointed by the Notes Trustee and/or the Security Trustee in accordance with the Trust Deed to discharge any of its functions or advise it in relation thereto.

"**Approved Exchange Offer**" has the meaning assigned to such term in Condition 6(k) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Approved Exchange Offer*").

"**Approved Platform Receivable**" refers to a Receivable which has been given the status "approved" by an Obligor in an Electronic Data File posted by that Obligor to the SCF Platform Website pursuant to the terms of the Accounts Payable Management Services Agreement.

"**Assigned Receivables**" refers to, at any time of determination, any VM Accounts Receivable, in respect of which there has been an assignment of such VM Accounts Receivable (including pursuant to the Block Transfer) from the Platform Provider to the Issuer pursuant to the terms of the Framework Assignment Agreement and the relevant Assignment Framework Note.

"**Assignment**" refers to the selling and assigning by the Platform Provider of all of its rights, title and interest in and to the relevant Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider) at the relevant Purchase Price Amounts to the Issuer pursuant to the relevant Assignment Framework Note, which shall happen immediately, and without further action on the part of any person or entity, upon payment by the Issuer to the Platform Provider of the relevant Requested Purchase Price Amount (which may be adjusted pursuant to the terms of the Framework Assignment Agreement) on the relevant Value Date.

"**Assignment Framework Note**" refers to an assignment framework note substantially in the form set out in Schedule 1 (Form of Assignment Framework Note) to the Original Framework Assignment Agreement or any other notice under a Framework Assignment Agreement as agreed between the relevant parties.

"**Assignment Notice**" refers to an assignment notice substantially in the form set out in Schedule 2 ("*Form of Assignment Notice*") to the Framework Assignment Agreement, or any other notice as agreed between the relevant parties.

"**Basic Terms Modification**" has the meaning assigned to such term in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*").

"**Benefit Plan Investor**" refers to (I) an employee benefit plan (as defined in Section 3(3) of ERISA), that is subject to the provisions of part 4 of subtitle B of Title I of ERISA, (II) an individual retirement account or other plan or arrangement to which Section 4975 of the Code applies or (III) any entity whose underlying assets include "plan assets" (within the meaning of 29 C.F.R. Section 2510/3-10 (as modified by Section 3(42) of ERISA)) by reason of any such plan's investment in such entity.

"**Block Transfe**r" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—2018 Receivables Financing Notes Redemption*".

"**Business Day**" or "**business day**" refers to each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, The Netherlands, New York, U.S., Dublin, Ireland or London, England are authorized or required by law to close.

"**Certified Amount**" refers to, with respect to a Payment Obligation, the Outstanding Amount of such Payment Obligation on the Certified Amount Fixed Date.

"**Certified Amount Fixed Date**" refers to the date the relevant Electronic Data File is uploaded in respect of a Payment Obligation.

"**Clearing Systems**" or "**Clearing System**" refers to Euroclear and/or Clearstream, as appropriate.

"**Clearstream**" refers to Clearstream Banking, S.A.

"**Code**" refers to the United States Internal Revenue Code of 1986, as amended.

"**Collected Amount**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**Collected Premium Amounts**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**Collected Principal Amount**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**Committed Principal Proceeds**" refers to the amount available to the Issuer from time to time for the purchase of VM Accounts Receivable equal to an amount representing the net proceeds of the Notes offered hereby, *plus* the net proceeds of the issuance of any Further Notes *plus*, in each case, any upfront payments payable by VMIH pursuant to the New VM Financing Facility Agreement in connection therewith. On the Issue Date, the Committed Principal Proceeds will equal £500.0 million.

"**Conditions**" refers to the terms and conditions of the Notes as set out in the Section of this Offering Circular entitled "*Terms and Conditions of the Notes*".

"**Confirmed Payment Date**" refers to, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the date (which cannot be changed) specified as such in the Electronic Data File when the Certified Amount is due and payable by the Obligors to the Relevant Recipient.

"**Consolidated Financial Statements**" refers collectively to the Interim Condensed Consolidated Financial Statements and the Annual Consolidated Financial Statements.

"**Constitution**" refers to the constitution of the Issuer as may be in force from time to time.

"**Corporate Administration Agreement**" refers to the agreement entered into on or prior to the Issue Date between the Corporate Servicer and the Issuer.

"**Corporate Servicer**" refers to TMF Administration Services Limited, having its registered office at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland, in its capacity as corporate services provider under the Corporate Administration Agreement.

"**Covenant EBITDA**" has the meaning assigned to such term in "*Description of Virgin Media—Certain Relationships and Related Party Transactions of Virgin Media*".

"**Credit Note**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**Definitive Note**" refers to each note issued or to be issued in definitive, fully registered form in, or substantially in, the form set out in the Trust Deed.

"**Direct Participants**" refers to Noteholders who, as accountholders, hold their interests in Global Notes directly through Euroclear or Clearstream.

"**Dodd-Frank Act**" refers to the United States Dodd-Frank Wall Street Reform and Consumer Protection Act.

"**EEA**" refers to the European Economic Area.

"**Electronic Data File**" refers to an electronic file substantially in the form set out in Schedule 3 to the Accounts Payable Management Services Agreement.

"**ERISA**" refers to the United States Employee Retirement Income Security Act of 1974, as amended.

"**EURIBOR**" refers to the Euro Interbank Offered Rate.

"**Euroclear**" refers to Euroclear Bank S.A./N.V., as operator of the Euroclear system.

"**Euronext Dublin**" refers to The Irish Stock Exchange plc, trading as Euronext Dublin.

"**Excess Arrangement Payment**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**Excess Cash Facility**" refers to the revolving facility to be made available by the Issuer to the New VM Financing Facility Borrower (as defined herein) under the New VM Financing Facility Agreement pursuant to Clause 2.1 thereof.

"**Excess Cash Loans**" refers to loans made or to be made under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement.

"**Exchange Act**" refers to the United States Securities Exchange Act of 1934, as amended.

"**Excluded Buyer**" refers to Virgin Media Ireland Ltd., a private company limited by shares incorporated under the laws of Ireland with registered number 435668 whose registered office is at Building P2, Eastpoint Business Park, Clontarf, Dublin 3, Ireland, as the "Excluded Buyer" pursuant to and in accordance with the Framework Assignment Agreement.

"**Existing APMSA**" means the amended and restated accounts payable management services agreement originally dated September 20, 2013 (and amended and restated on the 2020 Restatement Date) between, *inter alios*, the Platform Provider and VMIH as Obligors' Parent;

"**Existing VM Financing Facilities**" refers collectively to the 2016 VM Financing Facilities and the 2018 VM Financing Facilities.

"**Existing VM Indentures**" refers collectively to the Existing VM Senior Notes Indentures and the Existing VM Senior Secured Notes Indentures.

"**Existing Senior Notes**" refers collectively to the 2022 VM Senior Notes, the 2024 VM Senior Notes and the 2025 VM Senior Notes.

"**Existing Senior Notes Indentures**" refers collectively to the indentures governing the Existing Senior Notes.

"**Existing Senior Secured Notes**" refers collectively to the 2025 VM Senior Secured Notes, the 2026 VM Senior Secured Notes, the 2027 VM Senior Secured Notes, the 2029 VM Senior Secured Notes and the 2030 VM Senior Secured Notes.

"**Existing Senior Secured Notes Indentures**" refers collectively to the indentures governing the Existing Senior Secured Notes.

"**Expenses Agreement**" refers to the agreement to be entered into on the Issue Date between the New VM Financing Facility Borrower and the Issuer.

"**Extraordinary Resolution**" has the meaning assigned to such term in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*").

"**FATCA**" refers to

(a) sections 1471 to 1474 of the Code or any associated regulations or other official guidance;

(b) any agreement pursuant to the implementation of paragraph (a) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction; or

(c) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) or (b) above.

"**Fitch**" refers to Fitch Ratings Inc., or its successors and assigns.

"**Framework Assignment Agreement**" refers to (i) the framework assignment agreement dated on or about the Issue Date between, *inter alios*, the Issuer, the Platform Provider and VMIH, and (ii) following an SCF Platform Addition, (A) the framework assignment agreement dated on or about the Issue Date between, *inter alios*, the Issuer, the Platform Provider and VMIH, and (B) any receivables assignment agreement (or equivalent) to be entered into between, *inter alios*, the Issuer, the Platform Provider and VMIH, in each case of (i) and (ii), as may be amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement) or otherwise modified from time to time, and pursuant to which the Issuer will purchase eligible VM Accounts Receivable from the Platform Provider. As used herein, the term "Framework Assignment Agreement" may also refer to, as the context may require, the Framework Assignment Agreement and the Assignment Framework Notes.

"**FSMA**" refers to the Financial Services and Markets Act 2000 of the United Kingdom.

"**Further Notes**" refers to the further vendor financing notes which the Issuer will be entitled, at its option and without the consent of the Noteholders, to issue, having the same terms and conditions (except as to issue date and initial interest paid in respect of their first interest period) as, and being fungible with, the Notes.

"**GBP LIBOR**" refers to LIBOR denominated in pound sterling.

"**Global Exchange Market**" refers to the Global Exchange Market of Euronext Dublin.

"**Global Note**" refers to any Regulation S Global Note or Rule 144A Global Note.

"**Group Intercreditor Deed**" refers to the Group Intercreditor Deed originally entered into on March 3, 2006, among Deutsche Bank AG, London Branch as facility agent and security trustee, the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (each as defined therein), as amended and restated on June 13, 2006, July 10, 2006, May 15, 2008, October 30, 2009, January 8, 2010 and April 19, 2017, and as may be amended, modified, supplemented, extended or replaced from time to time.

"**High Yield Intercreditor Deed**" refers to the High Yield Intercreditor Deed originally entered into on April 13, 2004 among Deutsche Bank AG, London Branch as facility agent and security trustee, Virgin Media Finance, VMIH, The Bank of New York as high yield trustee and the senior lenders party 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 relevant indentures.

"**Indirect Participants**" refers to Noteholders who hold their interests in Global Notes indirectly through Direct Participants.

"**ING**" refers to ING Bank N.V., together with its successors and permitted assigns.

"**Initial Purchasers**" refers, collectively, to Deutsche Bank AG, London Branch, Credit Suisse Securities (Europe) Limited, ING Bank N.V., London Branch, ABN AMRO Bank N.V., Banca IMI S.p.A., Crédit Agricole Corporate and Investment Bank, Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH, Mediobanca Banca di Credito Finanziario S.p.A. and RBC Europe Limited.

"**Interest Facility**" refers to the revolving facility to be made available by the Issuer to the New VM Financing Facility Borrower pursuant to Clause 2.2 of the New VM Financing Facility Agreement.

"**Interest Facility Loans**" refers to loans made or to be made under the Interest Facility pursuant to the New VM Financing Facility Agreement.

"**Interest Payment Date**" refers to the days on which interest on the Notes will be payable in pound sterling semi-annually in arrears: January 15 and July 15 of each year, commencing on January 15, 2021 subject to adjustment for non-business days.

"**Interest Proceeds Account**" refers to the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank through which the Issuer will finance the payment of interest on the Notes and fund Interest Facility Loans to the New VM Financing Facility Borrower. See "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**Interim Condensed Consolidated Financial Statements**" refers to Virgin Media's unaudited condensed consolidated financial statements, which comprise the condensed consolidated balance sheets of Virgin Media and its subsidiaries as of March 31, 2020 and December 31, 2019, and the related condensed consolidated statements of operations, comprehensive earnings (loss), and owner's equity for the three months ended March 31, 2020 and 2019 and condensed consolidated statements of cash flows for the three months ended March 31, 2020 and 2019, and the related notes thereto, and which are included in the 2020 Quarterly Report.

"**Investment Company Act**" refers to the United States Investment Company Act of 1940, as amended.

"**Ireland**" refers to Ireland, excluding, for the avoidance of doubt, Northern Ireland.

"**Irish Excluded Assets**" refers to all assets, property or rights of the Issuer deriving from the Issuer Profit Account and the Corporate Administration Agreement.

"**ISIN**" refers to International Securities Identification Number.

"**Issue Date**" refers to June 17, 2020.

"**Issue Date Arrangements Agreement**" refers to the agreement to be entered into on the Issue Date between the New VM Financing Facility Borrower, the Share Trustee and the Issuer as further discussed under "*Summary of Principal Documents*".

"**Issue Date Facility**" refers to the term facility to be made available by the Issuer to the New VM Financing Facility Borrower pursuant to Clause 2.3 of the New VM Financing Facility Agreement.

"**Issue Date Facility Loan**" refers to any loan to be made under the Issue Date Facility pursuant to the New VM Financing Facility Agreement, and together, the "**Issue Date Facility Loans**".

"**Issue Date Shares**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—The Issuer*".

"**Issuer**" refers to Dolya Holdco 17 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes III Designated Activity Company), a designated activity company incorporated under the laws of Ireland with registered number 669525.

"**Issuer Collection Account**" refers to the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank, into which the Issuer will receive payments on Assigned Receivables and amounts under the New VM Financing Facility Agreement (with any such payments being immediately credited to the Interest Proceeds Account or the Principal Proceeds Account, as applicable).

"**Issuer Event of Default**" has the meaning assigned to such term in Condition 10 ("*Issuer Events of Default*").

"**Issuer Profit**" refers to the payment on the Issue Date into the Issuer Profit Account of (i) of £3,000 as a fee for entering into the Transactions (as defined in the Trust Deed) and (ii) a £100 arrangement fee, in each case, pursuant to the Expenses Agreement.

"**Issuer Profit Account**" refers to the account in the name of the Issuer into which the Issuer Profit is paid pursuant to the Expenses Agreement.

"**Issuer Transaction Accounts**" refers to the Issuer Collection Account, the Interest Proceeds Account and the Principal Proceeds Account.

"**LGC**" refers to Liberty Global Capital Limited.

"**Liberty Global**" refers to Liberty Global plc, with or without its consolidated subsidiaries, as the context requires.

"**LIBOR**" refers to the London Interbank Offered Rate.

"**Maturity Date**" refers to (i) initially, July 15, 2028 and (ii) following an Accelerated Maturity Event, the New Maturity Date.

"**May 2020 Notes Redemption**" has the meaning ascribed to such term in "*General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—Hand Securitization*".

"**Moody's**" refers to Moody's Investors Service, Inc., or its successors and assigns.

"**Net Amount**" means, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the amount to be paid to the relevant Supplier for such Approved Platform Receivable which amount will be specified in the Electronic Data File in respect of such Approved Platform Receivable in accordance with the APMSA. Such Net Amount is intended to be equal to the original face value of the invoice owed to the Supplier less any Credit Notes which are to be applied.

"**Network Extension**" has the meaning assigned to such term in "*Forward-Looking Statements*" in the 2019 Annual Report.

"**New Joint Venture**" has the meaning ascribed to such term in "*General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—Joint Venture Transaction*".

"**New Joint Venture Transaction**" has the meaning ascribed to such term in "*General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—Joint Venture Transaction*".

"**New Maturity Date**" refers to the date that is one Business Day following the Change of Control Prepayment Date (as defined in the New VM Financing Facility Agreement).

"**New VM Financing Facility**" refers to the Excess Cash Facility, the Interest Facility and the Issue Date Facility.

"**New VM Financing Facility Agreement**" refers to the agreement to be entered into on the Issue Date between, *inter alios*, VMIH as the borrower and the Issuer as the lender, as amended, amended and restated, supplemented or otherwise modified from time to time. See "*Summary of Principal Documents*" and "*Annex A: New VM Financing Facility Agreement*".

"**New VM Financing Facility Borrower**" refers to VMIH, in its capacity as the borrower under the New VM Financing Facility Agreement.

"**New VM Financing Facility Guarantors**" refers to the Subsidiary Obligors, each in their capacity as guarantor under the New VM Financing Facility Agreement.

"**New VM Financing Facility Loans**" refers to the Excess Cash Loans, the Interest Facility Loans and any Issue Date Facility Loans.

"**New VM Financing Facility Obligors**" refers to the New VM Financing Facility Borrower and the New VM Financing Facility Guarantors, and "New VM Financing Facility Obligor" refers to any of them.

"**Noteholders**" refers to registered holders of the Notes.

"**Notes**" refers to the £500.0 million 4.875% vendor financing notes due 2028 issued on or about the Issue Date.

"**Notes Collateral**" refers to (i) the Issuer's rights, title, benefit and interest in, to and under the Assigned Receivables; (ii) the Issuer's rights under all contracts, agreements, deeds and documents to which it is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including, without limitation, the New VM Financing Facility Agreement, the Expenses Agreement, the Framework Assignment Agreement and the Issue Date Arrangements Agreement); (iii) the Issuer Transaction Accounts, and all amounts at any time standing to the credit thereto; and (iv) all other present and future property, assets and undertakings of the Issuer, but excluding, for the purposes of (i) to (iv), the Irish Excluded Assets.

"**Notes Secured Obligations**" has the meaning assigned to such term in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*").

"**Notes Security Documents**" refers to the documents evidencing the security interests granted over the Notes Collateral (including, without limitation, the Trust Deed) and any other agreement or instrument from time to time governing a grant of a security interest permitted under the Trust Deed or the provisions of the Conditions to secure the obligations under the Notes.

"**Notes Trustee**" refers to BNY Mellon Corporate Trustee Services Limited, a limited liability company registered in England and Wales, whose registered office is at One Canada Square, London, E14 5AL, England in its capacity as notes trustee under the Trust Deed, and any successors or assigns thereunder.

"**Obligor**" refers to, with respect to each VM Account Receivable, any person (other than the Excluded Buyer) who owes a Payment Obligation in respect of such VM Account Receivable, or any payment undertaking related to such VM Account Receivable, to the Platform Provider or the Issuer pursuant to the Framework Assignment Agreement or the APMSA, in any case, related to such VM Account Receivable, whether such obligation forms the whole or any part of such VM Account Receivable. On the Issue Date, the Obligors will be VMIH, together with each of VML, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited.

"**Obligor Enforcement Notification**" refers to a notice informing an Obligor of an Assignment pursuant to the Framework Assignment Agreement.

"**Obligors' Parent**" refers to VMIH in its capacity, under the Framework Assignment Agreement and the Accounts Payable Management Services Agreement, as parent of the Subsidiary Obligors.

"**Offering Circular**" refers to this Offering Circular dated June 3, 2020.

"**Official List**" refers to Euronext Dublin's Official List.

"**Original 2029 VM 5.25% Senior Secured Notes**" refers to Virgin Media Secured Finance's £300.0 million aggregate original principal amount of its 5.25% senior secured notes due 2029, issued on May 16, 2019.

"**Original 2029 VM 6.25% Senior Secured Notes**" refers to Virgin Media Secured Finance's £225.0 million aggregate original principal amount of its 6.25% senior secured notes due 2029, issued on March 28, 2014.

"**Original 2029 VM Dollar Senior Secured Notes**" refers to Virgin Media Secured Finance's $825.0 million aggregate original principal amount of its 5.50% senior secured notes due 2029, issued on May 16, 2019.

"**Outstanding Amount**" refers to, with respect to a Payment Obligation, an amount equal to (i) the gross amount of the Approved Platform Receivable in respect of which the Payment Obligation arose, less (ii) the sum of all Credit Notes allocated to that Payment Obligation pursuant to the terms of the APMSA.

"**Participants**" refers to Direct Participants together with Indirect Participants in the Clearing Systems.

"**Paying Agent**" refers to The Bank of New York Mellon, London Branch whose registered office is at One Canada Square, London E14 5AL, England, and any successors or assigns.

"**Payment Obligation**" refers to an independent and primary obligation of each Obligor on a joint and several basis to pay to the Relevant Recipient the Certified Amount (as defined in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*") on the Confirmed Payment Date under the APMSA.

"**Platform Provider**" refers to (i) initially, ING Bank N.V., in its capacity as provider and the administrator of the SCF Platform, together with its successors and permitted assigns; (ii) following an SCF Platform Addition, ING Bank N.V. (together with its successors and permitted assigns) and any additional provider and administrator of an additional SCF Platform approved or appointed by VMIH or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns); and (iii) following an SCF Platform Replacement, the successor provider and administrator of the replacement SCF Platform approved or appointed by VMIH or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns).

"**Platform Provider Processing Fee**" refers to the processing fee due to the Platform Provider and LGC as specified in the APMSA, which will initially be 0.20% per annum.

"**Premium**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**Principal Proceeds Account**" refers to the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank through which the Issuer will finance its periodic purchases of VM Accounts Receivable available through the SCF Platform, Excess Cash Loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facility Agreement and the ultimate repayment of principal on the Notes. See "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**Priorities of Payment**" refers to the Pre-Enforcement Priority of Payments as set out in Condition 3(e) ("*Status, Priority and Security—Pre-Enforcement Priority of Payments*") and the Post-Enforcement Priority of Payments as set out in Condition 3(f) ("*Status, Priority and Security—Post-Enforcement Priority of Payments*").

"**Prospectus Regulation**" refers to Regulation (EU) 2017/1129 of the European Parliament and of the council of July 20, 2017 on the prospectus to be published when securities are offered to the public or admitted to trading and amendments thereto, including repealing Directive 2003/71/EC.

"**Purchase Price Amount**" refers to, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount of such VM Account Receivable less the Applied Discount (as used in the context of the Framework Assignment Agreement) calculated as at the relevant Assignment Date.

"**Purchase Price Return Amount**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**QIB**" refers to a "qualified institutional buyer" within the meaning set forth in Rule 144A.

"**Qualified Purchaser**" has the meaning specified in Section 2(a)(51) of the Investment Company Act and Rules 2a51-1, 2a51-2 and 2a51-3 under the Investment Company Act.

"**Ratings Trigger Event**" refers to that the Platform Provider's long-term corporate credit rating is withdrawn, suspended or downgraded below any two of the following:

(a) a rating of "Baa3" (or the equivalent) or lower from Moody's or any of its successors or assigns; and/or

(b) a rating of "BBB-" (or the equivalent) or lower from S&P's or any of its successors or assigns.

"**Recast EU Insolvency Regulations**" refers to Council Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (recast).

"**Receivable**" refers to an amount of money payable by an Obligor to a Supplier as a result of an existing business relationship, evidenced by an invoice, and includes all rights attaching thereto under the relevant contract to which such invoice relates and the APMSA.

"**Receiver**" refers to a receiver, administrative receiver, trustee, administrator, custodian, conservator, liquidator, examiner, curator or other similar official (other than any party, including without limitation the Notes Trustee, the Security Trustee and the Administrator, appointed or otherwise acting pursuant to or in connection with the Transaction Documents).

"**Registrar**" refers to The Bank of New York Mellon SA/NV, Luxembourg Branch acting out of its offices at 2-4 Rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, and any successors or assigns.

"**Regulation S**" refers to Regulation S promulgated under the Securities Act.

"**Regulation S Global Note**" refers to one or more permanent global notes in fully registered form without interest coupons representing the Notes offered hereby and sold to non-U.S. persons in offshore transactions in reliance on Regulation S.

"**Relevant Recipient**" refers to, with respect to a Payment Obligation:

(a) the Platform Provider; or

(b) following a transfer of the Payment Obligation from the Platform Provider to a Transferee (as defined in the Accounts Payable Management Services Agreement) or from one Transferee to another Transferee, the Transferee to whom the Payment Obligation has most recently been transferred.

"**Requested Purchase Price Amount**" has the meaning assigned to such term in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**Rule 144A**" refers to Rule 144A promulgated under the Securities Act.

"**Rule 144A Global Note**" refers to one or more permanent global notes in fully registered form without interest coupons and sold to persons that, at the time of the acquisition, purported acquisition or proposed acquisition of any Note, are both a Qualified Institutional Buyer and a Qualified Purchaser.

"**S&P**" refers to Standard & Poor's Ratings Services, or its successors and assigns.

"**SCF Bank Account**" refers to the bank account or accounts maintained by the Platform Provider in relation to the SCF Platform and used for receipt of payments by the Platform Provider pursuant to the terms of the APMSA, as notified to the Obligors' Parent by the Platform Provider, and which shall be an account in the Netherlands (or as otherwise agreed with the Obligors' Parent).

"**SCF Platform**" refers to the electronic supply chain financing systems, managed by the Platform Provider and administered under the terms of the APMSA, to facilitate receivables financing provided by the Platform

Provider and other participating funding providers, including the Issuer, and made available to VMIH and certain of its subsidiaries (including the Subsidiary Obligors), together with any additional system approved by VMIH or a Subsidiary Obligor pursuant to an SCF Platform Addition and any replacement system approved by VMIH or a Subsidiary Obligor pursuant to an SCF Platform Replacement.

"**SCF Platform Addition**" refers to the addition of another online system established and administered by an additional Platform Provider to facilitate receivables financing made available to VMIH and certain of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by VMIH or a Subsidiary Obligor.

"**SCF Platform Addition Documentation**" refers to the relevant additional Framework Assignment Agreement, together with any amendments, modifications, supplements or additions to any Transaction Document as is reasonably required (in the determination of VMIH) to implement an SCF Platform Addition.

"**SCF Platform Replacement**" refers to the replacement of the then-current SCF Platform with another online system established and administered by a successor Platform Provider to facilitate receivables financing made available to VMIH and certain of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by VMIH or a Subsidiary Obligor.

"**SCF Platform Website**" refers to https://www.ingscfplatform.com/ or such other website address as may be notified by the Platform Provider from time to time.

"**SCF Transfer**" refers to, in respect of a Receivable that has been given the status "approved" by or on behalf of the relevant Obligor in an Electronic Data File posted to the SCF Platform, the transfer and/or acquisition, or deemed transfer and/or acquisition, of all rights, interests and benefit of such Receivable and any related rights from the relevant Supplier to or by the Platform Provider by way of assignment, subrogation or otherwise upon payment of the Net Amount for such Receivable by the Platform Provider to the relevant Supplier pursuant to the terms of the APMSA.

"**SEC**" refers to the United States Securities and Exchange Commission.

"**Secured Parties**" refers to each of the following (here stated in no order of priority):

(a) the Security Trustee and any Receiver, manager or other Appointee appointed under the Trust Deed or any Notes Security Document;

(b) the Notes Trustee and any Appointee of the Notes Trustee, the Noteholders, the Account Bank, the Registrar, Paying Agent, Transfer Agent and Administrator under the Trust Deed and the Agency and Account Bank Agreement; and

(c) any other person who accedes as a beneficiary of the Notes Security Documents.

"**Securities Act**" refers to the United States Securities Act of 1933, as amended.

"**Security Trustee**" refers to BNY Mellon Corporate Trustee Services Limited, a limited liability company registered in England and Wales, whose registered office is at One Canada Square, London, E14 5AL, England in its capacity as security trustee under the Trust Deed, and any successors or assigns thereunder.

"**Share Trustee**" refers to TMF Management (Ireland) Limited, who holds the Shares of the Issuer.

"**Shares**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—The Issuer*".

"**Shortfall Payment**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**Similar Laws**" refers to U.S. federal, state, local, non-U.S. or other laws or regulations that are substantially similar to Section 406 of ERISA or Section 4975 of the Code.

"**Stabilizing Manager**" refers to Deutsche Bank AG, London Branch.

"**Subscription Agreement**" refers to the agreement, governed by English law, to be entered into on or about the date of this Offering Circular among the Issuer, Virgin Media, VMIH and the Initial Purchasers as further described in "*Plan of Distribution*".

"**Subscription Proceeds**" refers to the proceeds received by the Issuer from the Share Trustee subscribing for Issue Date Shares.

"**Subsidiary Obligors**" refers to Virgin Media Limited, a private limited company incorporated under the laws of England and Wales with registered number 02591237 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Mobile Telecoms Limited, a private limited company incorporated under the laws of England and Wales with registered number 03707664 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Media Senior Investments Limited, a private limited company incorporated under the laws of England and Wales with registered number 10362628 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; and any additional "Buyer Subsidiary" (as defined in the Accounts Payable Management Services Agreement) that accedes to the Accounts Payable Management Services Agreement in accordance with its terms, each in its capacity as a Subsidiary Obligor under the Accounts Payable Management Services Agreement, other than the Excluded Buyer (in accordance with the Framework Assignment Agreement).

"**Supplier**" refers to:

(a) the suppliers accepted by the Platform Provider and which are listed in Part A of Schedule 2 to the APMSA (as may be updated or supplemented by the Platform Provider from time to time when any changes to the details set out therein occurs including for the addition of any Additional Suppliers);

(b) any supplier proposed by the Obligors' Parent to the Platform Provider as a supplier and meeting the eligibility criteria set out in Part B of Schedule 2 to the APMSA; and

(c) following an SCF Platform Replacement or SCF Platform Addition, any supplier whose invoices are permitted to be settled under or pursuant to such replacement or additional SCF Platform.

"**TCA 1997**" refers to the Taxes Consolidation Act 1997 of Ireland.

"**Transaction Documents**" refers collectively to the Trust Deed (including, for the avoidance of doubt, the Conditions and the other schedules thereto), the Agency and Account Bank Agreement, the Framework Assignment Agreement (and each Assignment Framework Note delivered in accordance with the terms thereof), the Accounts Payable Management Services Agreement, the Corporate Administration Agreement, the New VM Financing Facility Agreement, the Expenses Agreement, the Issue Date Arrangements Agreement and the other Finance Documents (as defined in the New VM Financing Facility Agreement).

"**Transactions**" refers to the issuance of the Notes offered hereby, the application of the proceeds of the Notes as described under "*Use of Proceeds*" (including the purchase of VM Accounts Receivable pursuant to the Framework Assignment Agreement (and each Assignment Framework Note delivered in accordance with the terms thereof) and the funding of the New VM Financing Facility Loans pursuant to the New VM Financing Facility Agreement), the making or receiving of payments under the New VM Financing Facility Agreement, the entry into the Transaction Documents and the Issuer's performance of its obligations thereunder, as further described in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*".

"**Transfer Agent**" refers to The Bank of New York Mellon, London Branch whose registered office is at One Canada Square, London, E14 5AL and any successors or assigns.

"**Trust Deed**" refers to the trust deed, to be entered into on the Issue Date , as amended, amended and restated, novated, supplemented or otherwise modified from time to time, governing the Notes between, *inter alios*, the Issuer, the Notes Trustee and the Security Trustee.

"**U.K.**" refers to the United Kingdom.

"**U.S.**" or "**United States**" refers to the United States of America.

"**Upload**" refers to an upload by an Obligor or LGC on VMIH's behalf of an Electronic Data File containing details of Receivables payable to a Supplier onto the SCF Platform.

"**U.S. GAAP**" refers to generally accepted accounting principles in the United States.

"**U.S. Risk Retention Rules**" refers to the final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act.

"**Value Date**" refers to, in relation to any Assignment Notice, the "value date" set out therein, which shall be the date falling five Business Days following the receipt by the Issuer of such Assignment Notice (or, in respect of the Assignment Notice in relation to the Block Transfer on the day of receipt of such Assignment Notice) , being the date on which the Issuer is due to pay the relevant Requested Purchase Price Amount into the bank account held by the Platform Provider and specified as the receiving account in such Assignment Notice.

"**Virgin Media**" refers to Virgin Media Inc., an indirect parent company of VMIH, together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"**Virgin Media Communications**" refers to 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 Finance**" refers to Virgin Media Finance PLC, a public limited company incorporated under the laws of England and Wales, together with its successors.

"**Virgin Media Group**" refers to Virgin Media and its subsidiaries.

"**Virgin Media Secured Finance**" refers to Virgin Media Secured Finance PLC, a public limited company incorporated under the laws of England and Wales, together with its successors.

"**VM Account Receivable**" refers collectively to a Payment Obligation which has arisen under the Accounts Payable Management Services Agreement in favor of the Platform Provider and any Receivable relating thereto, solely to the extent that such Receivable has been acquired by the Platform Provider;

"**VM Credit Facility**" refers to the senior facility agreement dated as of June 7, 2013, between, among others, VMIH and certain financial institutions as lenders thereunder, as amended or supplemented from time to time, including as and as amended by amendment letters dated June 14, 2013, July 17, 2015, July 30, 2015, December 16, 2016, April 19, 2017, February 22, 2018 and December 9, 2019, and as described under "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—The VM Credit Facility"*.

"**VM Notes**" refers collectively to the Existing Senior Notes and the Existing Senior Secured Notes.

"**VM Revolving Facility**" refers to the multi-currency revolving loan facility with a maximum borrowing capacity equivalent to £675.0 million granted to certain of the Borrowers (as defined in the VM Credit Facility) pursuant to Clause 2.1 thereof, as described under "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—The VM Credit Facility*".

"**VMIH**" refers to Virgin Media Investment Holdings Limited, a direct wholly-owned subsidiary of Virgin Media Finance and a private limited company incorporated under the laws of England and Wales, with registered number 03173552 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom, together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"**VMIL**" refers to Virgin Media Investments Limited, a direct wholly-owned subsidiary of VMIH, and a private limited company incorporated under the laws of England and Wales, with registered number 07108297 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"**VML**" refers to Virgin Media Limited, an indirect wholly-owned subsidiary of VMIH, and a private limited company incorporated under the laws of England and Wales, with registered number 02591237 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom, together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"**Volcker Rule**" refers to Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, together with the rules, regulations and published guidance promulgated thereunder, as amended.

In this Offering Circular, the terms "we", "our", "our company", and "us" may refer, as the context requires, to Virgin Media or collectively to Virgin Media and its subsidiaries, unless otherwise stated or the context otherwise requires.

For an explanation or definitions of certain technical and industry terms relating to our business as used herein, see "*Glossary*" starting on page G-1 of this Offering Circular.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

The Issuer's Financial Information

As of the date of this Offering Circular, no financial statements of the Issuer are available. Financial statements will be published by the Issuer on an annual basis beginning with the year ending December 31, 2020, and the Issuer will not prepare interim financial statements. As Virgin Media has no variable interest in the Issuer and no ability to control the Issuer, Virgin Media will not consolidate the Issuer.

Virgin Media's Financial Information

This Offering Circular and the information incorporated by reference include financial data from the Consolidated Financial Statements. Unless otherwise indicated, the historical consolidated financial information presented herein of Virgin Media and its subsidiaries has been prepared in compliance with accounting principles generally accepted in the United States ("**U.S. GAAP**"). The historical consolidated results of Virgin Media are not necessarily indicative of the consolidated results that may be expected for any future period.

Virgin Media's consolidated financial results are reported in pound sterling. Unless otherwise indicated, convenience translations into pound sterling have been calculated at the March 31, 2020 market rate.

Other Financial Measures

In this Offering Circular and the information incorporated by reference herein, we present Segment OCF, which is not required by, or presented in accordance with, U.S. GAAP. Segment OCF is the primary measure used by our chief operating decision maker and management to evaluate the operating performance of our businesses. Segment OCF is also a key factor that is used by our internal decision makers to (i) determine how to allocate resources and (ii) evaluate the effectiveness of our management for purposes of annual and other incentive compensation plans. As we use the term, "**Segment OCF**" is defined as operating income before depreciation and amortization, share-based compensation, related-party fees and allocations, provisions and provision releases related to significant litigation and impairment, restructuring and other operating items. Other operating items include (a) gains and losses on the disposition of long-lived assets, (b) third-party costs directly associated with successful and unsuccessful acquisitions and dispositions, including legal, advisory and due diligence fees, as applicable, and (c) other acquisition-related items, such as gains and losses on the settlement of contingent consideration. Our internal decision makers believe Segment OCF is a meaningful measure because it represents a transparent view of our recurring operating performance that is unaffected by our capital structure and allows management to (1) readily view operating trends, (2) perform analytical comparisons and benchmarking between entities and (3) identify strategies to improve operating performance in the different countries in which we operate. We believe our Segment OCF measure is useful to investors because it is one of the bases for comparing our performance with the performance of other companies in the same or similar industries, although our measure may not be directly comparable to similar measures used by other public companies. Segment OCF should be viewed as a measure of operating performance that is a supplement to, and not a substitute for operating income (loss) net earnings, cash flow from operating activities and other U.S. GAAP measures of income or cash flows. We provide a reconciliation of Segment OCF to operating income in this Offering Circular. See "*Summary Financial and Operating Data of Virgin Media*".

Subscriber Data

Each subscriber is counted as a revenue generating unit ("**RGU**") for each broadband communication service subscribed. Thus, a subscriber who receives digital cable television, broadband internet and fixed-line telephony services from us (regardless of their number of telephony access lines) would be counted as three RGUs. Mobile subscribers are counted based on the number of subscriber identification module ("**SIM**") cards in service. The subscriber data included in this Offering Circular, including penetration rates and average monthly subscription revenue earned per average RGU ("**ARPU**"), are determined by management, are not part of Virgin Media's financial statements and have not been audited or otherwise reviewed by an outside independent auditor, consultant or expert or by any of the Initial Purchasers.

Third-Party Information

The information provided in this Offering Circular and incorporated by reference herein on the market environment, market developments, growth rates, market trends and on the competitive situation in the markets and segments in which we operate are based (to the extent not otherwise indicated) on third-party data, statistical information and reports as well as our own internal estimates.

Market studies are frequently based on information and assumptions that may not be exact or appropriate, and their methodology is by nature forward-looking and speculative. This Offering Circular also contains estimates made by us based on third-party market data, which in turn is based on published market data or figures from publicly available sources.

Neither we nor the Initial Purchasers nor their affiliates have verified the figures, market data or other information on which third parties have based their studies nor have such third parties verified the external sources on which such estimates are based. Therefore neither we nor the Initial Purchasers nor their affiliates guarantee, nor do we nor the Initial Purchasers nor their affiliates assume responsibility for, the accuracy of the information from third-party studies presented in this Offering Circular and incorporated by reference herein or for the accuracy of the information on which such estimates are based.

This Offering Circular and the information incorporated by reference herein also contain estimates of market data and information derived therefrom which cannot be gathered from publications by market research institutions or any other independent sources. Such information is based on our internal estimates. In many cases there is no publicly available information on such market data, for example from industry associations, public authorities or other organizations and institutions. We believe that these internal estimates of market data and information derived therefrom are helpful in order to give investors a better understanding of the industry in which we operate as well as our position within this industry. Although we believe that our internal market observations are reliable, our estimates are not reviewed or verified by any external sources. We assume no responsibility for the accuracy of our estimates and the information derived therefrom. These may deviate from estimates made by our competitors or future statistics provided by market research institutes or other independent sources. We cannot assure you that our estimates or the assumptions are accurate or correctly reflect the state and development of, or our position in, the industry.

EXCHANGE RATE INFORMATION

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 Circular. 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. Unless otherwise indicated, convenience translations into pound sterling or any other currency have been calculated at the March 31, 2020 market rate.

	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			
Year ended December 31,				
2015	1.4734	1.5283	1.5872	1.4654
2016	1.2344	1.3501	1.4977	1.2124
2017	1.3513	1.2889	1.3594	1.2047
2018	1.2754	1.3350	1.4339	1.2487
2019	1.3257	1.2768	1.3338	1.2033
Month and Year				
January 2020	1.3206	1.3085	1.3254	1.2989
February 2020	1.2823	1.2954	1.3047	1.2823
March 2020	1.2420	1.2357	1.3317	1.1485
April 2020	1.2594	1.2418	1.2623	1.2231
May 2020	1.2322	1.2295	1.2506	1.2116
June 2020 (through June 2, 2020)	1.2533	1.2512	1.2532	1.2492

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

On June 2, 2020, the exchange rate was $1.2533 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.

FORWARD-LOOKING STATEMENTS

This Offering Circular and the information incorporated by reference herein contain "forward-looking statements" as that term is defined by the U.S. federal securities laws. These forward-looking statements include, but are not limited to, statements other than statements of historical facts contained in this Offering Circular, including, but without limitation, those regarding our expansions, subscriber growth and retention rates, competitive, regulatory and economic factors, the timing and impacts of proposed transactions, the maturity of our markets, the potential impact of the recent outbreak of the novel coronavirus (**COVID-19**) on our company, the anticipated impacts of new legislation (or changes to existing rules and regulations), anticipated changes in our revenue, costs or growth rates, our liquidity, credit risks, foreign currency risks, interest rate risks, target leverage levels, debt covenants, our future projected contractual commitments and cash flows and other information and statements that are not historical fact. In some cases, you can identify these statements by terminology such as "aim", "anticipate", "believe", "continue", "could", "estimate", "expect", "intend", "may", "plan", "potential", "predict", "project", "should", and "will" and similar words used in this Offering Circular.

By their nature, forward-looking statements are subject to numerous assumptions, risks and uncertainties. Many of these assumptions, risks and uncertainties are beyond our control. Accordingly, actual results may differ materially from those expressed or implied by the forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding our present and future business strategies and the environment in which we operate. We caution readers not to place undue reliance on these statements, which speak only as of the date of this Offering Circular, and we expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein, to reflect any change in our expectations with regard thereto, or any other change in events, conditions or circumstances on which any such statement is based.

Where, in any forward-looking statement, we express an expectation or belief as to future results or events, such expectation or belief is expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the expectation or belief will result or be achieved or accomplished.

Risks and uncertainties that could cause actual results to vary materially from those anticipated in the forward-looking statements included in this Offering Circular include those described under "*Risk Factors*" in this Offering Circular and "*Risk Factors*" and "*Quantitative and Qualitative Disclosures about Market Risk*" in the 2019 Annual Report incorporated by reference herein.

The following include some but not all of the factors that could cause actual results or events to differ materially from anticipated results or events:

- economic and business conditions and industry trends in the U.K. and Ireland;
- the competitive environment in the cable television, broadband and telecommunications industries in the U.K. and Ireland, including competitor responses to our products and services;
- fluctuations in currency exchange rates and interest rates;
- instability in global financial markets, including sovereign debt issues in the European Union and related fiscal reforms, including as a result of the COVID-19 pandemic;
- consumer disposable income and spending levels, including the availability and amount of individual consumer debt, including as a result of the COVID-19 pandemic;
- changes in consumer television viewing and broadband internet usage preferences and habits;
- consumer acceptance of our existing service offerings, including our cable television, broadband internet, fixed-line telephony, mobile and business service offerings, and of new technology, programming alternatives and other products and services that we may offer in the future;
- our ability to manage rapid technological changes;
- our ability to maintain or increase the number of subscriptions to our cable television, broadband internet, fixed-line telephony and mobile service offerings and our average revenue per household;
- our ability to provide satisfactory customer service, including support for new and evolving products and services;
- our ability to maintain or increase rates to our subscribers or to pass through increased costs to our subscribers;

- the impact of our future financial performance, or market conditions generally, on the availability, terms and deployment of capital;
- changes in, or failure or inability to comply with, government regulations in the U.K. and Ireland in which we operate and adverse outcomes from regulatory proceedings;
- government intervention that impairs our competitive position including any intervention that would open our broadband distribution networks to competitors and any adverse change in our accreditations or licenses;
- our ability to obtain regulatory approval and satisfy other conditions necessary to close acquisitions and dispositions including the New Joint Venture Transaction, and the impact of conditions imposed by competition and other regulatory authorities in connection with acquisitions, including with respect to the New Joint Venture Transaction;
- our ability to successfully acquire any new businesses and, if acquired, to integrate, realize anticipated efficiencies from, and implement our business plan with respect to the businesses we have acquired or that we expect to acquire;
- changes in laws or treaties relating to taxation, or the interpretation thereof, in the markets in which we operate;
- changes in laws and government regulations that may impact the availability and cost of capital and the derivative instruments that hedge certain of our financial risks;
- our ability to navigate the potential impacts on our business of the U.K.'s departure from the European Union;
- our exposure to the U.S. Risk Retention Rules;
- the ability of suppliers and vendors (including our third-party wireless network providers under our mobile virtual network operator ("**MVNO**") arrangements) to timely deliver quality products, equipment, software, services and access, including as a result of the COVID-19 pandemic;
- the availability of attractive programming for our video services and the costs associated with such programming;
- uncertainties inherent in the development and integration of new business lines and business strategies;
- our ability to adequately forecast and plan future network requirements, including the costs and benefits associated with the network extension program in the U.K. and Ireland (the "**Network Extension**");
- the availability of capital for the acquisition and/or development of telecommunications networks and services;
- problems we may discover post-closing with the operations, including the internal controls and financial reporting process, of businesses we acquire;
- the leakage of sensitive customer data;
- the outcome of any pending or threatened litigation;
- the loss of key employees and the availability of qualified personnel;
- changes in the nature of key strategic relationships with partners and joint venturers, including with respect to the New Joint Venture;
- adverse changes in public perception of the "Virgin" brand, which we and others license from Virgin Enterprises Limited, and any resulting impacts on the goodwill of customers toward us; and
- events that are outside of our control, such as political unrest in international markets, terrorist attacks, malicious human acts, natural disasters, pandemics or epidemics (such as the coronavirus (COVID-19)) and other similar events.

The broadband distribution and mobile services industries are changing rapidly and, therefore, the forward-looking statements of expectations, plans and intent in this Offering Circular, or incorporated by reference herein, are subject to a significant degree of risk. These forward-looking statements and the above-described risks, uncertainties and other factors speak only as of the date of this Offering Circular, and we expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained

herein, to reflect any change in our expectations with regard thereto, or any other change in events, conditions or circumstances on which any such statement is based. Readers are cautioned not to place undue reliance on any forward-looking statement.

We undertake no obligation to review or confirm analysts' expectations or estimates or to release publicly any revisions to any forward-looking statements to reflect events or circumstances after the date of this Offering Circular.

We disclose important factors that could cause our actual results to differ materially from our expectations in this Offering Circular. These cautionary statements qualify all forward-looking statements attributable to us or persons acting on our behalf. When we indicate that an event, condition or circumstance could or would have an adverse effect on us, it means to include effects upon business, financial and other conditions, results of operations and ability to make payments on the Notes.

AVAILABLE INFORMATION

For so long as any of the Notes are "restricted securities" within the meaning of Rule 144A(a)(3) under the U.S. Securities Act, the Issuer will, during any period in which it is neither subject to the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act nor exempt from the reporting requirements of the U.S. Exchange Act under Rule 12g3-2(b) thereunder, provide to the holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner, in each case upon the written request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act.

The Issuer is not currently subject to the periodic reporting and other information requirements of the Exchange Act. However, pursuant to the Trust Deed and so long as the Notes are outstanding, the Issuer will furnish periodic information to holders of the Notes. See "*Terms and Conditions of the Notes*".

GENERAL DESCRIPTION OF VIRGIN MEDIA'S BUSINESS, THE ISSUER AND THE OFFERING

This general description of Virgin Media's business, the Issuer and the offering highlights selected information contained in this Offering Circular, or incorporated by reference herein, regarding Virgin Media and the Notes. It does not contain all the information you should consider prior to investing in the Notes. You should read the entire Offering Circular, and the information incorporated by reference herein carefully 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", "Summary Financial and Operating Data of Virgin Media", in this Offering Circular and "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the 2019 Annual Report and the 2020 Quarterly Report, as applicable, incorporated by reference herein. In this Offering Circular, references to the "company". the "group". "we". "us" and "our". and all similar references, are to Virgin Media and all of its consolidated subsidiaries, unless otherwise stated or the context otherwise requires. Please see page G-1 of this Offering Circular for a glossary of technical terms used in this Offering Circular and the 2019 Annual Report.

Virgin Media's Business

We are a subsidiary of Liberty Global that provides video, broadband internet, fixed-line telephony, mobile services and broadcasting in the U.K. and Ireland. We are one of the U.K.'s and Ireland's largest providers of residential video, broadband internet and fixed-line telephony services in terms of the number of customers. We believe our advanced, deep-fiber cable 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 interactive television services available in the U.K. and Irish markets. As of March 31, 2020, we provided broadband, video and fixed-line telephony to approximately 6.0 million residential customers. We believe we have the highest triple play penetration and an industry leading monthly subscription revenue earned per average customer in the U.K. We provide mobile services to our customers using third-party networks through mobile virtual network operator, or MVNO, arrangements. As of March 31, 2020, we provided mobile telephony services to approximately 3.3 million mobile telephony customers.

We generated revenue of £5,159.0 million and Segment OCF of £2,173.1 million for the twelve months ended March 31, 2020 and revenue of £1,266.3 million and Segment OCF of £512.3 million for the three months ended March 31, 2020. For our definition of Segment OCF and a reconciliation to operating income, see "*Presentation of Financial and Other Information—Other Financial Measures*" and "*Summary Financial and Operating Data of Virgin Media—Virgin Media Summary Operating Data*" in this Offering Circular.

For further information regarding the business of Virgin Media and the services it provides to customers, "*Business*" in the 2019 Annual Report.

The Issuer is a designated activity company incorporated under the laws of Ireland. The Issuer's principal offices are located at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

Virgin Media's Strategy

Our long-term strategy is to increase our revenue and Segment OCF by growing our subscriber base and average total revenue per customer by offering innovative multimedia entertainment bundles and information and communication services. We believe that our quadruple play offering of video, high speed broadband access and fixed-line and mobile telephony will continue to prove attractive to existing and potential customers. We also intend to attract new customers away from our competitors based on our service quality, strong brand loyalty and continued product differentiation, which we are able to offer through the higher speeds of our internet service and advanced video platform. We believe that these factors, combined with increased brand awareness, will benefit our financial performance in future periods. In addition, we continue to examine and pursue opportunities to improve the efficiency of our business and make strategic investments, including our Network Extension program that will drive future revenue and Segment OCF growth. For more information regarding the Network Extension, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Overview*" in the 2020 Quarterly Report and the 2019 Annual Report incorporated by reference herein.

The Issuer

The Issuer, Dolya Holdco 17 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes III Designated Activity Company), was incorporated as a designated activity company in Ireland with registered number 669525 on April 9, 2020 pursuant to the Irish Companies Act 2014 (as amended). The registered office of the Issuer is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland and its telephone number is +353 1 6146240. The Issuer was incorporated for an indefinite duration and has no other commercial name. The authorized share capital of the Issuer is £101,000,000 divided into 1,000,000 ordinary shares of £1.00 each and 100,000,000 Class B non-voting non-dividend-bearing shares of £1.00 each. The Issuer has issued 1 ordinary share (the "**Existing Share**").

On or before the Issue Date, in connection with the offering of the Notes, the Issuer will issue an amount of Class B, non-voting, non-dividend bearing shares of £1.00 each equal to the Minimum Issuer Capitalization Amount (the "**Issue Date Shares**", together with the Existing Share, the "**Shares**"), which are and will be, respectively, fully paid up and held by the Share Trustee under the terms of a declaration of trust dated, to be entered into on or about the Issue Date (the "**Declaration of Trust**").

The Issuer has, and will have, no material assets other than the Assigned Receivables held from time to time, the balances standing to the credit of the Issuer Transaction Accounts and the benefit of the Transaction Documents to which the Issuer is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including the New VM Financing Facility Agreement, the Expenses Agreement, the Issue Date Arrangements Agreement and the Framework Assignment Agreement), such fees (as agreed) payable to it in connection with the issue of the Notes, the sum of £1.00 representing the proceeds of its issued and paid up ordinary share capital which is held in the Issuer Profit Account, and the remainder of the amounts standing to the credit of the Issuer Profit Account. The Issuer is dependent upon payments it receives in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement and the related agreements to make payments on the Notes.

None of Virgin Media, VMIH or their respective subsidiaries have any equity or voting interest in the Issuer, and accordingly, the Issuer will not be consolidated into Virgin Media's consolidated financial statements.

Recent Developments of Virgin Media

New Joint Venture Transaction

On May 7, 2020, Liberty Global and Telefónica SA ("**Telefónica**") announced an agreement to form a 50:50 joint venture (the "**New Joint Venture**") that would combine Virgin Media's operations in the U.K. with Telefónica's mobile business in the U.K. ("**O2**") to create a nationwide integrated communications provider (the "**New Joint Venture Transaction**"). The New Joint Venture Transaction is subject to regulatory approval, a condition that certain recapitalization transactions have occurred and other closing conditions customary for transactions of this type. It is anticipated that the New Joint Venture Transaction will close around the middle of 2021, however there can be no assurance that the New Joint Venture Transaction will occur in a timely manner or at all.

Upon the closing of the New Joint Venture Transaction, it is currently expected that each of the Virgin Media Group and O2 and its operating subsidiaries (the "**O2 Group**") will be wholly owned by the New Joint Venture (which will be a company outside of the Virgin Media Group Restricted Group) and that the contribution of the Virgin Media Group to the New Joint Venture will include any third-party indebtedness of the Virgin Media Group, including the notes offered in connection with the June 2020 Transactions, as of the closing date of the New Joint Venture Transaction. The New Joint Venture Transaction is not expected to constitute a Change of Control under any existing indebtedness of the Virgin Media Group; however, consummation of the New Joint Venture Transaction, including the incurrence of any additional indebtedness by the Virgin Media Group at the time of such consummation, will be required to comply with the terms of the restrictive covenants under the Existing VM Indentures. As currently contemplated, upon completion of the Joint Venture Transaction, the O2 Group will be a sister company to the Virgin Media Group and will not automatically be subject to the restrictive covenants under the Existing VM Indentures. However, if the New Joint Venture Transaction is consummated and certain existing indebtedness of the Virgin Media Group has been refinanced, redeemed, replaced or otherwise repaid, the Virgin Media Finance may elect to designate the O2 Group (or certain members of the O2 Group) as covenant parties that would be subject to the restrictive covenants under the Existing VM

Indentures or merge or otherwise consolidate any members of the Virgin Media Group with members of the O2 Group. Any such designation, or any future merger, consolidation or other combination of any members of the Virgin Media Group with members of the O2 Group, would be required to comply with the terms of the Existing VM Indentures and any other indebtedness of the Virgin Media Group and the O2 Group outstanding at such time.

It is expected that, if the New Joint Venture Transaction is consummated, the New Joint Venture will seek to maintain a target net leverage ratio ranging between 4.0x and 5.0x and will periodically distribute cash dividends to the shareholders of the New Joint Venture subject to maintaining a 5.0x leverage ratio at the end of each year. It is further expected that indebtedness of the New Joint Venture will be incurred as, or effectively hedged to, fixed-rate, sterling-denominated indebtedness.

Virgin Media's operations in Ireland ("**VM Ireland**") are not part of the New Joint Venture Transaction and are expected to be spun-off, distributed, sold or otherwise transferred out of the Virgin Media Group prior to completion of the New Joint Venture Transaction in compliance with the relevant restrictive covenants under the Existing VM Indentures. VM Ireland represented approximately 3.3% of the consolidated total assets as of March 31, 2020, approximately 6.7% of the consolidated Segment OCF of the Virgin Media Group for the three months ended March 31, 2020 and approximately 7.7% of the consolidated revenue of the Virgin Media Group for the three months ended March 31, 2020.

Receivables Securitization

In May 2020, Virgin Media entered into a trade receivables securitization transaction (the "**Receivables Securitization**") that resulted in net proceeds of £214.4 million. These proceeds were applied (i) to redeem $270.0 million (£217.8 equivalent) of the aggregate principal amount of the 2025 VM Dollar Senior Notes (the "**May 2020 Notes Redemption**") and (ii) for general corporate purposes (together with the Receivables Securitization and the May 2020 Notes Redemption the "**May 2020 Transactions**").

2020 Offering

On June 1, 2020, Virgin Media Finance entered into a purchase agreement for the sale of $675.0 million of its 5.00% senior notes due 2030 (the "**2020 Notes**") with the certain initial purchasers party thereto, the net proceeds of which are expected to be used to (i) redeem the remaining outstanding 2025 VM Dollar Notes in full, (ii) redeem all of the outstanding 2025 VM Euro Notes in full (together the "**2025 VM Senior Notes Redemption**" and together with the May 2020 Notes Redemption, the "**Notes Redemption**"), (iii) finance the repayment of any other senior secured indebtedness, or (iv) for general corporate purposes, which may include loans, distributions or other payments to other members of the Group (collectively, the "**June 2020 Transactions**"). See "*Summary of Virgin Media—Capitalization of Virgin Media*"). The completion of the June 2020 Transactions is subject to customary closing conditions, and we expect the June 2020 Transactions to close on or about June 11, 2020. There can be no assurance that the June 2020 Transactions will be consummated on the terms described above or at all. The June 2020 Transactions together with the May 2020 Transactions are herein referred to as the "**2020 Offering**".

Management Appointments

On March 9, 2020, Roderick Gregor McNeil was appointed as Deputy Chief Financial Officer of the Virgin Media Group.

Other Transactions

Virgin Media continually evaluate different financing alternatives and may decide to enter into new credit facilities, access the debt capital markets, incur other indebtedness or enter into liability management transactions from time to time, including following the pricing of this offering and prior to, or within a short time period following, the Issue Date of the Notes (the "**Potential Financing Transactions**"), including with regards to the June 2020 Transactions. The cash proceeds, if any, of any Potential Financing Transactions may be used for the redemption, refinancing, repayment or prepayment of existing indebtedness of any member of the group, the payment of any fees and expenses in connection therewith or the other transactions related thereto, and/or distributions or other payments to Virgin Media and its direct or indirect parent companies. The incurrence of

indebtedness under any such Potential Financing Transactions would be incurred in compliance with the applicable covenants under the VM Credit Facility, the Existing VM Indentures and the Existing VM Financing Facilities. After giving effect to any such incurrence in compliance with the applicable covenants, including in connection with permitted refinancing debt, permitted acquisition debt or other exceptions to the restriction on our ability to incur indebtedness, the ratio of as adjusted total covenant senior net debt to annualized EBITDA and the ratio of as adjusted total covenant net debt to annualized EBITDA could increase above the ratio of as adjusted total covenant senior net debt to annualized EBITDA and the ratio of as adjusted total covenant net debt to annualized EBITDA, respectively, as of March 31, 2020 (each as shown under the heading "*Summary Financial and Operating Data—Certain As Adjusted Covenant Information*"), and such increase could be material. Any Potential Financing Transaction will be made at Virgin Media's election or the election of its relevant subsidiaries, and, if any indebtedness incurred thereunder is in the form of securities, such securities may be offered and sold pursuant to, and on the terms described in, a separate offering memorandum or liability management documentation. See "*Risk Factors—Risks Relating to the Notes—Virgin Media or its subsidiaries may incur additional indebtedness prior to, or within a short time period following, the Issue Date of the Notes, which indebtedness could increase Virgin Media's leverage and may have terms that are more or less favorable than the terms of the Notes and Virgin Media's other existing indebtedness*".

Overview of the Structure of the Offering of the Notes

As part of the Transactions, the Issuer intends to issue £500,000,000 aggregate principal amount of the Notes. As more fully described below, the proceeds from the offering of the Notes will be used to purchase eligible payment obligations and accounts receivable relating thereto owing by VMIH and certain of its subsidiaries, to make certain loans available to VMIH and for the other purposes described herein. Defined terms used but not defined herein have the meaning ascribed to them in the "*Definitions*" section at the front of this Offering Circular.

In the course of their business, VMIH and its subsidiaries purchase goods and/or services from suppliers pursuant to the terms of various supply contracts, and those suppliers issue invoices requiring the relevant Obligor (as defined below) to make payment for the purchase of such goods and/or services on the terms specified in the applicable invoice and supply contract. Each invoice evidences an amount payable by an Obligor to a Supplier (as defined below) as a result of an existing business relationship and includes all rights attaching thereto under the relevant contract to which such invoice relates (as further described in "*Description of the Receivables*" included elsewhere in this Offering Circular, each a "**Receivable**" and collectively, the "**Receivables**"). From time to time, VMIH, an Obligor, or Liberty Global Capital Limited ("**LGC**") on its behalf, may upload an Electronic Data File containing details of Receivables payable to a Supplier (as defined in Condition 1 (*Definitions and Principles of Construction*)) on to the SCF Platform (as defined below) (an "**Upload**"). The designation of such uploaded Receivables as "approved" by an Obligor will give rise to such Receivable being an "**Approved Platform Receivable**". As further described below, immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will immediately give rise to new independent and primary obligations of each Obligor, jointly and severally, to make or cause payment to be made to the Relevant Recipient on the Confirmed Payment Date (as defined below) in respect of such Approved Platform Receivable (a "**Payment Obligation**"). Each Electronic Data File will, among other things, specify the Net Amount payable to the relevant Supplier in respect of Approved Platform Receivables, the date such Net Amount should be paid (the "**Net Amount Payment Date**") and the date on which such Payment Obligation (which arises following an SCF Transfer) and the related Approved Platform Receivable will be paid (which date will be a date up to 360 days from the original invoice date, a "**Confirmed Payment Date**").

Pursuant to the Framework Assignment Agreement (as defined below), the Platform Provider may subsequently offer to sell and assign (including pursuant to the Block Transfer) to the Issuer, on a non-recourse basis, eligible Payment Obligations and the related Receivables (solely to the extent that such Receivables have been acquired by the Platform Provider) (collectively and as further described and defined below, the "**VM Accounts Receivable**").

On or about the Issue Date, the Issuer will use the net proceeds from the offering of the Notes *plus* any upfront payment payable by VMIH under the New VM Financing Facility Agreement (as defined below) to finance the purchase of eligible VM Accounts Receivable pursuant to the terms and conditions of the Framework

Assignment Agreement. To the extent that such proceeds from the offering of the Notes exceed the amount of VM Accounts Receivable available for purchase by the Issuer on the first Value Date (as defined below) falling on or after the Issue Date, the Issuer will advance any such excess proceeds to VMIH as a revolving loan under the New VM Financing Facility Agreement (an "**Excess Cash Loan**", and collectively with other loans advanced under the Excess Cash Facility (as defined below) from time to time, the "**Excess Cash Loans**").

Following the Issue Date, as VM Accounts Receivable purchased by the Issuer (the "**Assigned Receivables**") are settled on the Confirmed Payment Date, the Platform Provider (acting as collection agent for the Issuer under the Framework Assignment Agreement) will receive an amount (a "**Collected Amount**") from the relevant Obligor equal to the Outstanding Amount (as defined below) relating to such Assigned Receivables. The Issuer will use the Collected Amount, *less* the portion of such Collected Amount comprising Premium (as defined below) (each such difference, a "**Collected Principal Amount**"), to purchase (through the Platform Provider) new VM Accounts Receivable, to the extent available for purchase, or to advance such funds to VMIH as additional Excess Cash Loans. Excess Cash Loans will bear a rate of interest of 4.875%. The rate of interest on the Excess Cash Loans, together with the interest earned on the Issue Date Facility Loans (as defined below) under the Issue Date Facility (as defined below), is intended to provide the Issuer with the same rate of return in respect of the Committed Principal Proceeds (as defined below) not invested in VM Accounts Receivable (including any Retained Collected Amount (as defined below)) as Noteholders will receive in respect of the Notes. Interest on the Excess Cash Loans and the Issue Date Facility Loans will be computed on the basis of a 360-day year comprising twelve 30-day months. From time to time, as further VM Accounts Receivable become available for purchase through the SCF Platform, the Issuer will, directly or indirectly, fund such purchases with Collected Principal Amounts and any Purchase Price Return Amounts (as defined below) which are expected to be credited to the Issuer on the relevant Value Date (as defined below) (such amounts, collectively, "**Interim Platform Amounts**"), and to the extent such purchases cannot be fully funded by Interim Platform Amounts, by demanding from VMIH, on a weekly basis, repayment of a principal amount of Excess Cash Loans then outstanding equal to such shortfall.

The primary sources of payment of interest on the Notes will be:

1. the premium earned by the Issuer on Assigned Receivables (the "**Premium**"), being an amount equal to the difference between (i) the Outstanding Amounts (as further defined and described below under "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*") collected upon maturity thereof, *less* (ii) the Purchase Price Amounts (as further defined and described below under "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*") at which such Assigned Receivables are purchased by the Issuer; and

2. the interest earned by the Issuer on Excess Cash Loans and any Issue Date Facility Loans made to VMIH under the New VM Financing Facility Agreement (the "**VM Facilities Interest**").

Additionally, the Issuer may, from time to time, receive interest paid by the Platform Provider on (i) Retained Collected Amounts (being Collected Amounts which have not been paid to the Issuer towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable) (such interest, the "**Retained Collected Amount Interest**", and collectively with the Excess Requested Purchase Price Interest (as defined below), the "**Retained Amount Interest"**); and (ii) Excess Requested Purchase Price Amounts (as defined below), being funds transferred to the Platform Provider which have not been applied towards the purchase of new VM Accounts Receivables on the relevant Value Date (such interest, the "**Excess Requested Purchase Price Interest**" collectively with the Unutilised Collected Amounts (as defined below), the "**Purchase Price Return Amounts**"). The Retained Amount Interest will be calculated in accordance with the Framework Assignment Agreement (as described below) and the Agency and Account Bank Agreement (as described elsewhere in this Offering Circular), and will be deemed to accrue on the basis of a 360-day year comprised of twelve 30-day months.

The Premium, the VM Facilities Interest and the Retained Amount Interest are, collectively, the "**Interest Proceeds**". To the extent the Interest Proceeds earned during an interest payment period are insufficient to fund scheduled payments of interest on the Notes, the deficiency will be made up by VMIH via a Shortfall Payment (as defined below) to be paid to the Issuer.

The primary sources of repayment of principal on the Notes, on the Maturity Date or at early redemption of the Notes in accordance with the Conditions, will be:

1. the Collected Principal Amounts repaid in respect of Assigned Receivables at their respective maturities; and
2. repayments of Excess Cash Loans and (with respect to repayment of principal on the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions) Issue Date Facility Loans.

Additionally, the Issuer may, from time to time, receive repayments from the Platform Provider of Purchase Price Return Amounts (if any), which will be applied towards repayment of principal on the Notes on the Maturity Date or at early redemption of the Notes in accordance with the Conditions.

Whether in respect of settlement of Assigned Receivables, repayment of loans advanced under the New VM Financing Facility Agreement or funding of any Shortfall Payment, among other payment obligations, the Issuer will ultimately be reliant on funds from VMIH and certain of its subsidiaries to make payments due under the Notes.

In connection with the Transactions, the Issuer will enter into the following agreements, among others:

1. the Framework Assignment Agreement, pursuant to which the Issuer will periodically use any Excess Cash to purchase available VM Accounts Receivable. References to "**Excess Cash**" are to uninvested funds in an amount equal to (i) the Committed Principal Proceeds, *minus* (ii) the Requested Purchase Price Amounts (as defined below) paid by the Issuer (taking into account any Interim Platform Amount) for any Assigned Receivables outstanding as of the relevant determination date;
2. the New VM Financing Facility Agreement, pursuant to which the Issuer will (i) make loans (each, an "**Interest Facility Loan**" and, collectively, the "**Interest Facility Loans**") to VMIH under the Interest Facility (as defined below), (ii) to the extent that VM Accounts Receivable are not available for purchase through the SCF Platform, use Excess Cash to make Excess Cash Loans to VMIH under the Excess Cash Facility, (iii) make any Issue Date Facility Loans to VMIH under the Issue Date Facility, and (iv) make certain payments to VMIH (including any Excess Arrangement Payment (as defined below)), and pursuant to which VMIH will make certain payments to the Issuer (including any Shortfall Payment);
3. the Expenses Agreement, pursuant to which the Issuer will be entitled to (i) receive reimbursement from VMIH in respect of certain fees and expenses of the Issuer, including certain fees and expenses in relation to the issuance of the Notes, and (ii) receive certain payments from VMIH in respect of amounts that may become due and payable in respect of the Notes, including certain fees and expenses in relation to the issuance of the Notes, certain tax liabilities of the Issuer, any Additional Amounts (as defined in "*Terms and Conditions of the Notes*"), any premiums on redemption of the Notes, and any interest on overdue amounts under the Notes; and
4. the Agency and Account Bank Agreement, pursuant to which The Bank of New York Mellon, London Branch as administrator will agree, among other things, to provide certain portfolio administration and calculation services to and/or on behalf of the Issuer.

The terms of the Expenses Agreement, the New VM Financing Facility Agreement (including the Interest Facility, the Excess Cash Facility and the Issue Date Facility thereunder), the Agency and Account Bank Agreement, the Framework Assignment Agreement and the APMSA (as defined below) are more fully described below under "*New VM Financing Facility*", "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*", "*Accounts Payable Management Services Agreement*", and "*Summary of Principal Documents*" found elsewhere in this Offering Circular.

Issuer Transaction Accounts

As part of the Transactions, the Issuer will establish and maintain three dedicated transaction accounts:

1. an "**Issuer Collection Account**", through which the Issuer will, among other things, receive payments of Collected Amounts on Assigned Receivables, other payments (if any) from the Platform Provider

pursuant to the Framework Assignment Agreement, and payments of amounts under the New VM Financing Facility Agreement (with any such payments and amounts so received being immediately credited to the Interest Proceeds Account or the Principal Proceeds Account, as applicable);

2. an "**Interest Proceeds Account**", through which the Issuer will, among other things, finance the payment of interest on the Notes; and

3. a "**Principal Proceeds Account**" (together with the Issuer Collection Account and the Interest Proceeds Account, the "**Issuer Transaction Accounts**"), through which the Issuer will, among other things, finance its periodic purchases of VM Accounts Receivable available through the SCF Platform and the ultimate repayment of principal on the Notes.

The Interest Proceeds Account

Subsequent to the Issue Date, and from time to time, the Issuer will deposit into the Interest Proceeds Account:

1. upon maturity and repayment of each Assigned Receivable, an amount equal to the Premium earned by the Issuer upon collection (collectively, the "**Collected Premium Amounts**");

2. any Retained Amount Interest paid by the Platform Provider;

3. any VM Facilities Interest;

4. the proceeds from the repayment of any Interest Facility Loan; and

5. any Shortfall Payment paid by VMIH pursuant to the New VM Financing Facility Agreement.

Subsequent to the Issue Date and from time to time, the Issuer will use the funds available in the Interest Proceeds Account:

1. to fund the payment of interest on the Notes on each scheduled Interest Payment Date or otherwise upon redemption of the Notes;

2. to make Interest Facility Loans to VMIH on a daily basis; and

3. to fund payment of any Excess Arrangement Payment (as defined below), when due and payable, to VMIH pursuant to the New VM Financing Facility Agreement.

The Principal Proceeds Account

From time to time, the Issuer will have an amount available for the purchase of VM Accounts Receivable equal to the amount representing the net proceeds of the Notes offered hereby, *plus* the net proceeds of the issuance of any Further Notes *plus*, in each case, any upfront payments payable by VMIH pursuant to the New VM Financing Facility Agreement in connection therewith (the "**Committed Principal Proceeds**"). On the Issue Date, the Committed Principal Proceeds will equal £500.0 million. On or about the Issue Date, the Issuer will (i) firstly, deposit into the Principal Proceeds Account an amount of the Committed Principal Proceeds equal to the amount required for the purchase of VM Accounts Receivable by the Issuer on the first Value Date falling on or after the Issue Date (a "**Requested Purchase Price Amount**") (or will direct that payment be made directly for such purchase for its account by the Common Depositary), and (ii) secondly, use any remaining Committed Principal Proceeds to fund an initial Excess Cash Loan to VMIH under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement. Subsequent to the Issue Date, and from time to time, the Issuer will deposit into the Principal Proceeds Account:

1. upon the maturity and repayment of each Assigned Receivable, an amount equal to the Collected Principal Amount on such Assigned Receivable which has been returned to the Issuer upon the ultimate collection of such Assigned Receivable pursuant to the terms of the Framework Assignment Agreement;

2. any Purchase Price Return Amount paid by the Platform Provider to the Issuer pursuant to the terms of the Framework Assignment Agreement; and

3. the principal amount of any Excess Cash Loans or (with respect to the final repayment date) the Issue Date Facility Loans repaid by VMIH.

Subsequent to the Issue Date and from time to time, the Issuer will use the funds available in the Principal Proceeds Account:

1. to purchase available VM Accounts Receivable through the SCF Platform;
2. to make Excess Cash Loans to VMIH on a daily basis, and
3. upon the maturity of the Notes, to repay amounts outstanding under the Notes.

Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement

On or about the Issue Date, the Issuer, as purchaser, will enter into the Framework Assignment Agreement (as defined in Condition 1 (*Definitions and Principles of Construction*)) with, among others, the Platform Provider, VMIH as the parent (the "**Obligors' Parent**") and The Bank of New York Mellon, London Branch as administrator. Under the Framework Assignment Agreement, from time to time commencing on the Issue Date, the Issuer may purchase and have assigned to it on a non-recourse basis, up to the total amount of Committed Principal Proceeds, and the Platform Provider may sell and assign (including pursuant to the Block Transfer) on a non-recourse basis, eligible VM Accounts Receivable that have been transferred to or acquired by the Platform Provider following an SCF Transfer. For purposes of this overview, "**VM Account Receivable**" means a Payment Obligation and the Receivable in respect of which such Payment Obligation has arisen, solely to the extent that such Receivable has been acquired by the Platform Provider.

Each VM Account Receivable to be purchased by the Issuer must meet, and the Obligors' Parent will represent and warrant (on behalf of itself and as agent for the Obligors) on the date of each sale and assignment of any VM Account Receivable from the Platform Provider to the Issuer (each such date, an "**Assignment Date**") in accordance with the Framework Assignment Agreement, that such VM Account Receivable meets, the following eligibility criteria: that such VM Account Receivable (i) (with respect to the Payment Obligation component of such VM Account Receivable only) is owed by the Obligors on a joint and several basis; (ii) (with respect to the Payment Obligation component of such VM Account Receivable only) is governed by English law; (iii) is denominated in pound sterling; (iv) (with respect to the Payment Obligation component of such VM Account Receivable only) is the legal, valid and binding obligation of each Obligor; (v) is capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement, so that on purchase the Issuer will receive good title; (vi) is due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors; and (vii) has a maturity date that is no later than two Business Days prior to the Maturity Date of the Notes. For a further description of the VM Accounts Receivable, see "*Description of the Receivables*" included elsewhere in this Offering Circular. Additionally, immediately prior to each Assignment Date, the Platform Provider will represent and warrant that it is entitled to assign the relevant Payment Obligation pursuant to the terms of the Framework Assignment Agreement, and that it has not assigned, transferred or otherwise disposed of, or created any encumbrance or security interest over, such Payment Obligation. Furthermore, the Platform Provider will undertake that it will not, without the consent of the Issuer, take any action that would adversely affect a Payment Obligation or the Issuer's interest(s) therein (as further described in "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular).

Each Payment Obligation will be the joint and several obligation of VMIH and each of the Subsidiary Obligors. On the Issue Date, the eligible Subsidiary Obligors will be Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited (each, a "**Subsidiary Obligor**" and collectively, the "**Subsidiary Obligors**"; together with the Obligors' Parent, the "**Obligors**"). For the avoidance of doubt, Virgin Media Ireland Ltd. will not be an eligible Subsidiary Obligor under the Framework Assignment Agreement on and following the Issue Date, and, therefore, none of the Assigned Receivables will be owed by it.

Purchases of VM Accounts Receivable with Requested Purchase Price Amounts

On or following the Issue Date (as further described in "*Description of Virgin Media—Capitalization of Virgin Media*" included elsewhere in this Offering Circular), the Platform Provider is expected to sell and assign (including pursuant to the Block Transfer) to the Issuer VM Accounts Receivable for a Requested Purchase Price Amount of £500.0 million, which the Issuer will fund with all or a portion of the Committed Principal Proceeds. See "*Use of Proceeds*". It is expected that the Issuer will complete the Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. In connection with such sale and assignment, the Platform Provider will deliver to the Issuer:

1. an assignment framework note (substantially in the form attached to the Framework Assignment Agreement, an "**Assignment Framework Note**") to be accepted and agreed to by the Issuer, pursuant

to which the Issuer will agree, among other things, to purchase Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider), in whole but not in part, at the relevant Purchase Price Amounts in an aggregate amount equal to a limit (in respect of purchased Payment Obligations which have not been settled) specified therein (the "**Purchase Limit**"); and

2. one or more notices related to such Assignment Framework Note (substantially in the form attached to the Framework Assignment Agreement, each an "**Assignment Notice**") instructing the Issuer to pay to the Platform Provider, as consideration for the sale and assignment of the relevant VM Accounts Receivable, a requested amount (a "**Requested Purchase Price Amount**") on the date falling five Business Days following receipt by the Issuer of such Assignment Notice (or, in respect of the Assignment Notice in relation to the Block Transfer, on the day of receipt of such Assignment Notice) (a "**Value Date**").

As used herein, a "**Purchase Price Amount**" means, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount (as defined below) of such VM Account Receivable *less* the Applied Discount (as defined in the context of the Framework Assignment Agreement) (as defined below) calculated as at the relevant Assignment Date. "**Outstanding Amount**" means, with respect to a Payment Obligation, an amount equal to (i) the gross amount of the Approved Platform Receivable in respect of which the Payment Obligation arose, *less* (ii) the sum of all Credit Notes (as defined below under "*Accounts Payable Management Services Agreement*") allocated to the Approved Platform Receivable in respect of which that Payment Obligation arose pursuant to the terms of the APMSA, plus (iii) the Applied Discount (as defined below). "**Applied Discount**" refers (i) in the context of the APMSA, to the discount amount that the Platform Provider will deduct from the Certified Amount (as defined below under "*Accounts Payable Management Services Agreement*") in case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA and (ii) in the context of the Framework Assignment Agreement, to the discount amount that the Platform Provider will deduct from the Certified Amount in the case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA, *less* the processing fee due to the Platform Provider and LGC specified in the APMSA (which will initially be 0.20% per annum) (the "**Platform Provider Processing Fee**").

From time to time following the Issue Date, the Platform Provider may, at its discretion (but not more than once per week prior to the service of a notice of termination (as further described below)), serve further Assignment Notices (which may also be Primary Assignment Notices (as defined and further described below under " *—Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts*")) to the Issuer pursuant to the relevant Assignment Framework Note.

Following the receipt of an Assignment Notice, so long as no Non-Compliance Event (as defined below) has occurred and is continuing, the Issuer will pay, on the relevant Value Date, the relevant Requested Purchase Price Amount (which may be adjusted as further described below) to the Platform Provider, which shall have the effect of the Platform Provider immediately (or, in respect of a Block Transfer that will occur on the day immediately following the Issue Date, only on the day immediately following such Value Date) selling and assigning, without further action on the part of any person or entity, all of its rights, title and interest in and to the relevant Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider) at the relevant Purchase Price Amounts to the Issuer pursuant to the relevant Assignment Framework Note (an "**Assignment**"). The Requested Purchase Price Amount (and the corresponding VM Accounts Receivable) will be adjusted if the aggregate of all Requested Purchase Price Amounts, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables would be higher than the relevant Purchase Limit specified in that Assignment Framework Note. In such event, the Issuer must notify the Platform Provider within two Business Days of receipt of the relevant Assignment Notice (i) of such circumstance and (ii) that the Requested Purchase Price Amount will (A) be reduced to equal the amount which would cause the aggregate Requested Purchase Price Amount, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables to equal such Purchase Limit and/or (B) cancelled to the extent necessary such that the relevant assignment is for the whole, and not part, of the VM Accounts Receivable.

The Issuer will not be obliged to pay a Requested Purchase Price Amount specified in an Assignment Notice if any of the following events (each, a "**Non-Compliance Event**") have occurred and is continuing (provided that the Issuer notifies the Platform Provider, within two Business Days of the receipt of such Assignment Notice, that one or more Non-Compliance Events have occurred and of the Issuer's intention not to comply with such Assignment Notice): (i) if the Framework Assignment Agreement or relevant Assignment Framework Note has

been terminated prior to the date of such Assignment Notice; (ii) if the terms and conditions of such Assignment Notice materially deviate from the terms and conditions of the Framework Assignment Agreement or the relevant Assignment Framework Note; (iii) if a Buyer Event of Default (as defined below) is continuing in respect of any Obligor; and/or (iv) if a specified insolvency event occurs in respect of the Platform Provider which directly results in the Platform Provider not continuing its business as contemplated under the Framework Assignment Agreement. If, following the receipt of a Requested Purchase Price Amount on a Value Date, the Platform Provider has acquired (or determines that it will on such Value Date acquire) insufficient VM Accounts Receivable to apply the whole of the Requested Purchase Price Amount received on such Value Date, the Platform Provider will either (i) serve, on such Value Date, one or more notices (substantially in the form set out in the Framework Assignment Agreement, each a "**Purchase Price Return Notice**") to the Issuer and, on the Business Day following the date of such Purchase Price Return Notice (a "**Settlement Date**"), pay to the Issuer Collection Account, the excess Requested Purchase Price Amount not applied towards the purchase of VM Accounts Receivable (such excess, the "**Excess Requested Purchase Price Amount**"); or (ii) retain such Excess Requested Purchase Price Amount for a period of up to four Business Days following such Value Date (an "**Excess Retention Period**", and the final day thereof (which, at the Platform Provider's discretion, may occur prior to the fourth Business Day following such Value Date), the "**Excess Retention Period End Date**") to be applied towards the purchase of any VM Accounts Receivable arising during such Excess Retention Period. If the Platform Provider chooses to retain such Excess Requested Purchase Price Amount, it further agrees that (i) if the Platform Provider acquires any VM Accounts Receivable during such Excess Retention Period, it will sell and assign such VM Accounts Receivables to the Issuer (and the Platform Provider will be deemed to have served an Assignment Notice in respect of such Assigned Receivables); and (ii) on the Business Day prior to the Excess Retention Period End Date, the Platform Provider will serve a Purchase Price Return Notice in respect of any remaining Excess Requested Purchase Price Amount to the Issuer, and subsequently pay such remaining Excess Requested Purchase Price Amount to the Issuer Collection Account on such Excess Retention Period End Date, together with all Excess Requested Purchase Price Interest (as defined below) due in respect thereof. "**Excess Requested Purchase Price Interest**" shall accrue daily at the Funding Rate (as defined below), calculated on any Excess Requested Purchase Price Amount retained by the Platform Provider (and not applied towards the purchase of VM Accounts Receivable), from (and including) the first day of the relevant Excess Retention Period to (and including) the relevant Excess Retention Period End Date, or such later date on which the Issuer receives such Excess Requested Purchase Price Amount together with all interest due in respect thereof. As used herein, "**Funding Rate**" means a rate equal to the Margin (as defined below) (less the Platform Provider Processing Fee) over 1-month GBP Libor (or any other applicable reference rate selected by the Platform Provider and VMIH) (a "**Reference Rate**"); *provided that* if the relevant Reference Rate is less than zero, such Reference Rate shall be deemed to be zero.

Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts

Prior to the service of an Obligor Enforcement Notification (as defined and further described below), the Platform Provider will act as collection agent for the Issuer in respect of any Collected Amounts received or recovered relating to Assigned Receivables, in accordance with the Accounts Payable Management Services Agreement. Except in circumstances where certain Collected Principal Amounts are applied towards the purchase of new VM Accounts Receivable (as further described below), the Platform Provider will apply any Collected Amount, within one Business Day of receipt or recovery thereof (such scheduled date of application, a "**Collected Amount Forwarding Date**"), in or towards the repayment to the Issuer of an amount equal to the Outstanding Amount of the relevant Assigned Receivables (to the extent that such Assigned Receivables remain outstanding and has not been settled or otherwise paid to the Issuer).

From time to time, the Platform Provider may serve an Assignment Notice (a "**Primary Assignment Notice**") which states that any Collected Principal Amounts in respect of Assigned Receivables relating to such Primary Assignment Notice are to be treated as further payments of Requested Purchase Price Amounts. So long as (i) no Non-Compliance Event has occurred and is continuing (and in respect of which the Issuer has notified the Platform Provider that the purchase mechanics described in this paragraph will not apply), or (ii) no notice of termination has been served (as further described below), then (a) the Platform Provider will be deemed to have served an Assignment Notice on exactly the same terms as the Primary Assignment Notice, except for the Requested Purchase Price Amount (which will be equal to the Collected Principal Amount that would otherwise be due and payable to the Issuer) (such notice, the "**New Assignment Notice**"); and (b) the Platform Provider's obligation to pay such Collected Principal Amount to the Issuer will be set off against the Issuer's obligation to

pay the Requested Purchase Price Amount under the New Assignment Notice. For the avoidance of doubt, the purchase mechanics described in this paragraph will not affect the Platform Provider's obligation to pay to the Issuer any Premium on the relevant Collected Amount Forwarding Date. If, three Business Days following the service of a New Assignment Notice, the Platform Provider still holds any Collected Amounts which have not been utilised for the purchase of new VM Accounts Receivable (such amounts, "**Unutilised Collected Amounts**"), the Platform Provider will immediately serve a Purchase Price Return Notice to the Issuer in respect of such Unutilised Collected Amounts, and will pay such Unutilised Collected Amounts to the Issuer Collection Account on the relevant Settlement Date. The Platform Provider will pay the Issuer interest on any "**Retained Collected Amounts**" (being any Collected Amount which has not been paid to the Issuer towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable as described above). Interest on Retained Collected Amounts shall accrue daily at the Funding Rate, calculated from (and including) the relevant scheduled Collected Amount Forwarding Date to (and including) the relevant Settlement Date or such later date on which the Issuer receives the Retained Collected Amount, together with all interest due in respect thereof, as the case may be (the "**Retained Collected Amount Interest**"), and will be paid to the Issuer Collection Account on the relevant Settlement Date or such later date, as applicable.

Buyer Events of Default and Obligor Enforcement Notification

The Issuer may not serve (or cause or permit to be served) a notice to the Obligors informing them of an Assignment (an "**Obligor Enforcement Notification**") prior to the occurrence of (i) a failure by any Obligor to pay any Payment Obligation in full to the Platform Provider on the date such payment was due (taking into account any applicable grace period under the APMSA), (ii) a specified insolvency event in respect of any Obligor, (iii) a breach of the representations and warranties of the Obligors' Parent with respect to the eligibility of the VM Accounts Receivable, which is not capable of remedy (or if such breach is capable of remedy, is not remedied within five Business Days of notice) (each such event in (i) to (iii), a "**Buyer Event of Default**"), or (iv) a specified insolvency event in respect of the Platform Provider. See "*Risk Factors—Risks relating to the Receivables and the SCF Platform— The transfer of VM Accounts Receivable under the Framework Assignment Agreement takes place only under equity until an Obligor Enforcement Notification is given to the Obligors*". Following the occurrence of any of the foregoing events, the Issuer may serve or direct the Platform Provider to serve an Obligor Enforcement Notification (*provided that* the Platform Provider may, but is not obliged to, serve an Obligor Enforcement Notification at any time as it sees fit and pursuant to the circumstances described in the paragraph below).

As soon as reasonably practicable after the occurrence of a Buyer Event of Default, the Platform Provider will, among other things, (i) provide the Issuer with notice of such Buyer Event of Default and the details thereof, as well as regular status updates with respect to the affected Assigned Receivables; (ii) turn over to the Issuer any Purchase Price Return Amount in accordance with the terms of the Framework Assignment Agreement; and (iii) in consultation with the Issuer and the Obligors' Parent (provided such consultation is permitted by the terms of the Framework Assignment Agreement), take (or refrain from taking) any steps that the Platform Provider sees fit to recover all amounts payable, as well as default interest and other costs and expenses, each as permitted under the APMSA.

Following service of an Obligor Enforcement Notification, the Platform Provider will cease to act as the Issuer's collection agent in respect of the relevant Assigned Receivables. For a further description of the provisions relating to Buyer Events of Default and Obligor Enforcement Notification, see "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular.

Assignment and Termination

The Issuer may assign or transfer its rights under the Framework Assignment Agreement and the Assignment Framework Notes (including its rights to Assigned Receivables), without the consent of the other parties only in certain specified circumstances and in accordance with the procedures set forth in the Framework Assignment Agreement, as further described under "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular. Similarly, the Platform Provider may assign or transfer its rights under the Framework Assignment Agreement only with the prior written consent of the other parties and in such specified circumstances; *provided, however*, that the Platform Provider may assign or transfer any of its rights in Assigned Receivables to an affiliate without the consent of any other party, and may also assign or transfer any of its rights or obligations under the Framework Assignment Agreement, as the provider and

administrator of the SCF Platform, to an affiliate with the prior written consent of the Issuer (which shall not be unreasonably withheld or delayed).

The Framework Assignment Agreement and/or any Assignment Framework Note issued thereunder may be terminated by the Issuer or the Platform Provider upon 10 Business Days' prior notice to the other parties thereto; *provided that* with respect to a termination by the Platform Provider, the effective date of the termination shall not be earlier than the effective date of termination of the APMSA (as further described below), see "*Risk Factors—The Framework Assignment Agreement may be terminated without the consent of the Issuer or the Noteholders*". Additionally, the Platform Provider and/or the Issuer may terminate the Framework Assignment Agreement and/or any Assignment Framework Note with immediate effect upon the occurrence of certain events, including a breach of material obligations of the Obligors' Parent (subject to a 30 days grace period), a material breach of the representation and warranties of the Obligors' Parent (subject to a 30 days grace period), or if a specified insolvency event has occurred in respect of the Obligors' Parent. For a further description of termination events, see "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular.

The terms of the Accounts Payable Management Services Agreement are more fully described below under "*Accounts Payable Management Services Agreement*".

New VM Financing Facility

On any Business Day which is not a Value Date, and on any Value Date (in this case, to the extent that there are any Committed Principal Proceeds that cannot be invested in VM Accounts Receivable due to a shortage of VM Accounts Receivable available for purchase through the SCF Platform), the Issuer will utilize any Excess Cash to make interest-bearing Excess Cash Loans to VMIH under the New VM Financing Facility Agreement, as further described below. This use of Excess Cash, together with the interest earned on the Issue Date Facility Loans, will provide the Issuer with the same rate of return in respect of the Committed Principal Proceeds not invested in VM Accounts Receivable (including any Retained Collected Amounts) as Noteholders will receive in respect of the Notes, instead of leaving the same funds (represented by the Excess Cash) uninvested in the Principal Proceeds Account pending their application for the purchase of new VM Accounts Receivable. In addition, since the Issuer was formed solely for the purpose of facilitating the Transactions and issuing the Notes, and is not expected to engage in any business activities other than those related to its formation and the Transactions (including the offering of the Notes and the funding of loans under the New VM Financing Facility Agreement), the Issuer intends to lend any Interest Proceeds that it collects from time to time to VMIH, in the form of non-interest bearing Interest Facility Loans under the New VM Financing Facility Agreement, as further described below. The Issuer will also fund interest-bearing Issue Date Facility Loans under the Issue Date Facility, as further described below. Proceeds of any loans made by the Issuer to VMIH under the New VM Financing Facility Agreement may be used by VMIH for general corporate purposes.

On the Issue Date, the Issuer, as lender, will enter into a senior unsecured facilities agreement (the "**New VM Financing Facility Agreement**") with, *inter alios*, VMIH as borrower, and The Bank of New York Mellon, London Branch as administrator for the Issuer (together with any successor thereto approved or appointed by the Issuer, the "**Administrator**"), pursuant to which the Issuer will make available to VMIH revolving and term credit facilities, consisting of the Interest Facility, the Excess Cash Facility and the Issue Date Facility, as described below.

Interest Facility

The New VM Financing Facility Agreement will provide for a revolving credit facility (the "**Interest Facility**") under which the Issuer will from time to time fund non-interest-bearing Interest Facility Loans to VMIH.

Following the Issue Date, on any Business Day, if the Interest Proceeds deposited in the Interest Proceeds Account are greater than zero (and on any Business Day prior to an Interest Payment Date, greater than the amount required to fund the interest payment for such Interest Payment Date), the Issuer will apply such Interest Proceeds (or excess Interest Proceeds) to fund a new Interest Facility Loan to VMIH.

Excess Cash Facility

The New VM Financing Facility Agreement will also provide for a revolving credit facility (the "**Excess Cash Facility**"), in an aggregate principal amount up to the Committed Principal Proceeds, under which the

Issuer will from time to time fund Excess Cash Loans to VMIH. Interest on Excess Cash Loans will be payable semi-annually in arrears on the earlier of (i) each January 15 and July 15, commencing January 15, 2021 (each, an "**Excess Cash Interest Period Date**") and (ii) upon repayment of a Weekly Excess Cash Repayment Amount (as defined below). Interest will accrue from the funding date of any Excess Cash Loan at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest in respect of any interest period ending on any Excess Cash Interest Period Date will occur no less than one Business Day prior to such Excess Cash Interest Period Date.

On or following the Issue Date, the Issuer will use the Committed Principal Proceeds, firstly, to purchase available VM Accounts Receivable pursuant to the Framework Assignment Agreement (including pursuant to the Block Transfer) and, secondly, to fund an initial Excess Cash Loan. It is expected that the Issuer will complete the Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020.

Following the Issue Date, as the Platform Provider (on a weekly basis) serves or is deemed to serve an Assignment Notice to the Issuer instructing the Issuer to pay a Requested Purchase Price Amount (as may be adjusted or off set pursuant to the terms of the Framework Assignment Agreement) as consideration for the sale and assignment of the relevant VM Accounts Receivable on the relevant Value Date, the Issuer will, upon not less than five Business Days' prior notice, demand repayment by VMIH of such portion of principal of any outstanding Excess Cash Loans as is equal to (i) such Requested Purchase Price Amount to be paid for VM Accounts Receivable that the Issuer expects to purchase on such Value Date, *less* (ii) any Interim Platform Amounts credited on such Value Date (such amount demanded, a "**Weekly Excess Cash Repayment Amount**"). VMIH will be obligated to pay into the Issuer Collection Account (for immediate onwards crediting to the Principal Proceeds Account) the Weekly Excess Cash Repayment Amount on the fifth Business Day following receipt of such notice. The interest accrued on such Weekly Excess Cash Repayment Amount will not be repaid but will, on that date, be deemed loaned to VMIH under a new Interest Facility Loan. On the relevant Value Date, the Issuer will apply the Weekly Excess Cash Repayment Amount so received, together with any Interim Platform Amounts credited on the same day, towards its purchase of VM Accounts Receivable.

On any Business Day (other than the date on which the Notes are redeemed or repaid, in whole or in part (or on which corresponding payment by VMIH is required to be made to the Issuer in relation to any such redemption or repayment)), if the balance of funds deposited into the Principal Proceeds Account is greater than zero, the Issuer will apply such funds, firstly, towards the purchase of available VM Accounts Receivable in accordance with the Framework Assignment Agreement (if such Business Day is also a Value Date) and, secondly, to fund an Excess Cash Loan to VMIH.

Issue Date Facility

The New VM Financing Facility Agreement will further provide for a term loan facility (the "**Issue Date Facility**" and, together with the Interest Facility and the Excess Cash Facility, the "**New VM Financing Facility**"), under which the Issuer will fund interest-bearing loans to VMIH (the "**Issue Date Facility Loans**") on the Issue Date and from time to time, thereafter, as applicable. Interest on the Issue Date Facility Loans will be payable semi-annually in arrears on each January 15 and July 15 (each, an "**Issue Date Facility Interest Period Date**"), commencing January 15, 2021. Interest will accrue from the funding date of the relevant Issue Date Facility Loan at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprising twelve 30-day months. Payment of interest in respect of any interest period ending on any Issue Date Facility Interest Period Date will occur no less than one Business Day prior to such Issue Date Facility Interest Period Date.

On or prior to the Issue Date, VMIH, the Issuer and TMF Management (Ireland) Limited (in its capacity as the sole shareholder of the Issuer, the "**Share Trustee**") will enter into an agreement pursuant to which VMIH will agree to pay the Share Trustee £1.3 million in return for the Share Trustee procuring that the Issuer enters into certain Transaction Documents. Such payment will be conditional on the Share Trustee subscribing £1.3 million (the "**Subscription Proceeds**") for one million of the Issuer's Class B, non-voting and non-dividend bearing shares (the "**Issue Date Shares**") which the Issuer will allot and issue to the Share Trustee. The Issuer will lend the Subscription Proceeds from the Issue Date Shares, if any, to VMIH as an Issue Date Facility Loan under the Issue Date Facility. In practice, the process will be almost cashless, as nearly all of the payment by VMIH to the Share Trustee will ultimately be lent back to VMIH as an Issue Date Facility Loan.

Principal and accrued interest (if applicable) on the New VM Financing Facility Loans will become due and payable in full on the earlier of (i) the Maturity Date of the Notes or (ii) the date of early redemption of the Notes in accordance with the Conditions.

The New VM Financing Facility Agreement will also provide for certain payments to the Issuer by VMIH and certain payments to VMIH by the Issuer. On the Issue Date, pursuant to the New VM Financing Facility Agreement, VMIH will pay to the Issuer an upfront payment in an amount equal to any underwriting fees, commissions and/or certain expenses incurred or paid by the Issuer in relation to the issuance of the Notes (if any). In addition, the New VM Financing Facility Agreement will provide for the periodic payment of Shortfall Payments or Excess Arrangement Payments, as described below under " *—Payment of Interest on the Notes*".

Payment of Interest on the Notes

Interest on the Notes will be payable semi-annually in arrears on each January 15 and July 15 (each, an "**Interest Payment Date**"), commencing, in the case of the Notes offered hereby, January 15, 2021. Interest on the Notes will accrue from the Issue Date at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprising of twelve 30-day months. Pursuant to the terms of the New VM Financing Facility Agreement and the Expenses Agreement, and in consideration of the Issuer providing the New VM Financing Facility to VMIH, VMIH will make certain payments to the Issuer to the extent necessary to enable the Issuer to make interest payments when due under the Notes. The Issuer will fund the payment of scheduled interest on the Notes on each Interest Payment Date from the Interest Proceeds Account as follows:

1. firstly, to the extent that there are amounts in the Interest Proceeds Account on the Business Day prior to such Interest Payment Date, the Issuer will utilize such amounts towards the payment of scheduled interest on the Notes;

2. secondly, the Issuer will demand, upon no less than six Business Days' notice prior to such Interest Payment Date, that VMIH prepay Interest Facility Loans under the Interest Facility (and VMIH will repay such Interest Facility Loans on or prior to the fifth Business Day following receipt of such demand), in a principal amount equal to the lesser of:

   a. an amount equal to the interest due and payable on the Notes on such Interest Payment Date less any amounts in the Interest Proceeds Account referred to in paragraph (1) above; and

   b. the total amount of Interest Facility Loans outstanding on the Business Day prior to such Interest Payment Date.

   The Issuer will deposit the proceeds of any Interest Facility Loans so prepaid into the Interest Proceeds Account;

3. thirdly, on or prior to the Business Day immediately preceding each Interest Payment Date (other than the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions), VMIH will make a payment to the Issuer (each, as calculated in accordance with the Agency and Account Bank Agreement, a "**Term Shortfall Payment**") in an amount equal to the positive difference, if any, between (i) the amount of interest due on the Notes on such Interest Payment Date, *less* (ii) the sum of (x) the amount of any Interest Facility Loans to be repaid pursuant to paragraph (2) above and (y) amounts in the Interest Proceeds Account referred to in paragraph (1) above.

   By contrast to the Term Shortfall Payment, to the extent that on any Interest Payment Date (other than the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions) there is any balance on the Interest Facility Loans not repaid by VMIH to the Issuer pursuant to paragraph (2) above, the Issuer will make a payment to VMIH (each, as calculated in accordance with the Agency and Account Bank Agreement, a "**Term Excess Arrangement Payment**") in an amount equal to such balance of the Interest Facility Loans outstanding on such Interest Payment Date. Any Term Excess Arrangement Payment will be paid as a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) (or to the extent that the Term Excess Arrangement Payment amount exceeds the amount of interest and fees previously paid under the New VM Financing Facility Agreement, shall constitute an advance rebate of interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) to be paid under the New VM Financing Facility Agreement) (on a cashless basis, by offsetting such Term Excess Arrangement Payment against the amounts due by VMIH under the Interest Facility Loans).

4. fourthly, on or prior to the Business Day immediately preceding the final Interest Payment Date (being the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions), VMIH will make a payment to the Issuer (as calculated in accordance with the Agency and Account Bank Agreement, a "**Maturity Shortfall Payment**", together with the Term Shortfall Payments, the "**Shortfall Payments**" and each a "**Shortfall Payment**") in an amount equal to the positive difference, if any, between (i) the aggregate principal amount of the Notes to be repaid together with the amount of interest due on the Notes on such final Interest Payment Date, *less* (ii) the sum of:

    a. all Collected Amounts on all Assigned Receivables to be repaid or prepaid to the Issuer on or prior to two Business Days prior to the final Interest Payment Date;

    b. any other amounts (including any accrued interest) due to be paid by the Platform Provider to the Issuer pursuant to the Framework Assignment Agreement on or prior to two Business Days prior to the final Interest Payment Date;

    c. the principal amount of and interest due on all of the New VM Financing Facility Loans to be paid to the Issuer on maturity of the New VM Financing Facility; and

    d. all other amounts standing to the credit of each of the Lender Interest Proceeds Account and the Lender Principal Proceeds Account (to the extent not included in the above).

    By contrast to the Maturity Shortfall Payment, to the extent that any calculation in this paragraph (4) results in a negative value, the Issuer will pay or transfer to VMIH (as calculated in accordance with the Agency and Account Bank Agreement, a "**Maturity Excess Payment**", together with the Term Excess Arrangement Payments, the "**Excess Arrangement Payments**" and each an "**Excess Arrangement Payment**") (as a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment)) in an amount which would return such negative value to zero; *provided, however*, that such payment will only be made after all amounts due and payable to Noteholders under the Notes have been settled.

Approved Exchange Offer

In order to extend the availability of the committed financing for the purchase of VM Accounts Receivable represented by the Committed Principal Proceeds beyond the Maturity Date of the Notes, VMIH may, at any time, enter into an exchange offer and payables financing plan agreement (a "**Plan Agreement**") with a new entity (a "**New Issuer**"). Pursuant to any such Plan Agreement, the New Issuer will procure from VMIH a commitment to cancel amounts of the New VM Financing Facility as set forth below, and will enter into agreements with VMIH, the Platform Provider, the Notes Trustee and other relevant counterparties providing for the New Issuer's purchase of VM Accounts Receivable on terms and conditions substantially similar to the Transaction Documents.

Promptly after entering into the Plan Agreement, the New Issuer will launch an exchange offer (the "**Approved Exchange Offer**") designed to allow Noteholders to exchange up to a specified principal amount of Notes for a principal amount of new notes (the "**New Notes**") to be set out in the Approved Exchange Offer. Upon consummation of the Approved Exchange Offer, subject to the terms of the Trust Deed:

(i) The New Issuer will issue a specified amount of New Notes to the Noteholders validly tendered into the Approved Exchange Offer and not withdrawn. If, upon the expiration of the Approved Exchange Offer, Noteholders have validly tendered more Notes than the New Issuer is able to accept pursuant to the Approved Exchange Offer, the New Issuer will accept for exchange Notes validly tendered and not withdrawn on a pro rata basis, based on the proportion that the aggregate principal amount of Notes to be accepted bears to the aggregate principal amount of Notes validly tendered and not withdrawn; and

(ii) The Issuer will purchase from the New Issuer any Notes accepted by the New Issuer pursuant to the Approved Exchange Offer and will cancel such purchased Notes. As consideration for such purchase, the Issuer will simultaneously pay, assign and transfer to the New Issuer:

    (A) Assigned Receivables such that (a) minus (b) is equal to or less than (c) plus (d); where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, where "**Relevant Percentage**" means the proportion that the aggregate principal amount of Notes accepted into the Approved Exchange Offer bears to the aggregate principal amount of Notes outstanding as of the date of consummation of the Approved Exchange Offer (the "**Determination Date**"), (b) is the

aggregate historical Purchase Price Amount of such Assigned Receivables assigned to the New Issuer pursuant to this clause (A), (c) is the balance of Excess Cash Loans outstanding on the Determination Date, and (d) is any Interim Platform Amounts to be credited to the Issuer on the Determination Date. The Assigned Receivables to be assigned to the New Issuer pursuant to this clause (A) will be selected by an independent financial, banking, accounting or other similar advisor designated by VMIH, the Issuer or the Administrator with a mandate to maximise the aggregate Purchase Price Amount of the transferred Assigned Receivables whilst ensuring that they have the shortest maturities possible. Assigned Receivables will only be assigned and transferred to the New Issuer pursuant to this clause (A) in whole, and not in part;

(B) The cash proceeds from the repayment of Interest Facility Loans (to be demanded by the Issuer or the Administrator) in an amount equal to (a) minus (b); where (a) is the accrued and unpaid Premium that remained outstanding on the Assigned Receivables assigned pursuant to clause (A) above as of the immediately preceding Interest Payment Date and (b) is any accrued and unpaid Retained Amount Interest that remained outstanding as of the Determination Date in respect of the "**Retained Amounts**" (being collectively, Retained Collected Amounts, Delayed Aggregate Amounts and/or Excess Requested Purchase Price Amounts) (as determined in accordance with the Agency and Account Bank Agreement described elsewhere in this Offering Circular) to be transferred to the New Issuer pursuant to clause (D) below, as applicable;

(C) The cash proceeds from the repayment of Excess Cash Loans (to be demanded by the Issuer or the Administrator) in an amount equal to (a) minus (b) minus (c), where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, (b) is the aggregate Purchase Price Amounts of Assigned Receivables assigned to the New Issuer pursuant to clause (A) above, and (c) is any Interim Platform Amounts to be credited to the Issuer on the Determination Date;

(D) The cash proceeds from the payment by the Platform Provider to the Issuer on the Determination Date of any Retained Amounts and any other Interim Platform Amounts; and

(E) An "**Accrued Facility Interest and Shortfall Amount**" equal to (a) minus (b) minus (c) minus (d) minus (e), where (a) is the aggregate principal amount of Notes tendered into the Approved Exchange Offer, (b) is the aggregate Purchase Price Amounts of the Assigned Receivables assigned pursuant to clause (A) above plus accrued and unpaid Premium thereon through the Determination Date, (c) is the amount of cash proceeds set out in clause (B) above, (d) is the amount of cash proceeds set out in clause (C) above and (e) is the amount of cash proceeds set out in clause (D) above. The Issuer will demand repayment of Excess Cash Loans in an amount equal to any Accrued Facility Interest and Shortfall Amount in order to make such payment.

Accounts Payable Management Services Agreement

VM Accounts Receivable purchased by the Issuer pursuant to the Framework Assignment Agreement are uploaded by an Obligor (or LGC on its behalf) or VMIH to the SCF Platform (as defined in Condition 1 (*Definitions and Principles of Construction*)) managed by the Platform Provider to facilitate receivables financing provided by the Platform Provider and other participating funding providers, including the Issuer. The SCF Platform is made available to VMIH and certain of its subsidiaries, and is administered under the terms of the Accounts Payable Management Services Agreement.

The Platform Provider and the Obligors have, among others, entered into the Accounts Payable Management Services Agreement (as defined in Condition 1 (*Definitions and Principles of Construction*)). Under the terms of the APMSA, the Obligors (which, in the context of this section entitled "*Accounts Payable Management Services Agreement*" shall include reference to the Obligors' Parent, the eligible Subsidiary Obligors and Virgin Media Ireland Ltd.) are "**Buyer Entities**" who may upload Electronic Data Files containing details of Receivables on to the SCF Platform to enable the purchase (or deemed purchase) by or transfer (or deemed transfer) to the Platform Provider of such Receivables from the relevant Supplier. Additional Subsidiary Obligors may accede to the APMSA by entering into an accession letter (substantially in form set out in the APMSA) with the Platform Provider and the Obligors' Parent, and an existing Subsidiary Obligor may cease to be a "Buyer Entity" for the purposes of the APMSA if the Platform Provider or Obligors' Parent provides written notice to such effect. Pursuant to the Agency and Account Bank Agreement, the Obligors' Parent will undertake to the Issuer that the Obligors' Parent may notify the Platform Provider of a resignation of a Subsidiary Obligor only if all Outstanding Amounts owed by such Subsidiary Obligor (as principal obligor) in respect of its

Assigned Receivables have been settled in accordance with the APMSA on or prior to the date of its resignation, and the Obligors' Parent will agree to promptly provide written notification of the same to the Issuer (or the Administrator on its behalf).

From time to time, an Obligor (or LGC on its behalf) or VMIH may execute an Upload and designate such uploaded Receivables as "approved". Immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will immediately give rise to new Payment Obligations, being independent and primary obligations of each Obligor, jointly and severally, (on the basis described in the sections entitled "*Description of the Receivables*" and "*Summary of Principal Documents—Accounts Payable Management Services Agreement*" included elsewhere in this Offering Circular) to make or cause payment to be made of the Certified Amount (as defined below) to the Relevant Recipient on the Confirmed Payment Date in respect of such Approved Platform Receivable. Eligible Receivables (as further described in "*Summary of Principal Documents—Accounts Payable Management Services Agreement*" included elsewhere in this Offering Circular) may include those with a Confirmed Payment Date of up to 360 days from the issuance date of the relevant invoice. In respect of SCF Transfers of Receivables a margin of 2.70% per annum (the "**Initial Margin**", as may be amended from time to time by any applicable Margin Amendments, the "**Margin**") calculated on the basis of the relevant Outstanding Amounts (which includes the Platform Provider Processing Fee) over the Reference Rate that applies to such Receivables.

The Margin applies from the date of the relevant SCF Transfer until the Confirmed Payment Date in respect of such Payment Obligation (and the Receivable related thereto, solely to the extent that such Receivable has been acquired by the Platform Provider). The Reference Rate (being, in this case, GBP LIBOR with a floor of zero) is determined by the remaining tenor between the date of an SCF Transfer and the Confirmed Payment Date (i.e. between 1 and 30 days, 1 month base rate will apply; between 31 and 60 days, 2 months base rate will apply). The Reference Rate plus the Margin are used to calculate the Applied Discount that the Platform Provider will deduct from the Certified Amount in the case of transfer by the Platform Provider of the VM Account Receivable prior to the Confirmed Payment Date, and accordingly is used in the calculation of the Purchase Price Amount for each VM Account Receivable. The Margin under the APMSA may not be amended without the written consent of the Issuer, and pursuant to the terms of the other Transaction Documents, the Issuer will agree to provide its written consent to any amendment of the Margin (without being required to seek the consent of the Noteholders) so long as the obligations of the New VM Financing Facility Borrower in favour of the Issuer under Clause 11.2 ("*Facility Fees*") of the New VM Financing Facility Agreement remain in full force and effect.

Pursuant to the APMSA, the Obligors' Parent and, as applicable, each Subsidiary Obligor appoints the Platform Provider as paying agent with respect to the settlement of any VM Account Receivable. Settlement requires the Obligors' Parent (or, at its option, a Subsidiary Obligor) to make an electronic transfer of the Certified Amount (as defined below) to the Platform Provider's designated bank account on the Confirmed Payment Date, and the Platform Provider will, in turn, transfer such Certified Amount (or part thereof as received by the Platform Provider) to the relevant recipient (which shall be the Issuer in respect of Assigned Receivables) on the same Confirmed Payment Date. As used herein, "**Certified Amount**" means, with respect to a Payment Obligation, the Outstanding Amount of such Payment Obligation (as specified in an Electronic Data File) on the "**Certified Amount Fixed Date**", being the date the relevant Electronic Data File is uploaded in respect of such Payment Obligation. Failure by any Obligor to pay all or any part of the Certified Amount by the Confirmed Payment Date will cause default interest to accrue on the unpaid sum at a rate of 1-month GBP LIBOR (or any other applicable reference rate selected by the Platform Provider and VMIH) *plus* 7% per annum, until the Certified Amount has been discharged in full.

Prior to an SCF Transfer in respect of an Approved Platform Receivable, if an Obligor wishes to reduce the amount of any Approved Platform Receivable for any reason (including as a result of any lien, right of set-off, defence, claim, counterclaim, or other certain adverse claim), it may post the amount to be deducted from such Approved Platform Receivable (each, a "**Credit Note**") as an entry in an Electronic Data File and such Credit Note will be allocated to such Approved Platform Receivable (and shall reduce the corresponding Payment Obligation that will arise following an SCF Transfer). No Credit Notes may be allocated to an Approved Platform Receivable (and the corresponding Payment Obligation) following an SCF Transfer in respect of such Approved Platform Receivable. Additionally, each Obligor agrees to be responsible for the accuracy of all information submitted by them in respect of VM Accounts Receivable and the Obligors' Parent agrees to comply with certain reporting requirements set out in the APMSA.

Under the APMSA, each Obligor represents, warrants and covenants to the Platform Provider at the date of (a) an Upload, (b) any SCF Transfer resulting in any Payment Obligation arising and the transfer or acquisition of the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) and (c) transfer via the SCF Platform and/or as permitted by the APMSA (in each case, including each applicable Assignment Date), as applicable, among other things: (i) that the Approved Platform Receivable meets certain criteria under the APMSA, including (but not limited to) having a Confirmed Payment Date of no more than 360 days from the issuance date of the relevant invoice and being denominated in an agreed currency; (ii) that the Approved Platform Receivable is not subject to any mortgage, charge, pledge, lien, other encumbrance or (to the best of the relevant Obligor's knowledge) other personal right or right in rem of any third party and has, to the best of the relevant Obligor's knowledge, not been transferred or transferred in advance; (iii) that each Payment Obligation and the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) is free of any adverse claims, including any lien, right of set-off, netting, abatement, reduction, claim, defence or counterclaim; (iv) that each Payment Obligation and Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) can be validly transferred in accordance with the terms of the APMSA; and (v) that each Payment Obligation will be settled by an Obligor by the payment of the relevant Certified Amount on the relevant Confirmed Payment Date without withholding, deduction or set-off.

The APMSA also provides that the following occurrences, among others, constitute events of default, whereupon the Platform Provider shall have the right (but not the obligation) to suspend or terminate the provision of accounts payable management services and prohibit the creation of any further Payment Obligations (each, an "**APMSA Event of Default**"): (i) breach by any Obligor of any obligation or certain representations, warranties or covenants in the APMSA, which has not been remedied, if it can be remedied, for a period of ten days (which grace period shall not apply if such breach relates to a financial interest of an amount in excess of £5.0 million); (ii) non-payment of any amount due under the APMSA, including all or any part of any Certified Amount (subject to a grace period of one Business Day in the case of principal, and three Business Days in the case of any other amount); (iii) if any Obligor is unable, deemed unable, or admits inability to pay its debts as they fall due; and (iv) any corporate action, legal proceedings or other procedure is taken in relation to the suspension of payments, winding-up, or dissolution of any Obligor, or any composition, compromise, assignment or arrangement with any creditor of any Obligor, or the appointment of a liquidator, receiver, or other similar officer in respect of any Obligor.

The Obligors' Parent has also agreed to provide certain indemnities to the Platform Provider under the APMSA, including (but not limited to) indemnities against any losses directly suffered for or on account of tax, reasonable losses incurred as a direct result of any APMSA Event of Default or failure by any Obligor to pay any amount due under the APMSA, and any costs, expenses, claims or losses incurred as a result of the incorrect calculation by any Obligor of the amount of any Receivable uploaded in an Electronic Data File.

Subject to the consent of the Obligors' Parent (which will not be unreasonably withheld), the Platform Provider may assign, transfer or deal in any other manner with any VM Account Receivable that has been transferred to it, and/or all of its rights against any Obligor or under the APMSA, in part or in whole, to any third party; *provided, however*, that the Platform Provider may transfer any of its rights in VM Accounts Receivable to any of its affiliates without the consent of the Obligors' Parent if the Platform Provider promptly (and in any event, within three Business Days of such transfer) provides written notice to the Obligors' Parent of such transfer. No Obligor may so assign or transfer its respective rights and obligations under the APMSA without the written consent of the Platform Provider, and such consent shall not be unreasonably withheld or delayed.

Each of the Platform Provider and the Obligors' Parent may unilaterally terminate the APMSA upon notice to the other parties, if any other party breaches a material provision of the APMSA and fails to cure such breach within 10 days following written notice from another party requiring them to remedy such breach. The Platform Provider may also terminate the APMSA: (i) for any reason upon 12 months' prior written notice to the Obligors' Parent and LGC; and (ii) immediately, upon written notice, if it becomes unlawful for the Platform Provider in any applicable jurisdiction to perform any of its obligations thereunder. The Obligors' Parent or LGC may terminate the APMSA for any reason upon 20 Business Days' prior written notice to the Platform Provider. Following termination of the APMSA, the Obligors will no longer be permitted to use to the SCF Platform. All rights, duties and obligations of the parties to the APMSA with respect to the Payment Obligations posted to the SCF Platform prior to the effective date of any termination shall survive the termination of the APMSA.

SCF Platform Addition

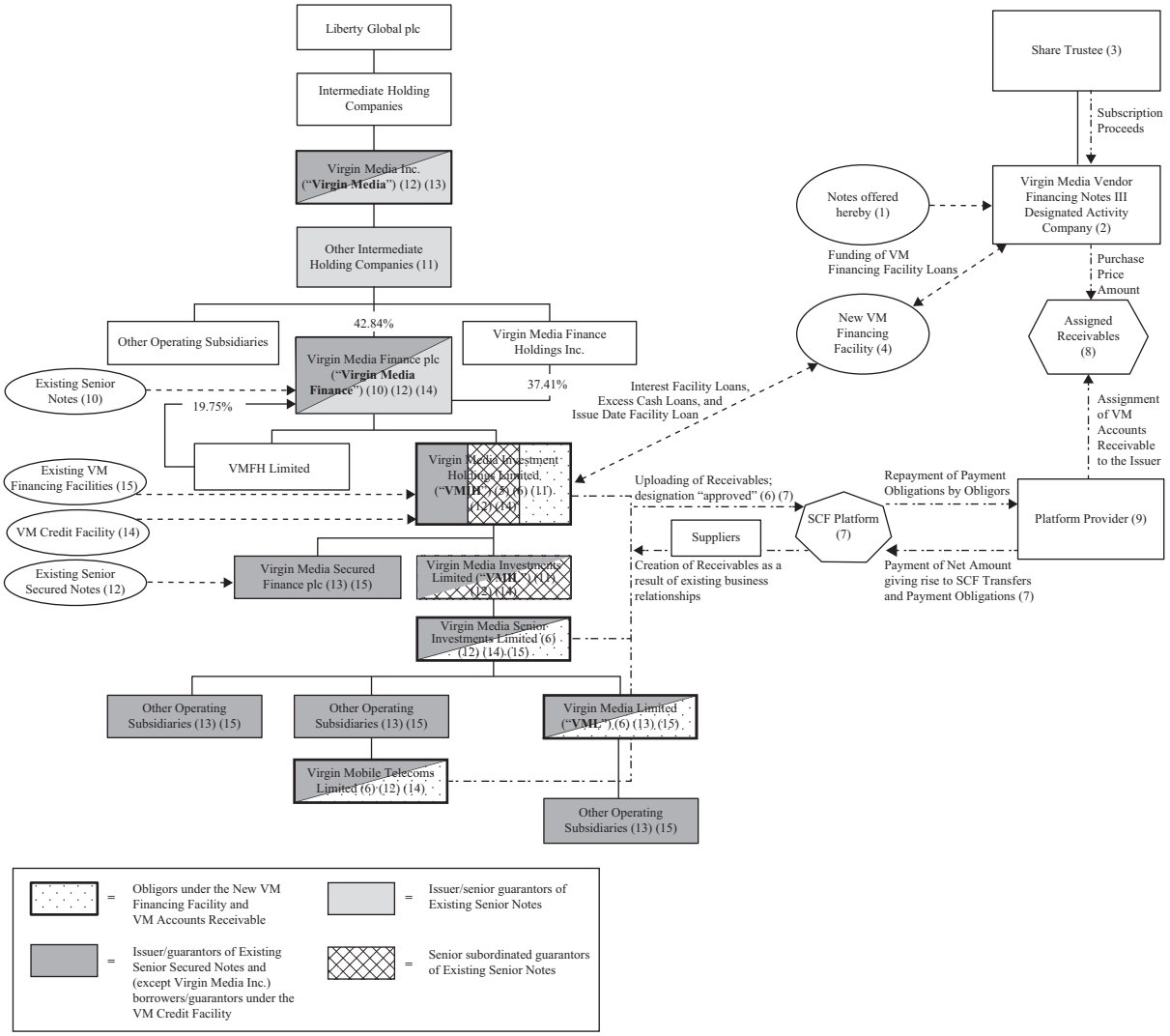
At any time, VMIH and the Subsidiary Obligors may, at their option, elect to participate in an additional system established and administered by another Platform Provider. In connection with any SCF Platform Addition, VMIH and the Subsidiary Obligors may enter into additional accounts payable management services agreements (or equivalent) and the Issuer may (and upon request by VMIH, shall) enter into one or more additional receivables assignment agreements (or equivalent), pursuant to which the Issuer will purchase eligible VM Accounts Receivable from such additional Platform Provider. The consent of Noteholders will not be required for VMIH, the Subsidiary Obligors and the Issuer to give effect to any SCF Platform Addition (including the modification of any Transaction Documents to implement such SCF Platform Addition), and the Administrator will enter into any SCF Platform Addition Documentation (as defined elsewhere in this Offering Circular) if the Administrator receives written confirmation from VMIH (with a copy to the Notes Trustee) that, in VMIH's determination, the entry into such SCF Platform Addition Documentation is reasonably required to implement such SCF Platform Addition and does not materially and adversely affect the interests of Noteholders.

2018 Receivables Financing Notes Redemption

In connection with the issuance of the Notes offered hereby, the New VM Financing Facility Borrower expects to repay all of the 2018 VM Financing Facilities and all of the 2018 Receivables Financing Notes will be redeemed by the 2018 RFN Issuer (the "**2018 RFN Redemption**"). The 2018 RFN Redemption will include a block sale and assignment by the 2018 RFN Issuer of any VM Accounts Receivable purchased and held by the 2018 RFN Issuer (the "**Block VM Accounts Receivable**") prior to such 2018 RFN Redemption to the Platform Provider. The Platform Provider is expected to sell and assign the Block VM Accounts Receivable (which are expected to be in an amount not less than £300.0 million) to the Issuer under the Framework Assignment Agreement on or shortly following the Issue Date (the "**Block Transfer**").

SUMMARY CORPORATE AND FINANCING STRUCTURE

The following chart sets forth certain aspects of the corporate and financing structure of Virgin Media after giving effect to the Transactions.



(1) The Notes will be limited recourse and senior obligations of the Issuer. The Notes will be secured by the Notes Collateral. Other than under the limited circumstances described in the Offering Circular, Noteholders will not have a direct claim on the cash flow or assets of Virgin Media and its subsidiaries, and Virgin Media and its subsidiaries will have no obligation, contingent or otherwise, to pay amounts due under the Notes, or to make funds available to the Issuer for those payments, other than the obligations of (i) the Obligors to make payments to the Issuer in respect of the Assigned Receivables, (ii) the Obligors to make payments to the Issuer in respect of the New VM Financing Facility Agreement, or (iii) VMIH to make payments to the Issuer under the Expenses Agreement, and in each case of (i) to (iii) above, any agreements related thereto to which they are party. On or following the Issue Date, the net proceeds of the issuance of the Notes *plus* any upfront payments payable by VMIH under the New VM Financing Facility Agreement, will be used by the Issuer to finance the purchase of VM Accounts Receivable (including the Block Transfer) pursuant to the Framework Assignment Agreement. It is expected that the Issuer will complete the Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. To the extent that there are not sufficient VM Accounts Receivable available for purchase on the first Value Date falling on or after the Issue Date, the Issuer will advance any excess proceeds from the issuance of the Notes to the New VM Financing Facility Borrower as Excess Cash Loans under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement. On the Issue Date, the Issuer will also fund an Issue Date Facility Loan, in a principal amount equal to the Subscription Proceeds under the Issue Date Facility to VMIH, pursuant to the New VM Financing Facility Agreement.

(2) Legal title to the Shares in Dolya Holdco 17 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes III Designated Activity Company) are held by the Share Trustee (with the beneficial interest being held on charitable trust formed under the laws of Ireland pursuant to the Declaration of Trust (as defined in "*Description of the Issuer*")).

(3) VMIH, the Issuer and the Share Trustee will enter into the Issue Date Arrangements Agreement pursuant to which VMIH will agree to pay the Share Trustee an amount representing the Subscription Proceeds and Subscriber Profit in return for the Share Trustee procuring that the Issuer enters into certain Transaction Documents in connection with the offering of the Notes. Such payment will be conditional on the Share Trustee subscribing for the Issue Date Shares which the Issuer will allot and issue to the Share Trustee on the Issue Date. The Issuer will lend the Subscription Proceeds from the Issue Date Shares to VMIH as an Issue Date Facility Loan under the Issue Date Facility. In practice, the process will be almost cashless, as nearly all of the payment by VMIH to the Share Trustee will ultimately be lent back to VMIH as an Issue Date Facility Loan.

(4) The New VM Financing Facility made available pursuant to the New VM Financing Facility Agreement include the Excess Cash Facility, the Interest Facility and the Issue Date Facility. The New VM Financing Facility Agreement also provides certain Shortfall Payments to the Issuer by VMIH, and certain Excess Arrangement Payments to VMIH by the Issuer. Additionally, on the Issue Date, pursuant to the Expenses Agreement and the New VM Financing Facility Agreement, VMIH will pay to the Issuer an upfront payment in an amount equal to any underwriting fees, commissions and/or certain expenses incurred by the Issuer in relation to the issuance of the Notes. See "*Summary of Principal Documents—New VM Financing Facility Agreement*".

(5) VMIH is the borrower under the New VM Financing Facility Agreement. Indebtedness under the Existing VM Financing Facilities is unsecured. See "*Risk Factors—Risks Relating to the Notes—The right of the Issuer to receive payments from the Obligors in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement and the related agreements, as applicable, is effectively subordinated to the rights of existing and future secured creditors of such Obligors"*. VMIH has also entered into the APMSA (pursuant to which each Obligor provides a joint and several payment undertaking (as further described in "*Summary of Principal Documents—Accounts Payable Management Services Agreement*")), and will, on the Issue Date, enter into the Framework Assignment Agreement to provide certain representations and warranties on behalf of the Obligors to the Issuer (as further described in "*Summary of Principal Documents—Framework Assignment Agreement*").

(6) The Obligors are guarantors under the New VM Financing Facility Agreement. Under the terms of the APMSA, the Obligors (or LGC on its behalf) or VMIH may upload Electronic Data Files containing details of Receivables payable to a Supplier on to the SCF Platform to enable the purchase by the Platform Provider of such Receivables (and the Payment Obligations arising in respect thereof) from the relevant Supplier. On the Issue Date, the Obligors will include VMIH, VML, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited. The Obligors (on a consolidated basis) represent more than 70% of the consolidated total assets as of March 31, 2020 and more than 85% of the consolidated revenue of the Virgin Media Group for the three months ended March 31, 2020. Additional Subsidiary Obligors may accede to the APMSA by entering into an accession letter (substantially in form set out in the APMSA) with the Platform Provider and the Obligors' Parent, and an existing Subsidiary Obligor may cease to be a "Buyer Entity" for the purposes of the APMSA if the Platform Provider or Obligors' Parent provides written notice to such effect and subject to the terms of the Agency and Account Bank Agreement. See "*Summary of Principal Documents—Accounts Payable Management Services Agreement*".

(7) The SCF Platform is the system pursuant to which the Obligors (or LGC on its behalf) or VMIH may upload Receivables. The SCF Platform is managed by the Platform Provider and is administered under the terms of the APMSA to facilitate receivables financing provided by the Platform Provider and other participating funding providers, including the Issuer. Pursuant to the APMSA, the uploading of an Electronic Data File containing details of a Receivable payable to a Supplier on to the SCF Platform, and the designation of such uploaded Receivable as "approved" by an Obligor, will initially give rise to such Receivable being an Approved Platform Receivable. Upon payment by the Platform Providers to the relevant Supplier of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivable and (ii) such payment will immediately give rise to new independent and primary obligations of each Obligor, jointly and severally, to make cause payment to be made to the Relevant Recipient on the Confirmed Payment Date in respect of such Approved Platform Receivable. Virgin Media Ireland Ltd. will not be an eligible Obligor under the Framework Assignment Agreement on and following the Issue Date, and, therefore, none of the Assigned Receivables will be owed by it. See "*Description of the Receivables—Uploading of Receivables onto the SCF Platform and Purchase by the Platform Provider: the Accounts Payable Management Services Agreement*".

(8) Under the Framework Assignment Agreement, from time to time commencing on the Issue Date, the Issuer may purchase and have assigned to it on a non-recourse basis, up to the total amount of Committed Principal Proceeds and the Platform Provider may sell and assign on a non-recourse basis, eligible VM Accounts Receivable that are made available by Suppliers and uploaded by the Obligors to the SCF Platform (including the Block Transfer). Each VM Account Receivable is a Payment Obligation which has been acquired by the Platform Provider (and the Receivable in respect of which such Payment Obligation has arisen, solely to the extent that such Receivable has been acquired by the Platform Provider). See "*Description of the Receivables—Assignment of the VM Accounts Receivable by the Platform Provider to the Issuer: the Framework Assignment Agreement*".

(9) Prior to the service of an Obligor Enforcement Notification, the Platform Provider will act as collection agent for the Issuer in respect of any Collected Amounts received or recovered relating to Assigned Receivables. Pursuant to the APMSA, the Platform Provider also acts as paying agent for the Obligors with respect to the settlement of any VM Account Receivable.

(10) The Existing Senior Notes issued by Virgin Media Finance plc comprise (i) $900.0 million (£725.9 million equivalent) aggregate original principal amount of 4.875% senior notes due 2022 with an aggregate principal amount outstanding of $71.6 million (£57.8 million equivalent) as of March 31, 2020, (ii) £400.0 million aggregate original principal amount of 5.125% senior notes due 2022 with an aggregate principal amount outstanding of £44.1 million as of March 31, 2020, (iii) $500.0 million (£369.7 million equivalent) aggregate original principal amount of 5.25% senior notes due 2022 with an aggregate principal amount outstanding of $51.5 million (£41.6 million equivalent) as of March 31, 2020, (iv) $500.0 million (£403.3 million equivalent) aggregate principal amount of 6.00% senior notes due 2024, with an aggregate principal amount outstanding of $497.0 million (£403.3 million equivalent) as of March 31, 2020. See "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—Existing Senior Notes*".

(11) Virgin Media Communications and Virgin Media Group LLC provide a senior guarantee of the Existing Senior Notes. VMIH and VMIL provide a senior subordinated guarantee of the Existing Senior Notes.

(12) The Existing Senior Secured Notes issued by Virgin Media Secured Finance plc comprise (i) £521.3 million aggregate principal amount of 6.00% senior secured notes due 2025, with an aggregate principal amount outstanding of £521.3 million as of March 31, 2020, (ii) $750.0 million (£605.0 million equivalent) aggregate principal amount of 5.50% senior secured notes due 2026, with an aggregate principal amount outstanding of $750.0 million (£605.0 million equivalent) as of March 31, 2020, (iii) £525.0 million aggregate principal amount of 4.875% senior secured notes due 2027 with an aggregate principal amount outstanding of £525.0 million as of March 31, 2020, (iv) £675.0 million aggregate principal amount of 5.00% senior secured notes due 2027, with an aggregate principal amount outstanding of £675.0 million as of March 31, 2020, (v) $1,425.0 million (£1,149.4 equivalent) aggregate principal amount of 5.50% senior secured notes due 2029 with an aggregate principal amount outstanding of $1,425.0 million (£1,149.4 million equivalent) as of March 31, 2020, (vi) £340 million aggregate principal amount of original 5.25% senior secured notes due 2029 with an aggregate principal amount outstanding of £340.0 million as of March 31, 2020, (vii) £400.0 million aggregate principal amount of 6.25% senior secured notes due 2029 with an aggregate principal amount outstanding of £360.0 million as of March 31, 2020, and (viii) £400.0 million aggregate principal amount of 4.25% senior secured notes due 2030 with an aggregate principal amount outstanding of £400.0 million as of March 31, 2020. See "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—Existing Senior Secured Notes*". The entities, which are borrowers/guarantors under the VM Credit Facility, together with Virgin Media, are the issuer/guarantors of the Existing Senior Secured Notes. Virgin Media Secured Finance and the guarantors under the Existing Senior Secured Notes represent more than 70% of the consolidated total assets as of March 31, 2020 and more than 85% of the consolidated revenue of the Virgin Media Group for the three months ended March 31, 2020.

(13) Virgin Media provides a full and unconditional unsecured guarantee for the VM Notes on a senior basis, 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.

(14) VMIH is the borrower under the VM Credit Facility. The VM Credit Facility has the benefit of a full and unconditional senior secured guarantee from Virgin Media Finance 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. See "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—The VM Credit Facility*".

(15) VMIH is the borrower under the Existing VM Financing Facilities. The Existing VM Financing Facilities are guaranteed by the same entities that will guarantee the New VM Financing Facility. Indebtedness under the Existing VM Financing Facilities is unsecured, and claims of the Issuer under the New VM Financing Facility will rank *pari passu* with any claims against VMIH under the Existing VM Financing Facilities. See "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—2018 VM Financing Facility Agreement*".

SUMMARY FINANCIAL AND OPERATING DATA OF VIRGIN MEDIA

The tables below set out summary financial and operating data of Virgin Media for the indicated periods. The historical consolidated balance sheet and statement of operations data have been derived from the Annual Consolidated Financial Statements and the Interim Condensed Consolidated Financial Statements incorporated by reference herein.

The Consolidated Financial Statements have been prepared in accordance with U.S. GAAP. The following information should be read in conjunction with "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and the Interim Condensed Consolidated Financial Statements, each contained in the 2020 Quarterly Report incorporated by reference herein, and "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and the Annual Consolidated Financial Statements, each contained in the 2019 Annual Report incorporated by reference herein. Our historical results do not necessarily indicate results that may be expected for any future period.

	Three months ended March 31,		Year ended December 31,		
	2020	2019 [a]	2019	2018 [a]	2017 [a]
			in millions		
Virgin Media Consolidated Statements of Operations Data:					
Revenue	£1,266.3	£1,275.5	£5,168.2	£5,150.3	£4,963.2
Operating costs and expenses (exclusive of depreciation and amortization, shown separately below):					
Programming and other direct costs of services	403.6	399.4	1,611.8	1,574.2	1,449.8
Other operating	188.8	178.6	708.1	683.4	660.9
Selling, general and administrative	170.8	177.7	704.3	675.1	680.2
Related-party fees and allocations, net	74.2	35.3	225.4	110.6	100.0
Depreciation and amortization	339.3	448.1	1,738.2	1,798.2	1,808.2
Impairment, restructuring and other operating items, net	4.8	33.4	93.7	101.9	57.5
	1,181.5	1,272.5	5,081.5	4,943.4	4,756.6
Operating income	84.8	3.0	86.7	206.9	206.6
Non-operating income (expense):					
Interest expense	(149.1)	(161.0)	(640.5)	(655.1)	(615.8)
Interest income—related party	64.3	69.3	284.6	314.1	329.9
Realized and unrealized gains (losses) on derivative instruments, net	484.8	(122.0)	(160.4)	471.3	(527.4)
Foreign currency transaction gains (losses), net	(375.7)	96.7	202.2	(364.0)	566.2
Realized and unrealized gains (losses) due to changes in fair values of certain debt, net	(1.4)	(9.3)	(20.8)	0.8	(25.5)
Losses on debt modification and extinguishment, net	—	(0.4)	(115.5)	(28.8)	(52.4)
Other income, net	1.1	1.2	5.4	10.4	10.0
	24.0	(125.5)	(445.0)	(251.3)	(315.0)
Gain (loss) before income taxes	108.8	(122.5)	(358.3)	(44.4)	(108.4)
Income tax benefit (expense)	(25.7)	10.5	21.0	7.4	21.5
Net earnings (loss)	83.1	(112.0)	(337.3)	(37.0)	(86.9)
Net earnings attributable to noncontrolling interest	(1.4)	(0.7)	(5.1)	—	—
Net earnings (loss) attributable to parent	£81.7	£(112.7)	£(342.4)	£(37.0)	£(86.9)

(a) During the fourth quarter of 2019, Liberty Global changed its segment presentation of certain costs related to its centrally managed technology and innovation function as a result of internal changes with respect to the way in which its chief operating decision maker evaluates the performance of its operating segments. These costs, which were previously charged to our company and reflected within the applicable categories of our fees and allocations, net, are now allocated (the "**T&I Allocation**") to our company and reflected within (i) other operating expenses and (ii) SG&A expenses in our consolidated financial statements. Amounts presented for all periods have been revised to reflect this change. See note 13 to the Annual Consolidated Financial Statements included in the 2019 Annual Report incorporated by reference herein.

	March 31,	December 31,	
	2020	2019	2018
		in millions	
Virgin Media Consolidated Balance Sheet Data:			
Cash and cash equivalents	£21.2	£34.5	£16.8
Total assets	£20,913.2	£20,579.7	£21,154.6
Total current liabilities (excluding current portion of debt and finance lease obligations)	£ 1,562.4	£ 1,691.4	£ 1,702.3
Total debt and finance lease obligations	£12,452.9	£12,046.3	£12,540.4
Total liabilities	£14,627.0	£14,349.9	£14,613.5
Total owners' equity	£ 6,286.2	£ 6,229.8	£ 6,541.1

The below consolidated cash flow data presents the historical cash flows of Virgin Media's operations for the periods indicated.

	Three months ended March 31,		Year ended December 31,		
	2020	2019	2019	2018	2017
			in millions		
Virgin Media Consolidated Cash Flow Data:					
Cash provided by operating activities	£187.8	£157.2	£2,031.5	£2,202.0	£2,013.8
Cash provided (used) by investing activities	£21.8	£206.3	£(796.9)	£(342.2)	£(1,372.1)
Cash used by financing activities	£(221.1)	£(347.7)	£(1,191.0)	£(1,859.9)	£(640.2)

	As of and for the three months ended March 31, 2020	As of and for the three months ended December 31, 2019
Virgin Media Summary Statistical and Operating Data [(a)]:		
Footprint		
Homes passed	15,920,100	15,834,300
Fixed-Line Customer Relationships		
Fixed-line Customer Relationships	5,952,400	5,953,500
ARPU—Cable Subscription Revenue		
Monthly ARPU per Fixed-Line Customer Relationship	£51.97	£52.44
Customer Bundling		
Fixed Mobile Convergence	22.0%	21.2%
Customer Bundling		
Single-Play	16.7%	16.3%
Double-Play	23.4%	22.9%
Triple-Play	59.9%	60.8%
Mobile Subscribers		
Postpaid	3,085,000	3,013,200
Prepaid	233,400	263,900
Total mobile subscribers	3,318,400	3,277,100
ARPU—Mobile Subscription Revenue		
Monthly ARPU per Mobile Subscriber:		
Including interconnect revenue	£10.69	£10.97
Excluding interconnect revenue	£9.12	£9.44

(a) For information concerning how Virgin Media defines and calculates its operating statistics, see "*Business—Operating Statistics*" in the 2019 Annual Report incorporated by reference herein.

	Three months ended March 31,		Year ended December 31,		
	2020	2019	2019	2018	2017
	in millions, except percentages				
Virgin Media Summary Operating Data:					
Revenue	£1,266.3	£1,275.5	£5,168.2	£5,150.3	£4,963.2
Segment OCF [(a)]	£512.3	£531.5	£2,192.3	£2,246.3	£2,194.3
Segment OCF Margin	40.5%	41.7%	42.4%	43.6%	44.2%
Property and equipment additions	£271.1	£303.4	£1,234.5	£1,488.5	£1,672.2
Property and equipment additions as a % of revenue	21.4%	23.8%	23.9%	28.9%	33.7%

(a) Segment OCF is the primary measure used by our chief operating decision maker and management to evaluate the operating performance of our businesses. Segment OCF is also a key factor that is used by our internal decision makers to (i) determine how to allocate resources and (ii) evaluate the effectiveness of our management for purposes of annual and other incentive compensation plans. As we use the term, Segment OCF is defined as operating income before depreciation and amortization, share-based compensation, related-party fees and allocations, provisions and provision releases related to significant litigation and impairment, restructuring and other operating items. Other operating items include (a) gains and losses on the disposition of long-lived assets, (b) third-party costs directly associated with successful and unsuccessful acquisitions and dispositions, including legal, advisory and due diligence fees, as applicable, and (c) other acquisition-related items, such as gains and losses on the settlement of contingent consideration. Our internal decision makers believe Segment OCF is a meaningful measure because it represents a transparent view of our recurring operating performance that is unaffected by our capital structure and allows management to (1) readily view operating trends, (2) perform analytical comparisons and benchmarking between entities and (3) identify strategies to improve operating performance in the different countries in which we operate. We believe our Segment OCF measure is useful to investors because it is one of the bases for comparing our performance with the performance of other companies in the same or similar industries, although our measure may not be directly comparable to similar measures used by other public companies. Segment OCF should be viewed as a measure of operating performance that is a supplement to, and not a substitute for, operating income, net earnings or loss, cash flow from operating activities and other U.S. GAAP measures of income or cash flows. A reconciliation of operating income to Segment OCF is as follows:

	Three months ended March 31, 2020		Year ended December 31,		
	2020	2019	2019	2018	2017
			in millions		
Operating income	£84.8	£3.0	£86.7	£206.9	£206.6
Share-based compensation expense	9.2	11.7	48.3	28.7	22.0
Related-party fees and allocations, net	74.2	35.3	225.4	110.6	100.0
Depreciation and amortization	339.3	448.1	1,738.2	1,798.2	1,808.2
Impairment, restructuring and other operating items, net	4.8	33.4	93.7	101.9	57.5
Segment OCF	£ 512.3	£ 531.5	£2,192.3	£2,246.3	£2,194.3

	As of and for the six months ended March 31, 2020
	in millions, except ratios
Certain As Adjusted Covenant Information:	
Annualized EBITDA [(1)]	£2,127.2
As adjusted total covenant senior net debt [(2)]	£8,173.1
As adjusted total covenant net debt [(2)]	£9,206.4
Ratio of as adjusted total covenant senior net debt to annualized EBITDA [(1)(2)]	3.84x
Ratio of as adjusted total covenant net debt to annualized EBITDA [(1)(2)]	4.33x

(1) Annualized EBITDA is calculated by multiplying "Consolidated EBITDA" (as defined in the New VM Financing Facility Agreement contained in "Annex A" beginning on page A-1 of this Offering Circular) for the six months ended March 31, 2020 (£1,063.6 million) by two. The definition of "Consolidated EBITDA" differs from the definition of "Consolidated EBITDA" and "EBITDA" under certain of the indentures governing the VM Notes and certain equivalent definitions and ratios in the VM Credit Facility and the Existing VM Financing Facilities.

(2) As adjusted total covenant senior net debt and as adjusted total covenant net debt are calculated in accordance with the "Consolidated Net Leverage Ratio" (as defined in the New VM Financing Facility Agreement contained in "Annex A" beginning on page A-1 of this Offering Circular) and are adjusted to give effect to the anticipated Interest Facility Loan under the Interest Facility on or shortly following the Issue Date. As adjusted total covenant senior net debt and as adjusted total covenant net debt presented here differ from the calculation of "Indebtedness" under the "Consolidated Leverage Ratio" and "Leverage Ratio", as applicable, under certain of the indentures governing the VM Notes and certain equivalent definitions and ratios in the VM Credit Facility and the Existing VM Financing Facilities. The amounts shown, which, if applicable, take into account currency swaps but do not include premiums or discounts, differ from the debt figures that are reported under "*Summary of Virgin Media—Capitalization of Virgin Media*" in this Offering Circular. After giving effect to any incurrence of indebtedness in connection with a Potential Financing Transaction in compliance with the applicable covenants, including in connection with permitted refinancing debt, permitted acquisition debt or other exceptions to the restriction on our ability to incur indebtedness, the ratio of as adjusted total covenant senior net debt to annualized EBITDA and the ratio of as adjusted total covenant net debt to annualized EBITDA could increase above the ratio of as adjusted total covenant senior net debt to annualized EBITDA and the ratio of as adjusted total covenant net debt to annualized EBITDA, respectively, as of March 31, 2020 (each as shown above), and such increase could be material. See "*Risk Factors—Risks Relating to the Notes—Virgin Media or its subsidiaries may incur additional indebtedness prior to, or within a short time period following, the Issue Date of the Notes, which indebtedness could increase Virgin Media's leverage and may have terms that are more or less favorable than the terms of the Notes and Virgin Media's other existing indebtedness*".

SUMMARY OF THE NOTES

The information set out in this Section of this Offering Circular entitled "*Terms and Conditions of the Notes*" is a summary of the principal features of the transaction. This summary should be read in conjunction with, and is qualified in its entirety by reference to, the detailed information appearing elsewhere in this Offering Circular and to the terms of the Notes, the Trust Deed, the Framework Assignment Agreement and the other Transaction Documents.

PARTIES:

Issuer	Dolya Holdco 17 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes III Designated Activity Company), a designated activity company incorporated under the laws of Ireland with registered number 669525 and with its registered office at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. For more detailed information relating to the Issuer, see "*Description of the Issuer*".
Initial Purchasers	Deutsche Bank AG, London Branch, Credit Suisse Securities (Europe) Limited, ING Bank N.V., London Branch, ABN AMRO Bank N.V., Banca IMI S.p.A., Crédit Agricole Corporate and Investment Bank, Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH, Mediobanca Banca di Credito Finanziario S.p.A. and RBC Europe Limited.
Platform Provider	ING Bank N.V., a company incorporated under the laws of the Netherlands with registered number 33031431, acting through its office at Amsterdamse Poort, Bijlmerplein 888, 1102 MG Amsterdam, the Netherlands, and any successors, assigns or replacements in accordance with the Transaction Documents.
New VM Financing Facility Borrower	Virgin Media Investment Holdings Limited, a private limited company organized and existing under the laws of England and Wales, with registered number 03173552, whose registered office is at 500 Brook Drive, Reading, RG2 6UU, United Kingdom, in its capacity as the borrower under the New VM Financing Facility Agreement.
New VM Financing Facility Guarantors	Virgin Media Limited, a private limited company incorporated under the laws of England and Wales with registered number 02591237 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Mobile Telecoms Limited, a private limited company incorporated under the laws of England and Wales with registered number 03707664 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Media Senior Investments Limited, a private limited company incorporated under the laws of England and Wales with registered number 10362628 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; and any additional "Buyer Subsidiary" (as defined in the Accounts Payable Management Services Agreement) that accedes to the Accounts Payable Management Services Agreement in accordance with its terms, each in its capacity as a Subsidiary Obligor under the Accounts Payable Management Services Agreement, other than the Excluded Buyer.
Security Trustee and Notes Trustee	BNY Mellon Corporate Trustee Services Limited, a limited liability company registered in England and Wales, whose registered office is at One Canada Square, London, E14 5AL, England in its capacities,

	respectively, as security trustee (the "**Security Trustee**") and notes trustee (the "**Notes Trustee**") under the Trust Deed, and any successors or assigns thereunder.
Administrator	The Bank of New York Mellon, London Branch, a banking corporation organized and existing under the laws of the state of New York acting through its branch office at One Canada Square, London E14 5AL, England in its capacity as administrative agent (together with any successor thereto approved or appointed by the Issuer, the "Administrator") under the Agency and Account Bank Agreement or any successors or assigns thereunder.
Account Bank, Paying Agent and Transfer Agent	The Bank of New York Mellon, London Branch, a banking corporation organized and existing under the laws of the state of New York acting through its branch office at One Canada Square, London E14 5AL, England in its capacity as account bank (the "Account Bank"), as paying agent (the "Paying Agent") and as transfer agent (the "Transfer Agent") under the Agency and Account Bank Agreement or any successors or assigns thereunder.
Corporate Servicer	TMF Administration Services Limited, having its registered office at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland, in its capacity as corporate services provider (the "**Corporate Servicer**") under the Corporate Administration Agreement.
Listing Agent	Arthur Cox Listing Services Limited, whose office is at 10 Earlsfort Terrace, Dublin 2, Ireland.
Registrar	The Bank of New York Mellon SA/NV, Luxembourg Branch acting out of its offices at 2-4 Rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, and any successors or assigns.
TRANSACTION OVERVIEW:	
Background	The Issuer wishes to issue £500.0 million in aggregate principal amount of Notes. Through the issuance of the Notes, the Issuer will finance the periodic purchase of VM Accounts Receivable pursuant to the Framework Assignment Agreement (including the Block Transfer) and fund advances to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement. See "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*". All Notes will share in the Notes Collateral.
Description of the Receivables	The Assigned Receivables consist of VM Accounts Receivable assigned to the Issuer in accordance with the Framework Assignment Agreement. See "*Description of the Receivables*".
Representations and Warranties Relating to the Receivables	At the time of acceptance and purchase of VM Accounts Receivable by the Issuer, the Obligors' Parent will represent and warrant, under the Framework Assignment Agreement, to the Issuer, among other things, that such VM Accounts Receivable meet certain eligibility criteria. The eligibility criteria require that such VM Accounts Receivable must: (i) (with respect to the Payment Obligation component of such VM Account Receivable only) be due from the

Obligors on a joint and several basis, (ii) (with respect to the Payment Obligation component of such VM Account Receivable only) be governed by English law, (iii) be denominated in pound sterling, (iv) constitute the legal, valid and binding obligations of each Obligor, enforceable against such Obligor in accordance with its terms, (v) be capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement, so that on purchase the Issuer will receive good title, (vi) be due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors and (vii) have a Scheduled Due Date (as defined in the Framework Assignment Agreement) no later than two Business Days prior to the Maturity Date of the Notes.

Transaction Documents . . . . . The following Transaction Documents have been or will be entered into on or prior to the Issue Date in connection with the issuance of the Notes:

(a) the Trust Deed between, *inter alios*, the Issuer, the Notes Trustee and the Security Trustee;

(b) the Agency and Account Bank Agreement between, *inter alios*, the Issuer, the Administrator and the Account Bank;

(c) the Framework Assignment Agreement between, *inter alios*, the Issuer, the Platform Provider and the Obligors' Parent;

(d) the Accounts Payable Management Services Agreement between ING and the Obligors' Parent;

(e) the Corporate Administration Agreement between the Corporate Servicer and the Issuer;

(f) the New VM Financing Facility Agreement between, *inter alios*, the New VM Financing Facility Borrower and the Issuer and the other Finance Documents (as defined in the New VM Financing Facility Agreement) related thereto;

(g) the Expenses Agreement between the New VM Financing Facility Borrower and the Issuer; and

(h) the Issue Date Arrangements Agreement between the New VM Financing Facility Borrower, the Share Trustee and the Issuer.

The Issuer will also enter into a subscription agreement on or about the date of this Offering Circular, with the Initial Purchasers.

PRINCIPAL TERMS OF THE NOTES:

The Notes . . . . . The Issuer will issue 4.875% vendor financing notes due 2028 in an aggregate principal amount of £500,000,000 on the Issue Date.

For more detailed information, see "*Terms and Conditions of the Notes*".

Issue Date . . . . . June 17, 2020.
Issue Price . . . . . 100.000%.

Form and Denomination	The Notes will be issued in registered form. The Notes will be represented by global notes or certificates in fully registered form without interest coupons to be deposited with and registered in the name of a common depository, for the accounts of Euroclear and/or Clearstream. The Notes will have a minimum authorized denomination of £100,000 principal amount and integral multiples of £1,000 in excess thereof.
Eligible Purchasers	The Notes are being offered hereby (i) to non-U.S. persons (as defined in Regulation S) in offshore transactions in reliance on Regulation S; and (ii) in the United States to persons who are both (x) Qualified Institutional Buyers and also (y) Qualified Purchasers.
ERISA	The Notes are not eligible for purchase by or using the assets of a Benefit Plan Investor or any other employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to Similar Laws.
No Risk Retention Undertaking	When applicable, the U.S. Risk Retention Rules generally require the "securitizer" of a "securitization transaction" to retain at least 5 percent of the "credit risk" of "securitized assets", as such terms are defined for purposes of that statute. No person involved in the offering of the Notes intends to hold interests that would qualify as risk retention interests under the U.S. Risk Retention Rules. See *"Risk Factors—Risks Relating to Regulatory Initiatives—U.S. risk retention requirements"*.
Status and Priority	The Notes constitute direct and, upon issue, unconditional obligations of the Issuer subject to the Trust Deed and the Conditions, and will be secured by the Notes Collateral. The Notes are the obligations solely of the Issuer and not obligations of, or guaranteed by, any of the other parties to the Transaction Documents. The Notes rank *pari passu* without preference or priority among themselves. Certain other obligations of the Issuer rank in priority to the Notes in accordance with the Priorities of Payment. See Condition 3 ("*Status, Priority and Security*"). The Notes Trustee will not accede to the Group Intercreditor Deed or the High Yield Intercreditor Deed and the Noteholders will not be bound by the terms of these intercreditor arrangements.
Use of Proceeds	The proceeds of the issuance of the Notes will be used to purchase VM Accounts Receivable pursuant to the Framework Assignment Agreement (including the Block Transfer) and to fund advances to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement, as further described below, and in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*". See also "*Use of Proceeds*". On or following the Issue Date, the net proceeds of the issuance of the Notes *plus* any upfront payments payable by VMIH under the New VM Financing Facility Agreement, will be used by the Issuer to finance the purchase of VM Accounts Receivable pursuant to the Framework Assignment Agreement (including the Block Transfer). It is expected that the Issuer will complete the Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the

	New VM Financing Facilities by December 31, 2020. To the extent that there are not sufficient VM Accounts Receivable available for purchase on the first Value Date falling on or after the Issue Date, the Issuer will advance any excess proceeds from the issuance of the Notes to the New VM Financing Facility Borrower as Excess Cash Loans under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement. On the Issue Date, the Issuer will also fund an Issue Date Facility Loan in a principal amount equal to the Subscription Proceeds under the Issue Date Facility to VMIH pursuant to the New VM Financing Facility Agreement.
Withholding Tax	Payments on the Notes will be made without withholding or deduction for, or on account of, any present or future taxes or other governmental charges in any taxing jurisdiction, except to the extent required by applicable law. If withholding or deduction for such taxes is required by certain relevant jurisdictions to be made with respect to a payment on the Notes the Issuer will pay, subject to certain exceptions, any Additional Amounts (as defined in Condition 9 ("*Taxation*")) necessary so that the amount a Noteholder receives after the withholding or deduction is not less than the amount that would have been received in the absence of such withholding or deduction. See Condition 9 ("*Taxation*").
Interest Rate	4.875%.
Interest Accrual Period and Basis of Accrual	Interest will accrue from the Issue Date, will be payable semi-annually in arrears and will be computed on the basis of a 360-day year comprising twelve 30-day months.
Interest Payment Dates	Interest will be paid to Noteholders on January 15 and July 15 of each year, commencing on January 15, 2021 or, if any such day is not a Business Day, the next succeeding day which is a Business Day.
Business Day	For the purposes of any payment to be made on the Notes, "Business Day" or "business day" means each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, The Netherlands, New York, U.S., Dublin, Ireland or London, England are authorized or required by law to close.
Early Make-Whole Redemption Event	Subject to certain conditions, the Issuer will, in the event that all or any portion of amounts lent to the New VM Finance Facility Borrower under the Excess Cash Facility are repaid to the Issuer at any time prior to July 15, 2023 pursuant to Clause 7.2(b) ("*Voluntary Prepayment*") of the New VM Finance Facility Agreement (the "**Early Partial Make-Whole Redemption Event**"), redeem an aggregate principal amount of the Notes equal to the principal amount of the Excess Cash Facility prepaid in such Early Partial Make-Whole Redemption Event at the principal amount of such Notes plus the Applicable Premium(as defined in Condition 1 ("*Definitions and the Principles of Constructions—General Interpretation*")), together with interest and other amounts (including any Additional Amounts), if any, accrued to the applicable redemption date. See Condition 6(d) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Make-Whole Redemption Event*"). Subject to certain conditions (including, among other things, that any and all remaining Assigned Receivables are repaid by the Obligors, or

	assigned or agreed to be assigned by the Issuer to another person, prior to the date of redemption and that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of redemption), the Issuer will, in the event that, prior to July 15, 2023 all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are prepaid by the New VM Financing Facility Borrower pursuant to Clause 7.2(b) ("*Voluntary Prepayment*") of the New VM Financing Facility Agreement, redeem the Notes in whole, but not in part, at their principal amount plus Applicable Premium (as defined in Condition 1 ("*Definitions and the Principles of Constructions—General Interpretation*")), together with interest and other amounts (including any Additional Amounts), if any, to the date of redemption. See Condition 6(d) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Make-Whole Redemption Event*").
Early Redemption Event on or after July 15, 2023	Subject to certain conditions, the Issuer will, in the event that all or any portion of amounts lent to the New VM Finance Facility Borrower under the Excess Cash Facility are repaid to the Issuer at any time on or after July 15, 2023 pursuant to Clause 7.2(b) ("*Voluntary Prepayment*") of the New VM Finance Facility Agreement (the "**Early Partial Redemption Event**"), redeem an aggregate principal amount of the Notes equal to the principal amount of the Excess Cash Facility prepaid in such Early Partial Redemption Event at the redemption prices described in Condition 6(e) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption Event on or after July 15, 2023*"), together with interest and other amounts (including any Additional Amounts), if any, accrued to the applicable redemption date. See Condition 6(e) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption Event on or after July 15, 2023*"). Subject to certain conditions (including, among other things, that any and all remaining Assigned Receivables are repaid by the Obligors, or assigned or agreed to be assigned by the Issuer to another person, prior to the date of redemption and that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of redemption), the Issuer will, in the event that, at any time on or after July 15, 2023 all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are prepaid by the New VM Financing Facility Borrower pursuant to Clause 7.2(b) ("*Voluntary Prepayment*") of the New VM Financing Facility Agreement, redeem the Notes in whole, but not in part, at the redemption prices described in Condition 6(e) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption Event on or after July 15, 2023*"), together with interest and other amounts (including any Additional Amounts), if any, accrued to the applicable redemption date. See Condition 6(e) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption Event on or after July 15, 2023*").
Early Redemption: Tax Event	Subject to certain conditions (including, among other things, that any and all remaining Assigned Receivables are repaid by the Obligors, or assigned or agreed to be assigned by the Issuer to another person, prior to the date of redemption and that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing

	Facility Agreement are repaid to the Issuer prior to the date of redemption pursuant to Clause 7.2(a) ("*Voluntary Prepayment*")), the Issuer will, upon giving notice to the New VM Financing Facility Borrower that a Tax Event (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")) which cannot be cured has occurred or will occur, redeem the Notes in whole, but not in part, at their principal amount, together with interest and other amounts (including Additional Amounts), if any, accrued to the applicable redemption date. See Condition 6(b) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption: Tax Event*").
Early Redemption: Illegality	Subject to certain conditions (including, among other things, that any and all remaining Assigned Receivables are repaid by the Obligors, or assigned or agreed to be assigned by the Issuer to another person, prior to the date of redemption and that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of redemption), the Issuer will redeem the Notes in whole, but not in part, at any time, upon giving prior notice, if it becomes unlawful in any applicable jurisdiction for the Issuer to be a lender or to perform any of its obligations under the New VM Financing Facility Agreement. If the Issuer exercises such redemption right, it must pay to Noteholders a price equal to the principal amount of the Notes plus interest and other amounts (including Additional Amounts), if any, accrued to the applicable redemption date. See Condition 6(c) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption: Illegality*").
Accelerated Maturity Event	Following a Change of Control (as defined under the New VM Financing Facility Agreement), VMIH will be required to offer to prepay the New VM Financing Facility Loans. Following receipt of such prepayment offer, the Issuer will launch a consent solicitation to set (i) the Maturity Date of the Notes as the New Maturity Date (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")) and (ii) the redemption price of the Notes on the New Maturity Date at 101% of the principal amount of the Notes ("Accelerated Redemption Price"), plus accrued and unpaid interest to the New Maturity Date, in accordance with Condition 6(f) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Accelerated Maturity Event*") and Additional Amounts, if any. If holders of more than 50% of the aggregate principal amount of Notes consent to the foregoing requests, the Issuer will inform VMIH that it accepts the prepayment offer, and VMIH will prepay the New VM Financing Facility Loans at par, plus accrued and unpaid interest thereon, together with a payment equal to 1% of the principal amount of the Excess Cash Loans and Interest Facility Loans so prepaid. Following such prepayment, the Issuer will redeem all of the Notes on the New Maturity Date at the Accelerated Redemption Price, plus accrued and unpaid interest to the New Maturity Date and Additional Amounts, if any. See Conditions 6(f), 6(g) and 6(h) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Accelerated Maturity Event*").
Approved Exchange Offer	In order to extend the availability of the committed financing for the purchase of VM Accounts Receivable represented by the Committed Principal Proceeds (as defined in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*") beyond the Maturity Date of

	the Notes, VMIH may, at any time, enter into an exchange offer and payables financing plan agreement (a "**Plan Agreement**") with a new entity (a "**New Issuer**"). Pursuant to any such Plan Agreement, the New Issuer will procure from VMIH a commitment to cancel amounts of the New VM Financing Facility, and will enter into agreements with VMIH, the Platform Provider, the Platform Provider, the Notes Trustee and other relevant counterparties providing for the New Issuer's purchase of VM Accounts Receivable on terms and conditions substantially similar to the Transaction Documents. Promptly after entering into the Plan Agreement, the New Issuer will launch an exchange offer (the "**Approved Exchange Offer**") designed to allow Noteholders to exchange up to a specified principal amount of Notes for a principal amount of new notes (the "**New Notes**") to be set out in the Approved Exchange Offer. The aggregate principal amount of New Notes to be issued, the selection of Assigned Receivables to be assigned by the Issuer to the New Issuer, the aggregate principal amount of Interest Facility Loans and Excess Cash Loans to be prepaid by VMIH, and the Accrued Facility Interest and Shortfall Amount (as defined elsewhere in this Offering Circular) to be paid by the Issuer to the New Issuer, each in connection with the Approved Exchange Offer, will be determined as described in Conditions 6(j) and 6(k) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Approved Exchange Offer*"). Additionally, the consummation of the Approved Exchange Offer will be subject to the conditions set out in the Trust Deed.
Initial Maturity Date	July 15, 2028.
Notes Collateral	The Notes will be secured by: (i) a first fixed charge over the Issuer's rights, title, benefit and interest in, to and under the Assigned Receivables; (ii) an assignment by way of security over the Issuer's rights under all contracts, agreements, deeds and documents to which it is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including, without limitation, the New VM Financing Facility Agreement, the Expenses Agreement, the Framework Assignment Agreement, and the Issue Date Arrangements Agreement); (iii) a first fixed charge over the Issuer's rights to all amounts at any time standing to the credit of the Issuer Transaction Accounts; and (iv) a first floating charge over all of the present and future property, assets and undertakings of the Issuer not subject to the fixed charges or assignments by way of security described above, but excluding, for the purposes of (i) to (iv), the Irish Excluded Assets.
Limited Recourse	The Notes will be the limited recourse obligations of the Issuer. None of Virgin Media nor any of its subsidiaries will guarantee or provide any security or any other credit support to the Issuer with respect to its obligations under the Notes. Other than in the limited circumstances described herein, Noteholders will not have a direct claim on the cash flow or assets of Virgin Media or any of its subsidiaries, and neither Virgin Media nor any of its subsidiaries has any obligation, contingent or otherwise, to pay amounts due under the Notes, or to make funds available to the Issuer for those payments, other than the obligations of (i) the Obligors to make payments to the Issuer in respect of the Assigned Receivables, (ii) the Obligors to make payments to the Issuer in respect of the New VM Financing Facility Agreement, or (iii) VMIH to make payments to the Issuer under the Expenses Agreement and, in each case of (i) to (iii) above,

	any agreements related thereto to which such Obligor or the New VM Financing Facility Borrower is party.
Listing and Admission to Trading	Application will be made for the Notes to be listed on the Official List of Euronext Dublin and to be admitted for trading on the Global Exchange Market thereof, which is not a regulated market (pursuant to the provisions of Directive 2014/65/EU (as amended, "**MiFID II**")). Application will be made to Euronext Dublin for this Offering Circular to be approved as listing particulars. Such approval relates only to the Notes which are to be admitted to trading on the Global Exchange Market. It is anticipated that listing will take place as soon as practicable after the Issue Date. There can be no assurance that such listing will be granted. Notwithstanding the foregoing, the Issuer may, at its sole option at any time, without the consent of the Noteholders or the Notes Trustee, delist the Notes from any stock exchange, for the purposes of moving the listing of the Notes to The International Stock Exchange. See "*Listing and General Information*". Notwithstanding the foregoing, the Issuer may, at its sole option at any time, without the consent of Noteholders or the Notes Trustee, de-list the Notes, for the purposes of moving the listing of such Notes to The International Stock Exchange. See Condition 25 ("*Listing*").
ISIN/Common Code Number	The Notes sold in offshore transactions in reliance on Regulation S under the Securities Act and represented by the Regulation S Global Notes have been accepted for clearance through Euroclear and Clearstream. The Notes sold to persons that are both Qualified Institutional Buyers and Qualified Purchasers in reliance on Rule 144A under the Securities Act and represented by Rule 144A Global Notes have been accepted for clearance through Euroclear and Clearstream. The Common Codes and International Securities Identification Numbers ("**ISIN**") for the Notes are as follows: **Rule 144A Global Note** Common Code: 218765149 ISIN: XS2187651497 **Regulation S Global Note** Common Code: 218764690 ISIN: XS2187646901
Further Notes	The Issuer may from time to time on any date before the Maturity Date or the date of early redemption of the Notes in accordance with Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*"), without the consent of Noteholders, issue Further Notes in accordance with Condition 20 ("*Issue of Further Notes*") and the provisions of the Trust Deed.
Governing Law	All of the Transaction Documents will be governed by English law, other than the Corporate Administration Agreement and the Issue Date Arrangements Agreement (which are or will be governed by Irish law).

RISK FACTORS

An investment in the Notes involves risks. Before purchasing the Notes, you should consider carefully the specific risk factors set forth below, as well as the other information contained in this Offering Circular, as well as the other information contained in, or incorporated by reference into, this Offering Circular. If any of the events described below, individually or in combination, were to occur, this could have a material adverse impact on the Issuer's and Virgin Media's business, prospects, results of operations and financial condition and could therefore have a negative effect on the trading price of the Notes and the ability of VMIH and/or the Subsidiary Obligors, as applicable, to pay all or part of any amounts payable in respect of the Assigned Receivables, the New VM Financing Facility Agreement or the Expenses Agreement, and in turn, would have an adverse effect on the Issuer's ability to make payments on the Notes. We also incorporate by reference the risk factors listed under "Part-1 Risk Factors" in 2019 Annual Report. Although the risk factors incorporated by reference or described below and elsewhere in this document are the risks considered to be the most material, there may be other unknown or unpredictable economic, business, competitive, regulatory or other factors that also could have material adverse effects on the Issuer's or Virgin Media's results of operations, financial condition, business or operations in the future. In addition, past financial performance of Virgin Media may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods.

This Offering Circular also contains forward-looking statements that involve risks and uncertainties. Actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including the risks described below and elsewhere in this Offering Circular, or in the risk factors incorporated by reference into this Offering Circular.

Prospective purchasers of the Notes should ensure that they understand the nature of such Notes and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, regulatory, accounting and financial evaluation of the merits and risks of investment in such Notes and that they consider the suitability of such Notes as an investment in light of their own circumstances and financial condition and that of any accounts for which they are acting.

General Risks

It is intended that the Issuer will invest in VM Accounts Receivable and in the New VM Financing Facility Loans and other financial assets with certain risk characteristics as described below. There can be no assurance that the Issuer's investments will be successful, that its investment objectives will be achieved, that the Noteholders will receive the full amounts payable by the Issuer under the Notes or that they will receive any return on their investment in the Notes. Prospective investors are advised to review this entire Offering Circular carefully and should consider, among other things, the risk factors set out, or incorporated by reference, in this section before deciding whether to invest in the Notes. None of the Initial Purchasers or the Notes Trustee undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of the Initial Purchasers or the Notes Trustee which is not included in this Offering Circular.

The effects of the COVID-19 outbreak could adversely impact our business and results of operations

The outbreak and continuing exponential spread of COVID-19, which first surfaced in Wuhan, China in December 2019 and was declared a "pandemic" by the Word Health Organization in March 2020, may lead to a significant number of adverse effects, both external and internal, on our business and results of operations. With respect to external impacts, the COVID-19 outbreak has resulted in a substantial curtailment of the global economy, including global travel, tourism, and business activities. As part of intensifying global efforts to contain the spread of COVID-19, most of the countries in which Virgin Media operates have imposed travel restrictions to and from affected areas, with a significant number of airport closures, flight cancellations and suspensions, and port closures.

The extent of the impact of the outbreak on Virgin Media's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, the impact on Virgin Media's customers and Virgin Media's sales cycles, the impact on Virgin Media's employees and the effect on Virgin Media's vendors, all of which are uncertain and cannot be predicted. If, among other factors, the adverse impacts stemming from the COVID-19 outbreak, competition, economic, regulatory or other factors, including macro-

economic and demographic trends, were to cause its results of operations or cash flows to be worse than anticipated, Virgin Media could conclude in future periods that impairment charges are required in order to reduce the carrying values of goodwill or other long-lived assets. Any such impairment charges could be significant. Additionally, Virgin Media's ability to execute on cost-cutting measures and organizational change initiatives may impact its financial performance and results of operations, including less-than-anticipated cost savings. For instance, in the event demand for its products or services is significantly reduced as a result of the COVID-19 pandemic and related economic impacts, Virgin Media may need to assess different corporate actions, organizational change initiatives, and cost-cutting measures, including reducing its workforce, reducing its operating and capital costs, or closing one or more of its retail stores, offices or facilities, and these actions could cause Virgin Media to incur costs and expose us to other risks and inefficiencies. Additionally, in the event Virgin Media's business experiences a subsequent recovery, there can be no assurance that it would be able to rehire its workforce or recommence operations at such facilities on commercially advantageous terms, if at all.

Business and regulatory risks for vehicles of the Issuer's nature

Legal, tax and regulatory changes could occur over the course of the life of the Notes that may adversely affect the Issuer. The regulatory environment for vehicles of the nature of the Issuer is evolving, and changes in regulation may adversely affect the value of investments held by the Issuer and the ability of the Issuer to obtain the leverage it might otherwise obtain or to pursue its investment and trading strategies. In addition, the securities and derivatives markets are subject to comprehensive statutes, regulations and margin requirements.

Certain regulators and self-regulatory organizations and exchanges are authorized to take extraordinary actions in the event of market emergencies. The regulation of transactions of a type similar to the Transactions, derivatives transactions and vehicles that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the Issuer could be substantial and adverse.

Euro and Euro zone risk

The deterioration of the sovereign debt of several countries, together with the risk of contagion to other, more stable, countries, has raised a number of uncertainties regarding the stability and overall standing of the European Economic and Monetary Union and may result in changes to the composition of the Euro zone.

As a result of the credit crisis in Europe, the European Commission created the European Financial Stability Facility (the "**EFSF**") and the European Financial Stability Mechanism (the "**EFSM**") to provide funding to Euro zone countries in financial difficulties that seek such support. In March 2011, the European Council agreed on the need for Euro zone countries to establish a permanent stability mechanism, the European Stability Mechanism (the "**ESM**"), to assume the role of the EFSF and the EFSM in providing external financial assistance to Euro zone countries from July 1, 2013 onward.

Despite these measures, concerns persist regarding the growing risk that other Euro zone countries could be subject to an increase in borrowing costs and could face an economic crisis similar to that of Cyprus, Greece, Ireland, Italy, Portugal and Spain, together with the U.K.'s departure from the E.U. as of January 1, 2020, and the risk that further countries could leave the E.U. and/or the Euro zone (either voluntarily or involuntarily), and that the impact of these events on Europe and the global financial system could be severe, which in turn could have a negative impact on Virgin Media and the Notes Collateral (including, without limitation, the Assigned Receivables). For a description of the risks associated with the United Kingdom's vote to leave the E.U., see "*—The U.K. referendum advising for the exit of the U.K. from the E.U. could have a material adverse effect on our business, financial condition, results of operations or liquidity*" in the 2019 Annual Report.

Furthermore, concerns that the Euro zone sovereign debt crisis could worsen may lead to the reintroduction of national currencies in one or more Euro zone countries or, in more extreme circumstances, the possible dissolution of the Euro entirely. The departure or risk of departure from the Euro by one or more Euro zone countries and/or the abandonment of the Euro as a currency could have major negative effects on the Issuer, the Notes Collateral (including the risks of currency losses arising out of redenomination and related haircuts on any affected areas), Virgin Media and the Notes. Should the Euro dissolve entirely, the legal and contractual consequences for holders of Euro-denominated obligations would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Notes. It is difficult to predict the final outcome of the Euro zone crisis. Investors should carefully consider how changes to the Euro zone may affect their investment in the Notes.

Risks Relating to Regulatory Initiatives

Regulatory initiatives

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of banks, financial institutions and the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitization exposures and/or the incentives for certain investors to hold asset–backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of Virgin Media, the Issuer, the Initial Purchasers, the Administrator, the Obligors, the Security Trustee or the Notes Trustee nor any of their affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the impact of such regulation on the prospective investor or purchaser of the Notes or the regulatory capital treatment of their investment in the Notes in each case, on the Issue Date or at any time in the future.

This uncertainty is further compounded by the numerous regulatory efforts underway in Europe, the U.S. and globally. Certain of these efforts overlap. In addition, even where these regulatory efforts overlap, they generally have not been undertaken on a coordinated basis. Areas where divergence between regulation exists or has begun to develop (whether with respect to scope, interpretation, timing, approach or otherwise) includes trading, clearing and reporting requirements for derivatives transactions, higher capital and margin requirements relating to uncleared derivatives transactions, and capital and liquidity requirements that may result in mandatory "ring–fencing" of capital or liquidity in certain jurisdictions, among others. Investors should be aware that those risks are material and that the Issuer and, consequently, an investment in the Notes could be materially and adversely affected thereby.

No representation is made as to the proper characterisation of the Notes for legal investment, financial institution regulatory, financial reporting or other purposes, as to the ability of particular investors to purchase the Notes under applicable legal investment or other restrictions or as to the consequences of an investment in the Notes for such purposes or under such restrictions. Certain regulatory or legislative provisions applicable to certain investors may have the effect of limiting or restricting their ability to hold or acquire the Notes, which in turn may adversely affect the ability of investors in the Notes who are not subject to those provisions to resell their Notes in the secondary market.

Basel III

The regulatory capital and liquidity regime applicable to member countries of the Basel Committee on Banking Supervision ("**BCBS**") (commonly referred to as "**Basel III**") provides for a substantial strengthening of prudential rules compared to the previous regulatory regime, and includes requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks), revisions to the securitization framework, the establishment of a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio ("**LCR**") and the Net Stable Funding Ratio ("**NSFR**")). BCBS member countries agreed to implement Basel III from January 1, 2013, subject to transitional and phase–in arrangements for certain requirements (e.g. the LCR requirements refer to implementation from the start of 2015, with full implementation by January 2019, and the NSFR requirements refer to implementation from January 2018). The final rules, and the timetable for the full implementation of the Basel III framework in each jurisdiction, as well as the treatment of asset–backed securities (e.g. as LCR eligible assets or not), may be subject to some level of national variation. It should also be noted that changes to regulatory capital requirements for insurance and reinsurance undertakings are also being introduced, through initiatives such as the Solvency II framework in Europe.

Prospective investors should therefore make themselves aware of the prudential requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. The matters described above and any further changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

U.S. risk retention requirements

On October 21, 2014, the final rules implementing the credit risk retention requirements of Section 941 of the Dodd–Frank Act (as defined herein) (the "**U.S. Risk Retention Rules**") were issued. The U.S. Risk Retention

Rules generally require the sponsor of a securitization to retain not less than five per cent. of the credit risk of the assets collateralizing the issuer's asset-backed securities ("**ABS**"). The U.S. Risk Retention Rules with respect to ABS collateralized by residential mortgages became effective on December 24, 2015, and the U.S. Risk Retention Rules with respect to all other classes of ABS became effective on December 24, 2016 (the "**U.S. Risk Retention Effective Date**").

When applicable, the U.S. Risk Retention Rules generally require the "sponsor" of a "securitization transaction" to retain at least five per cent of the "credit risk" of "securitized assets", as such terms are defined for purposes of that statute, and generally prohibit a securitizer from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitizer is required to retain. In order to qualify as a "sponsor" under the U.S. Risk Retention Rules, a person must organize and initiate the offering of ABS, by transferring assets, directly or indirectly, to the issuing entity. The Issuer and Virgin Media do not believe that Virgin Media or any other Person involved in the offering of the Notes can be considered a "sponsor" as defined under the U.S Risk Retention Rules, with respect to the Offering and therefore do not believe that the retention obligations thereunder apply to the Offering. No person involved in the offering of the Notes intends to hold interests that would qualify as risk retention under the U.S. Risk Retention Rules, and investors will therefore not receive the potential benefit of an alignment of interests created through risk retention interests.

There is limited regulatory guidance as to the application of the U.S. Risk Retention Rules, particular with respect to transactions like the Offering. Accordingly, there can be no assurance that the U.S. federal agencies that administer the U.S. Risk Retention Rules would agree with the conclusion of the Issuer and Virgin Media as to the inapplicability of such rules to the Transaction. Should the U.S. Risk Retention Rules be found applicable to the Transactions, the performance, liquidity and market value of the Notes may be adversely affected. Furthermore, no assurance can be given as to whether the U.S. Risk Retention Rules would have any future material adverse effect on the business, financial condition or prospects of the Issuer or on the market value or liquidity of the Notes. None of the Initial Purchasers, the Administrator, the Obligors, the Security Trustee, or the Notes Trustee nor any of their affiliates, nor (except to the extent, and subject to the qualifications set forth, in this paragraph and the immediately preceding paragraph), Virgin Media or the Issuer, makes any representation regarding applicability of the U.S. Risk Retention Rules to the Transactions.

Alternative Investment Fund Managers Directive

EU Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") regulates alternative investment fund managers ("**AIFMs**") and provides that an alternative investment fund ("**AIF**") within the scope of AIFMD must have a designated AIFM responsible for ensuring compliance with AIFMD.

AIFMD provides that it shall not apply to "securitisation special purpose entities" (the "**SSPE Exemption**"), which are defined by reference to securitisation within the meaning of Article 1(2) of Regulation (EC) No 24/2009 of the European Central Bank of 19 December 2008 (the "**Original FVC Regulation**"). The European Securities and Markets Authority ("**ESMA**") has not yet given any formal guidance on the application of the SSPE Exemption or whether a vehicle such as the Issuer would fall within it.

Separately, the Central Bank of Ireland ("**CBI**"), which is the relevant competent authority in Ireland for authorizing and regulating AIFMs, provided guidance on November 8, 2013 which confirmed that, as a transitional arrangement (and subject to further guidance from ESMA), an entity which is either: (i) registered as a financial vehicle corporation ("**FVC**") in accordance with the Original FVC Regulation; or (ii) a financial vehicle engaged solely in activities where economic participation is by way of debt or other corresponding instruments which do not provide ownership rights in the financial vehicle as are provided by the sale of units or shares, does not need to seek authorization as an AIF or appoint an AIFM. The Original FVC Regulation was repealed and replaced on January 1, 2015 by Regulation (EU) No 1075/2013 of the European Central Bank, but it appears that the relevant CBI guidance above would nonetheless continue to apply.

The Issuer will be registered as an FVC with the CBI and, accordingly, is of the view that as a matter of Irish law it is not subject to AIFMD or required to appoint an AIFM. However, if the Issuer were to constitute an AIF (because, for example, of a change in the guidance from the CBI or ESMA) and did not fall within the SSPE Exemption then it would be necessary for the Issuer to appoint an AIFM which would be subject to AIFMD and would need to be appropriately regulated. The AIFM would be subject to certain duties and responsibilities in respect of the management of the Issuer's investments, which could result in significant additional costs and

expenses being incurred which may be reimbursable by the Issuer and which may materially adversely affect the Issuer's ability to carry on its business, which may in turn negatively affect the amounts payable to Noteholders.

U.S. Dodd-Frank Act

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") was signed into law on July 21, 2010. The Dodd-Frank Act represents a comprehensive change to financial regulation in the United States, and affects virtually every area of the capital markets. Implementation of the Dodd–Frank Act requires many lengthy rulemaking processes resulting in a multitude of new regulations applicable to entities which transact business in the U.S. or with U.S. persons outside the U.S. While many regulations implementing various provisions of the Dodd-Frank Act have been finalised and adopted, some implementing regulations currently exist only in draft form and are subject to comment and revision, and still other implementing regulations have not yet been proposed. It is therefore difficult to predict whether and to what extent the business of the Issuer will be affected by the Dodd-Frank Act as implementing regulations are finalised over time and come into effect.

The SEC had also proposed changes to Regulation AB under the U.S. Securities Act ("**Regulation AB**") which would have had the potential to impose new disclosure requirements on offerings of asset-backed securities pursuant to Rule 144A or pursuant to other SEC regulatory exemptions from registration. On August 27, 2014, the SEC adopted final rules amending Regulation AB that did not implement these proposals; however the SEC has indicated that it is continuing to consider amendments that were proposed with respect to Regulation AB but not adopted, and that further amendments may be forthcoming in the future. Such amendments, if adopted, could have restricted the use of this Offering Circular or require the publication of a new Offering Circular in connection with the issuance and sale of any additional Notes or any refinancing thereof and impose ongoing reporting and other compliance obligations.

As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by the Dodd–Frank Act and the rules to be promulgated thereunder in making any investment decision in respect of the Notes.

Volcker Rule

Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, together with the rules, regulations and published guidance promulgated thereunder (known as the "**Volcker Rule**") generally prohibits "banking entities" from, among other things, acquiring or retaining an "ownership interest" in, or sponsoring or having certain relationships with, a "covered fund", subject to certain exclusions or exemptions from the definition of "covered fund" or exemptions from the Volcker Rule's covered fund-related prohibitions. For purposes of the Volcker Rule, a "banking entity" is defined to include (i) any U.S. insured depository institution (as defined in section 3 of the Federal Deposit Insurance Act (12 U.S.C. § 1813)), subject to certain exclusions; (ii) any company that controls a U.S. insured depository institution; (iii) any company that is treated as a bank holding company for purposes of section 8 of the International Banking Act (i.e., a foreign bank that maintains a branch, agency or commercial lending company subsidiary in the U.S.); and (iv) any affiliate or subsidiary of any entity described in clauses (i), (ii) or (iii).

The definition of "covered fund" under the Volcker Rule includes, in part, any issuer that would be an investment company under the Investment Company Act but for exclusions provided under Section 3(c)(1) or Section 3(c)(7) thereunder. Because the Issuer will rely on the exclusion under Section 3(c)(7) of the Investment Company Act, it will be considered a "covered fund" for purposes of the Volcker Rule, unless it fits within an applicable exclusion from the definition of "covered fund". In the event the Issuer is considered a "covered fund", "banking entities" that are subject to the Volcker Rule may be prohibited from, among other things, acquiring or retaining an "ownership interest" in the Issuer, unless such "banking entity" is able to rely on an applicable exclusion or exemption under the Volcker Rule.

"Ownership interest" is defined under the Volcker Rule as "any equity, partnership, or other similar interest". The Notes are not equity or partnership interests. The phrase "other similar interests" is defined under the Volcker Rule as an interest that:

(A) Has the right to participate in the selection or removal of a general partner, managing member, member of the board of directors or trustees, investment manager, investment advisor, or commodity trading advisor of the covered fund (excluding the rights of a creditor to exercise remedies upon the occurrence of an event of default or an acceleration event);

(B) Has the right under the terms of the interest to receive a share of the income, gains or profits of the covered fund;

(C) Has the right to receive the underlying assets of the covered fund after all other interests have been redeemed and/or paid in full (excluding the rights of a creditor to exercise remedies upon the occurrence of an event of default or an acceleration event);

(D) Has the right to receive all or a portion of excess spread (the positive difference, if any, between the aggregate interest payments received from the underlying assets of the covered fund and the aggregate interest paid to the holders of other outstanding interests);

(E) Provides under the terms of the interest that the amounts payable by the covered fund with respect to the interest could be reduced based on losses arising from the underlying assets of the covered fund, such as allocation of losses, write-downs or charge-offs of the outstanding principal balance, or reductions in the amount of interest due and payable on the interest;

(F) Receives income on a pass-through basis from the covered fund, or has a rate of return that is determined by reference to the performance of the underlying assets of the covered fund; or

(G) Any synthetic right to have, receive, or be allocated any of the rights in Clauses (A) through (F) above.

On the Issue Date, pursuant to and in accordance with the Trust Deed, the Notes Trustee will be appointed to act as a creditor representative of the Noteholders and the Security Trustee will be appointed to act as security trustee for the Secured Parties (which will include the Noteholders). Subject to and in accordance with the terms of the Trust Deed and the Conditions, prior to the delivery or deemed delivery of a Note Acceleration Notice (following the occurrence of an Issuer Event of Default which is continuing) and/or an Enforcement Notice, as applicable, the Issuer may continue to exercise its rights under the Transaction Documents (including with respect to its assets comprising the Notes Collateral) and no Noteholder will be entitled to take (or to instruct the Notes Trustee and/or the Security Trustee, as applicable, to take) any proceedings or other actions directly against the Issuer, including to (i) take any corporate action or other steps or legal proceedings for the winding-up, dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, sequestrator, examiner or similar officer of the Issuer or of its revenues and assets; or (ii) take any steps for the purpose of obtaining payment of any amounts payable to it under the Notes or any Transaction Document, and no Noteholder shall take any steps to recover any debts whatsoever owing to it by the Issuer. See "*Terms and Conditions of the Notes*" and "*Summary of Principal Documents—Trust Deed*" included elsewhere in this Offering Circular. These rights of the Noteholders to enforce the rights and remedies granted for the benefit of the Noteholders under the Transaction Documents are the types of rights that are excluded from the rights that are included in the definition of "other similar interests".

The Noteholders have no rights under the Transaction Documents to participate in the selection or removal of any of the types of partners, members or managers of the Issuer described in Clause (A) above. The management of the Issuer will be governed by the terms of a corporate administrator agreement between the Issuer and TMF Administration Services Limited, an independent corporate services provider not controlled by the Noteholders (the "**Corporate Servicer**"), pursuant to which the Corporate Servicer agrees to perform various management functions on behalf of the Issuer. Pursuant to the terms of the Declaration of Trust, the Share Trustee will hold all the authorized, issued and fully paid up share capital of the Issuer. The Share Trustee is the only person with the right to subscribe for any share capital of the Issuer, and it has the ability to elect directors of the Issuer and may be able to take certain other actions permitted to be taken by shareholders under the constitution of the Issuer. The Noteholders have no rights to participate in the selection or removal of the Share Trustee under the Declaration of Trust. See "*Description of the Issuer*" included elsewhere in this Offering Circular. Pursuant to the Agency and Account Bank Agreement, the Issuer will appoint The Bank of New York Mellon, London Branch to act as its portfolio administrator, administrative agent and calculation agent under the Transaction Documents (the "**Administrator**"), it being agreed that the Administrator (and each other Agent under the Agency and Account Bank Agreement) will act solely as agent for the Issuer and will not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The Noteholders have no rights under the Transaction Documents to receive a share of the income, gains or profits of the Issuer as described in Clause (B) above, and have no rights to receive the underlying assets of the Issuer after all other interests have been redeemed and/or paid in full (excluding the rights of a creditor to exercise remedies upon the occurrence of an event of default or an acceleration event) as described in Clause (C) above. The Issuer is a special purpose vehicle which, so long as any of the Notes are outstanding, will be subject to the restrictions set out in the Trust Deed and the Conditions. The Issuer will not have any subsidiaries

and, save in respect of the proceeds of the Issuer's issued share capital held by the Share Trustee and the amounts standing to the credit of the Issuer Profit Account as contemplated by the Transaction Documents (which do not comprise any part of the Notes Collateral), the Issuer will not be able to accumulate any surpluses. The only assets of the Issuer available to meet claims of the Noteholders and the other Secured Parties are the assets comprising the Notes Collateral, which (as described above) cannot be enforced prior to an Enforcement Notice in accordance with the Trust Deed and the Conditions. See "*Description of the Issuer*" included elsewhere in this Offering Circular.

The Noteholders have no rights to receive any excess spread (the positive difference, if any, between the aggregate interest payments received from the underlying assets of Issuer and the aggregate interest paid to the Noteholders) as described in Clause (D) above. The New VM Financing Facility Agreement will provide that the Issuer will pay or transfer any Term Excess Arrangement Payment and any Maturity Excess Payment (in each case calculated in accordance with the Agency and Account Bank Agreement) to VMIH, as a rebate of previously paid interest under the New VM Financing Facility Agreement. See "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*", "*Summary of Principal Documents—Agency and Account Bank Agreement*", "*Summary of Principal Documents—New VM Financing Facility Agreement*" and "*Annex A: New VM Financing Facility Agreement*" included elsewhere in this Offering Circular.

On the Issue Date, the Issuer will issue £500.0 million aggregate principal amount of Notes, which will bear interest at a fixed rate per annum equal to 4.875%, as further described elsewhere in this Offering Circular. While the Issuer, as a special purpose vehicle, is wholly dependent on the payments it will receive in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement and the Expenses Agreement, and a failure by any of the Obligors to provide such funding (or by the Platform Provider in certain limited circumstances to make payments due to the Issuer under the Framework Assignment Agreement) may, in practice, negatively impact the ability of the Issuer to meet its obligations under the Transaction Documents (including the Notes), there are no contractual terms of the Notes under the Trust Deed or the Conditions which provide that the amounts payable by the Issuer (whether as principal or interest) with respect to the Notes will be reduced based on losses arising from the underlying assets of the Issuer as described in Clause (E) above. Furthermore, as the Notes bear interest at a fixed rate, the rate of interest on the Notes is not determined by reference to the performance of the underlying assets of the Issuer as described in Clause (F) above. In addition, the Issuer expects that the Noteholders will not receive income on a pass-through basis from the Issuer as described in Clause (F) above, as the Issuer expects that the Noteholders will hold the Notes as debt and not as equity for U.S. federal income tax purposes. See "*Risk Factors—Risks Relating to the Notes—The Issuer is an unaffiliated special purpose financing company which will depend on payments in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement and the Expenses Agreement to provide it with funds to meet its obligations under the Notes*", the "*Terms and Conditions of the Notes*" and the "*Summary of Principal Documents—Trust Deed*" included elsewhere in this Offering Circular. The Issuer will not be entitled to make any modifications to the terms of the Notes which would have the effect of reducing or cancelling the amount of principal payable in respect of the Notes or altering the rate of interest applicable in respect of the Notes (each of which would constitute a Basic Terms Modification), without the approval of the Noteholders by Extraordinary Resolution (in respect of a Basic Terms Modification), in accordance with the Trust Deed and the Conditions. See "*Risk Factors—Risks Relating to the Notes—Amendments, waivers, Noteholder resolutions and instructions*" and "*Terms and Conditions of the Notes*" included elsewhere in this Offering Circular.

The Trust Deed and Conditions relating to the Notes do not confer upon the Noteholders any synthetic rights to have, receive or be allocated any of the rights in Clauses (A) through (F) above.

Before making an investment in the Notes, each potential investor in the Notes should consult with its own counsel and make its own determination as to whether it is subject to the Volcker Rule, whether the Notes constitute "ownership interests", whether any exclusion or exemption under the Volcker Rule might be applicable to an investment in the Notes by such investor, whether its investment in the Notes would be restricted or prohibited under the Volcker Rule, and the potential impact of the Volcker Rule on its investment, any liquidity in connection therewith and on its portfolio generally. See "*Transfer Restrictions—Investor Representations*" in this Offering Circular. None of Virgin Media, the Issuer, the Initial Purchasers, the Administrator, the Obligors, the Security Trustee or the Notes Trustee nor any of their respective affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the treatment of the Issuer or the Notes under the Volcker Rule or to the impact of the Volcker Rule on such investor's investment in the Notes on the Issue Date or at any time in the future.

The Volcker Rule and any similar measures introduced in another relevant jurisdiction may impact the price and liquidity of the Notes in the secondary market or restrict prospective investors' ability to hold the Notes. Each purchaser is responsible for analysing its own regulatory position under the Volcker Rule and any similar measures.

Anti–money laundering, corruption, bribery, economic sanctions and similar laws may require certain actions or disclosures

Many jurisdictions have adopted wide–ranging anti–money laundering, economic and trade sanctions, and anti-corruption and anti-bribery laws and regulations (collectively, the "**AML Requirements**"). Any of the Issuer, the Initial Purchasers, the Administrator, the Obligors' Parent, the Security Trustee or the Notes Trustee could be requested or required to obtain certain assurances from prospective investors intending to purchase Notes and to retain such information or to disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. It is expected that the Issuer, the Initial Purchasers, the Administrator, the Obligors' Parent, the Security Trustee and the Notes Trustee will comply with AML Requirements to which they are or may become subject and to interpret such AML Requirements broadly in favour of diligence and disclosure. Failure to honour any request by the Issuer, the Initial Purchasers, the Administrator, the Obligors' Parent, the Security Trustee or the Notes Trustee to provide requested information or take such other actions as may be necessary or advisable for the Issuer, the Initial Purchasers, the Administrator, the Obligors' Parent, the Security Trustee or the Notes Trustee to comply with any AML Requirements, related legal process or appropriate requests (whether formal or informal) may result in, among other things, a forced sale to another investor of such investor's Notes. In addition, it is expected that each of the Issuer, the Initial Purchasers, the Administrator, the Obligors' Parent, the Security Trustee and the Notes Trustee intends to comply with applicable AML Requirements, including those of the United States and other countries, and will disclose any information required or requested by authorities in connection therewith.

Corporation tax—Deductibility of Interest

Interest or other distributions paid out on the Notes which are profit dependent or any part of which exceeds a reasonable commercial return could, under certain anti-avoidance provisions, be re-characterised as a non-deductible distribution and be subject to dividend withholding tax in certain circumstances. Such interest or other distributions will be recharacterised as a non-deductible distribution where the payment is made to a "specified person" and the Issuer, at the time the Notes were issued, was aware that interest or other distributions paid on the Notes would not be subject, without reduction computed by reference to the amount of such interest or other distribution, to a tax in a relevant territory, as further discussed below.

The recently enacted Finance Act 2019 could impact the taxation of the Issuer. These changes apply from January 1, 2020 (with no grandfathering provided for in respect of transactions entered into in advance of implementation). Finance Act 2019 amends Section 110 of the TCA 1997, which is the provision which governs the tax treatment of the Issuer. The changes expand the scope of the definition of "specified person" so that certain provisions which deny a deduction for profit dependant or excessive interest are widened to encompass payments to persons who are borrowers under loans acquired by the company, as well as under loans advanced by the company. The definition of control in the "specified person" definition was also widened to include persons that have "significant influence" over the company and hold more than 20% of the shares in the company, 20% by principal value of the debt carrying profit dependant or excessive interest issue by the company (or any securities with no par value) or 20% of the interest on such securities.

This amendment could result in tax deductions for payment of interest by the Issuer to such persons (taken together with certain connected persons) on any Notes, the return on which is dependent on the results of the Issuer's business or exceeds a commercial rate of return, being non-deductible and potentially subject to dividend withholding tax if the conditions above are met.

However, this should not apply on the basis of a confirmation by the Issuer that, at the time the Notes were issued, the Issuer was not in possession or aware of any information, including information about any arrangement or understanding in relation to ownership of the Notes after that time, which could reasonably be taken to indicate that interest or other distributions paid on the Notes would not be subject, without reduction computed by reference to the amount of such interest or other distribution, to a tax in a relevant territory which generally applies to profits, income or gains received in that relevant territory by persons from sources outside that relevant territory, where the term "relevant territory" means a member state of the European Union (other than Ireland) or a country with which Ireland has signed a double tax treaty.

Irish Specified Property Business

Interest or other distributions paid out on the Notes which are profit dependent (to the extent to which such distributions exceed a reasonable commercial rate of return as determined at the creation of the Note) or any part of which exceeds a reasonable commercial return may not be deductible in full to the extent that the interest is associated with a 'specified property business' carried on by that qualifying company. A 'specified property business' of a qualifying company means, subject to a number of exceptions, a business of holding 'specified mortgages', units in an IREF (being a specified form of investment undertaking within the meaning of Chapter 1B of Part 27 of the TCA) or shares that derive their value or the greater part of their value, directly or indirectly, from Irish land. A 'specified mortgage' for this purpose is (a) a loan which is secured on, and which derives its value from, or the greater part of its value from, directly or indirectly, Irish land, (b) a 'specified agreement' (effectively a profit dependent derivative) which derives its value, or the greater part of its value, directly or indirectly, from Irish land or a loan to which (a) applies, or (c) the portion of a specified security (essentially a security carrying profit dependant or commercially excessive return in respect of which, if these specified property business rules did not apply to it, payments on that security would be deductible under Section 110 of the TCA 1997) treated as attributable to the specified property business in accordance with the rules.

The legislation treats the holding of such assets as a separate business to the rest of the qualifying company's activities (if any). The qualifying company is taxed on any profit that is attributable to that business at 25% and any such interest that is profit dependent or that part of any interest which exceeds a reasonable commercial return is not deductible, subject to a number of exceptions.

Evolution of international fiscal and taxation policy and OECD Action Plan on Base Erosion and Profit Shifting

Fiscal and taxation policy and practice is constantly evolving and recently the pace of change has increased due to a number of developments. In particular a number of changes of law and practice are occurring as a result of the Organisation for Economic Co-operation and Development's ("**OECD**") Base Erosion and Profit Shifting project ("**BEPS**").

At a meeting in Paris on May 29, 2013, the OECD Council at Ministerial Level adopted a declaration on base erosion and profit shirting using the OECD's Committee on Fiscal Affairs to develop an action plan to address BEPS in a comprehensive manner.

In July 2013, the OECD published its Action Plan on BEPS, which proposed fifteen actions intended to counter international tax base erosion and profit shifting. Subsequently, on October 5, 2015 the OECD published final reports, analyses and sets of recommendations for all of the fifteen actions it identified as part of its Action Plan, which G20 finance ministers then endorsed during a meeting on October 8, 2015 in Lima, Peru and which G20 Leaders then endorsed during their annual summit on November 15-16, 2015 in Antalya, (the "**Final Report**"),

Investors should note that other action points (such as Action 4, which can deny deductions for financing costs) may be implemented in a manner which affects the tax position of the Issuer.

Action 4

In the Final Report relating to Action 4, the OECD recommends as a best practice that countries introduce a general limitation on tax deductions for net interest and economically equivalent payments under which, broadly speaking, a company would be denied those deductions to the extent they exceeded a particular percentage of the company's EBITDA ranging from 10 to 30 per cent.

The OECD recommends that, as a minimum, countries would apply this restriction to companies that form part of domestic and multinational groups only, or to companies that form part of multinational groups. However, the OECD acknowledges that countries may also apply such restriction more broadly to include companies in a domestic group and standalone companies which are not part of a domestic group.

However, the restriction recommended would only apply to tax deductions for net interest and economically equivalent payments. As a result, provided the Issuer will generally fund interest payments it makes under the Notes from interest payments to which it is entitled (that is, such that Issuer pays limited or no net interest), the restriction may be of limited relevance to the Issuer even if Ireland chose to apply such a restriction to companies such as the Issuer. In the absence of any implementing Irish legislation, the possible implications of the restriction recommended are unascertainable".

Action 6

Action 6 is intended to prevent the granting of treaty benefits in inappropriate circumstances. It is expected that the Issuer will rely on the interest and other articles of treaties entered into by Ireland to be able to receive payments from some Obligors free from withholding taxes that might otherwise apply.

The multilateral convention (discussed further below) provides for double tax treaties to include a "principal purpose test" ("**PPT**"), which would deny a treaty benefit where it is reasonable to conclude, having regard to all relevant facts and circumstances for this purpose, that obtaining that benefit was one of the principal purposes of any arrangement or transaction that resulted directly or indirectly in that benefit, unless it is established that granting that benefit in those circumstances would be in accordance with the object and purpose of the relevant provisions of the treaty. It is unclear how a PPT, if adopted, would be applied by the tax authorities of those jurisdictions from which payments are made to the Issuer.

Action 7

The focus of Action 7 was to develop changes to the treaty definition of a permanent establishment and the scope of the exemption for an "agent of independent status" to prevent the artificial avoidance of having a permanent establishment in a particular jurisdiction. The Final Report on Action 7 sets out the changes that will be made to the definition of a "permanent establishment" in Article 5 of the OECD Model Convention and the OECD Model Commentary. Among other recommendations, the Final Report on Action 7 recommended two specific changes to the OECD Model Convention: (i) the expansion of the circumstances in which a "permanent establishment" is created to include the negotiation of contracts where certain conditions are satisfied; and (ii) narrowing the exemption for agents of independent status where contracts are concluded by an "independent agent" and that agent is connected to the foreign enterprise on behalf of which it is acting.

However, it is not clear what impact the Final Report relating to Action 7 will have on Ireland's double tax treaties, principally because it is not clear to what extent (and on what timeframe) particular jurisdictions (such as Ireland) will decide to adopt any of the Final Report's recommendations. The recommendations of the Final Report on Action 7 described above do not represent a BEPS "minimum standard" and, accordingly, even where countries do sign the Multilateral Instrument (see further below), they will not be required, but may opt, to amend their existing tax treaties to include the recommendations of the Final Report.

E.U. Anti-Tax Avoidance Directive

As part of its anti-tax avoidance package, and to provide a framework for a harmonised implementation of a number of the BEPS conclusions across the EU, the EU Council adopted Council Directive (EU) 2016/1164 (the "**Anti-Tax Avoidance Directive**") on July 12, 2016.

The EU Council adopted Council Directive (EU) 2017/952 (the "**Anti-Tax Avoidance Directive 2**") on May 29, 2017, amending the Anti-Tax Avoidance Directive, to provide for minimum standards for counteracting hybrid mismatches involving EU member states and third countries.

EU member states had until December 31, 2018 to implement the Anti-Tax Avoidance Directive (subject to derogations for EU member states which have equivalent measures in their domestic law) and had until December 31, 2019 to implement the Anti-Tax Avoidance Directive 2 (except for measures relating to reverse hybrid mismatches, which must be implemented by December 31, 2021).

The Directives contain various measures that could, depending on their implementation in Ireland, potentially result in certain payments made by the Issuer ceasing to be fully deductible. This could increase the Issuer's liability to tax and reduce the amounts available for payments on the Notes. There are two measures of particular relevance.

First, the Anti-Tax Avoidance Directive provides for an "interest limitation rule" which restricts the deductible interest of an entity to the higher of (a) €3,000,000 or (b) 30% of its earnings before interest, tax, depreciation and amortization. However, the interest limitation only applies to the net borrowing costs of an entity (being the amount by which its borrowing costs exceed its taxable interest revenues and other economically equivalent taxable revenues). Accordingly, as the Issuer will generally fund interest payments it makes under the Notes from interest payments to which it is entitled under the New VM Financing Facility Agreement, Shortfall Payments it receives under the New VM Financing Facility Agreement and the amounts

repaid on the Assigned Receivables (such that the Issuer pays limited or no net borrowing costs), the restriction may have limited relevance to the Issuer even if the Anti-Tax Avoidance Directive was implemented in Ireland as originally published. However, in the absence of implementing Irish legislation, the possible implications of the Anti-Tax Avoidance Directive are unascertainable. There is also an optional carve-out in the Anti-Tax Avoidance Directive for financial undertakings, although it is not clear if the Issuer would be treated as a financial undertaking.

Secondly, the Anti-Tax Avoidance Directive (as amended by the Anti-Tax Avoidance Directive 2) provides for hybrid mismatch rules. These rules apply in Ireland with effect from January 1, 2020 and are designed to neutralise arrangements where amounts are deductible from the income of one entity but are not taxable for another, or the same amounts are deductible for two entities. These rules could potentially apply to the Issuer where: (i) the interest that it pays under the Notes, and claims deductions from its taxable income for, is not brought into account as taxable income by the relevant Noteholder, either because of the characterisation of the Notes, or the payments made under them, or because of the nature of the Noteholder itself; and (ii) the mismatch arises between associated enterprises, between the Issuer and an associated enterprise or under a structured arrangement. It is not clear if the Issuer would have any associated enterprise, however if the Issuer has, or had at any time, an associated enterprise, unless there is a hybrid mismatch, the measures should not impact payments on the Notes.

For the purposes of the hybrid rules, a structured arrangement is one involving a mismatch outcome where the mismatch outcome is priced into the terms of the arrangement or the arrangement was designed to give rise to a mismatch outcome. Absent any guidance from the Irish Revenue Commissioners on how they will approach structured arrangements, it is not yet clear if this would apply to the transaction to bring it within scope of the hybrid rules.

Multilateral Instrument

On November 24, 2016, the OECD published the text and explanatory statement of the "Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting" ("**MLI**"). The MLI is to be applied alongside existing tax treaties (rather than amending them directly), modifying the application of those existing treaties in order to implement BEPS measures.

The MLI has entered into force in Ireland. The date from which provisions of the MLI have effect in relation to a double tax treaty depends on several factors including the type of tax which the relevant treaty article relates to. In most cases, since the Issuer is not relying, for Irish tax purposes, on the provisions of an Irish double tax treaty, the MLI should have little Irish tax effect on it. The Issuer's ability to rely on Ireland's double tax treaties to reduce or eliminate taxes in other jurisdictions may be affected. The ability to rely on many of Ireland's double tax treaties with other jurisdictions may now be subject to a principal purpose test ("**PPT**"). The PPT would deny treaty benefits where it is reasonable to conclude, having regard to all of the relevant facts and circumstances for this purpose, that obtaining that benefit was one of the principal purposes of any arrangement or transaction that resulted directly or indirectly in that benefit, unless it was established that granting that benefit in those circumstances would be in accordance with the object and purpose of the relevant provisions of the treaty. It is currently unclear how a PPT, if adopted, would be applied by the tax authorities of those jurisdictions from which payments are made to the Issuer. It is also possible that Ireland will negotiate other amendments to its double tax treaties on a bilateral basis in the future which may affect the ability of the Issuer to obtain the benefit of those treaties.

Risks Relating to the Notes

The Issuer is an unaffiliated special purpose financing company which will depend on payments in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement and the Expenses Agreement to provide it with funds to meet its obligations under the Notes

The Issuer has been formed as a special purpose financing company for the primary purpose of facilitating the offering of the Notes. The Issuer has no material business operations, no direct subsidiaries and no employees and, upon completion of the offering of the Notes, its only material assets will be the Assigned Receivables, the New VM Financing Facility Loans and rights (including its right to receive any Shortfall Payments) under the New VM Financing Facility Agreement and its rights under certain transaction documents (including the Expenses Agreement, the Issue Date Arrangements Agreement and the Framework Assignment Agreement). Furthermore, the Trust Deed governing the Notes prohibits the Issuer from engaging in any activities other than

certain limited activities permitted under Condition 4 ("*Covenants*"). As such, the Issuer is wholly dependent on the payments it will receive in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement and the Expenses Agreement as and when required to fund certain costs, expenses and liabilities of the Issuer and any payments of interest or principal on the Notes and, if applicable, any premiums on any redemption pursuant to the Trust Deed and the payment of any Additional Amounts required to be paid under the Notes. A failure by the New VM Financing Facility Borrower and/or any other Obligor to provide such funding, and by the Platform Provider in certain limited circumstances to make payments due to the Issuer, may negatively impact the ability of the Issuer to meet its obligations under the Transaction Documents or otherwise to third parties which may, in turn, whether directly or indirectly, negatively impact the ability of the Issuer to meet its obligations under the Notes.

The right of the Issuer to receive payments from the Obligors in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement and the related agreements, as applicable, is effectively subordinated to the rights of existing and future secured creditors of such Obligors.

The Issuer is dependent upon payments it receives from the Obligors in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement and the related agreements, as applicable, to make payments on the Notes, but its claims against the Obligors pursuant to the Assigned Receivables and such agreements will be effectively subordinated to any present and future secured indebtedness of the Obligors (including such Obligors' obligations under the VM Credit Facility and the Existing Senior Secured Notes), to the extent of the value of the assets and property securing such indebtedness.

Therefore, in the event of any distribution of the Obligors' assets or payment in any foreclosure, dissolution, winding-up, liquidation, reorganization or other bankruptcy, secured creditors of the Obligors will be paid first from the assets securing their claims, and the Issuer, as an unsecured creditor of the Obligors, will participate in any residual distribution, ratably with all holders of the Obligors' other unsecured indebtedness that is deemed to be of the same ranking, only to the extent that the Obligors' secured indebtedness has been repaid in full from those assets. We cannot assure you that, following realization of their security by the Obligors' secured creditors, there will be sufficient assets in any such distribution, foreclosure, dissolution, winding-up, liquidation or other bankruptcy proceeding to pay amounts due to the Issuer in respect of the Assigned Receivables or under the Framework Assignment Agreement, the New VM Facilities Financing Facility Agreement, the Expenses Agreement and the related agreements.

Limited recourse obligations

The Notes are limited recourse obligations of the Issuer and, in an enforcement scenario, are payable solely from amounts received in respect of the Notes Collateral securing the Notes. Payments on the Notes both prior to and following enforcement of the security over the Notes Collateral are subordinated to the prior payment of certain fees and expenses of, or payable by, the Issuer. See Condition 3 ("*Status, Priority and Security*"). None of Virgin Media or its subsidiaries, the Administrator, the Noteholders, the Initial Purchasers, the Obligors, the Security Trustee, the Notes Trustee or any other Agent or any affiliates of any of the foregoing or the Issuer's affiliates or any other person or entity (other than the Issuer) will be obliged to make payments on the Notes.

Consequently, Noteholders must rely solely on distributions on the Notes Collateral securing the Notes for the payment of principal, discount, interest and premium, if any, thereon. There can be no assurance that the distributions on the Notes Collateral securing the Notes will be sufficient to make payments on the Notes after making payments on required amounts to other creditors ranking senior to or *pari passu* with the Notes pursuant to the Priorities of Payment. If distributions on the Notes Collateral are insufficient to make payments on the Notes, no other assets (and, in particular, no assets of the Administrator, the Noteholders, the Initial Purchasers, the Obligors, the Security Trustee, the Notes Trustee, any other Agent or any affiliates of any of the foregoing) will be available for payment of the deficiency and following realization of the Notes Collateral and the application of the proceeds thereof in accordance with the Priorities of Payment, the obligations of the Issuer to pay such deficiency shall be extinguished. Such shortfall will be borne (as amongst the Noteholders) in accordance with the Priorities of Payment.

Furthermore, none of Virgin Media nor any of its subsidiaries will guarantee or provide any credit support to the Issuer with respect to its obligations under the Notes. Other than under the limited circumstances described herein, Noteholders will not have a direct claim on the cash flow or assets of Virgin Media or any of its

subsidiaries, and neither Virgin Media nor any of its subsidiaries has any obligation, contingent or otherwise, to pay amounts due under the Notes, or to make funds available to the Issuer for those payments, other than the obligations of (i) the Obligors to make payments to the Issuer in respect of the Assigned Receivables, (ii) the Obligors to make payments to the Issuer in respect of the New VM Financing Facility Agreement or (iii) VMIH to make payments to the Issuer under the Expenses Agreement, and in each case of (i) to (iii) above, the agreements related thereto to which it is party.

Additionally, except for the specific interests of the Issuer in respect of the Assigned Receivables (including as under the Framework Assignment Agreement), as under the New VM Financing Facility Agreement, the Expenses Agreement and the Issue Date Arrangements Agreement, or as otherwise expressly provided in the terms of the Trust Deed, no proprietary or other direct interest in the Issuer's rights under or in respect of the New VM Financing Facility Agreement, the Expenses Agreement or the Issue Date Arrangements Agreement exists for the benefit of the Noteholders. Further, subject to the terms of the Trust Deed, no Noteholder can enforce any provision of the New VM Financing Facility Agreement (or any other item of Notes Collateral) or have direct recourse to the New VM Financing Facility Borrower (or any other Virgin Media entity) except through an action by the Security Trustee pursuant to the rights granted to the Security Trustee under the Trust Deed. Under the Trust Deed, the Security Trustee shall not be required to take proceedings to enforce payment under the New VM Financing Facility Agreement (or any other item of Notes Collateral) unless it has been indemnified and/or secured to its satisfaction. In addition, neither the Issuer, the Notes Trustee nor the Security Trustee is required to monitor the New VM Financing Facility Borrower's (or any other Obligor's) financial performance.

In addition, at any time while the Notes are outstanding, none of the Noteholders, the Security Trustee nor any other Secured Party (nor any other person acting on behalf of any of them) shall be entitled at any time to institute against the Issuer, or join in any institution against the Issuer of, any bankruptcy, reorganization, arrangement, insolvency, examinership, winding up or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligations of the Issuer relating to the Notes, the Trust Deed or otherwise owed to the Noteholders, save for lodging a claim in the liquidation of the Issuer which is initiated by another party (which is not an affiliate of such party) or taking proceedings to obtain a declaration as to the obligations of the Issuer nor shall any of them have a claim arising in respect of the Irish Excluded Assets.

The Notes may be redeemed prior to the Maturity Date

The Notes may be redeemed prior to the Maturity Date, subject to the satisfaction of certain conditions (as described in the relevant provisions of Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*") and "*Terms and Conditions of the Notes*"). In the event of an early redemption or in connection with an Approved Exchange Offer, the Noteholders will be repaid prior to the Maturity Date.

Upon voluntary prepayment of all or any portion of amounts of the New VM Financing Facility Loans by the New VM Financing Facility Borrower, as described in "*Terms and Conditions of the Notes—Early Redemption: Tax Event*", "*Terms and Conditions of the Notes—Early Make-Whole Redemption Event*", "*Terms and Conditions of the Notes—Early Redemption Event on or after July 15, 2023*", and Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*"), and at the redemption prices described in the foregoing sections and Conditions, the Issuer will redeem an aggregate principal amount of the Notes. The Issuer will also redeem the Notes at their principal amount together with interest and other amounts (if any) accrued to the redemption date, if at any time it becomes unlawful in any applicable jurisdiction for the Issuer to be a lender or to perform any of its obligations under the New VM Financing Facility Agreement, as described in "*Terms and Conditions of the Notes—Early Redemption: Illegality*" and the relevant provisions of Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*").

Additionally, following a Change of Control (as defined under the New VM Financing Facility Agreement), the New VM Financing Facility Borrower will be required to offer to prepay the New VM Financing Facility Loans (as defined herein). Following receipt of such prepayment offer, the Issuer will launch a consent solicitation to set (i) the Maturity Date of the Notes as the New Maturity Date (as defined herein) and (ii) the redemption price of the Notes on the New Maturity Date at 101% of the principal amount of the Notes ("**Accelerated Redemption Price**"), plus accrued and unpaid interest to the New Maturity Date, in accordance with the relevant provisions of Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*"). If holders of more than 50% of the aggregate principal amount of Notes (voting as one class) consent to the foregoing requests ("**Accelerated Maturity Event**"), the Issuer will inform the New VM Financing Facility

Borrower that it accepts the prepayment offer, and the New VM Financing Facility Borrower will prepay the New VM Financing Facility Loans at par, plus accrued and unpaid interest thereon, together with a payment equal to 1% of the principal amount of the Excess Cash Loans and Interest Facility Loans so prepaid. Following such prepayment, the Issuer will redeem all of the Notes on the New Maturity Date at the Accelerated Redemption Price, plus accrued and unpaid interest to the New Maturity Date. The Change of Control offer under the New VM Financing Facility Agreement differs from the change of control offer required under the indentures of each tranche of the Existing Senior Secured Notes and the Existing Senior Notes, whereby we will be required to offer to repurchase all outstanding 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.

Further, the Notes may be redeemed prior to the Maturity Date in connection with an Approved Exchange Offer (as defined herein). See Conditions 6(j) and 6(k) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Approved Exchange Offer*").

The New VM Financing Facility Borrower may not have the ability to raise funds necessary to finance required prepayments of the New VM Financing Facility in the event of a change of control thereunder

Upon the occurrence of a Change of Control (as defined in the New VM Financing Facility Agreement), the New VM Financing Facility Borrower is required to offer to prepay the New VM Financing Facility Loans. If, following an Accelerated Maturity Event under the Notes, the Issuer accepts the prepayment offer, the New VM Financing Facility Borrower will be required to prepay the New VM Financing Facility (including all the New VM Financing Facility Loans) and to make a payment equal to 1% of the Excess Cash Loans and Interest Facility Loans so prepaid. The ability of the New VM Financing Facility Borrower to prepay the New VM Financing Facility Loans upon such accepted prepayment offer would be limited by its access to funds at the time of the prepayment and the terms of its other debt agreements, which agreements could restrict or prohibit such a prepayment. Upon a Change of Control, the New VM Financing Facility Borrower may be required to immediately repay the outstanding principal, any accrued interest on and any other amounts owed by it under one or more of its other bank facilities. The source of funds for these repayments would be its available cash or cash generated from other sources. However, there can be no assurance that the New VM Financing Facility Borrower will have sufficient funds available upon a Change of Control to make these repayments. If the New VM Financing Facility Borrower is not able to make the required prepayment of the New VM Financing Facility (including the New VM Financing Facility Loans), the Issuer will not be able to redeem the Notes at the New Maturity Date.

Notes Collateral

The Notes will be secured by: (i) a first fixed charge over the Issuer's rights, title, benefit and interest in, to and under the Assigned Receivables; (ii) an assignment by way of security over the Issuer's rights under all contracts, agreements, deeds and documents to which it is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including, without limitation, the New VM Financing Facility Agreement, the Expenses Agreement, the Framework Assignment Agreement and the Issue Date Arrangements Agreement); (iii) a first fixed charge over the Issuer's rights to all amounts at any time standing to the credit of the Issuer Transaction Accounts; and (iv) a first floating charge over all of the present and future property, assets and undertakings of the Issuer not subject to the fixed charges or assignments by way of security described above, but excluding, for the purposes of (i) to (iv), the Irish Excluded Assets.

Although the security constituted by the Notes Security Documents over the Notes Collateral held from time to time, including the security over the Issuer Transaction Accounts, is expressed to take effect as a fixed charge, it may (as a result of, among other things, the substitutions of Assigned Receivables contemplated by the Framework Assignment Agreement and the payments to be made from the Issuer Transaction Accounts in accordance with the Conditions and the Trust Deed) take effect as a floating charge which, in particular, would rank after a subsequently created fixed charge. However, the Issuer has covenanted in the Trust Deed and the Conditions not to create any such subsequent security interests (other than those permitted under the Trust Deed) without the consent of the Notes Trustee.

Your rights in the Notes Collateral may be adversely affected by the failure to perfect security interests in Notes Collateral

Applicable law requires that a security interest in certain assets can only be properly perfected and its priority retained through certain actions undertaken by the secured party. Neither the Security Trustee nor the

Notes Trustee has any obligation to take steps to perfect any security interest in the Notes Collateral. The liens in the Notes Collateral securing the Notes may not be perfected with respect to the claims of the Security Trustee on behalf of the Secured Parties, including the Noteholders, if the actions necessary to perfect any of these liens on or prior to the date of the Notes Security Documents are not taken. For example, applicable law may require that certain property and rights acquired after the grant of a general security interest, such as real property, equipment subject to a certificate and certain proceeds, can only be perfected at the time such property and rights are acquired and identified. The Issuer has limited obligations to perfect the Security Trustee's security interest in the specified Notes Collateral. None of the Security Trustee or the other Secured Parties, including the Notes Trustee, will monitor, and there can be no assurance that the Issuer will inform the Security Trustee or Notes Trustee of the future acquisition of property and rights that constitute Notes Collateral, and that the necessary action will be taken to properly perfect the security interest in such after-acquired Notes Collateral. Neither the Notes Trustee nor the Security Trustee has any obligation to monitor the acquisition of additional property or rights that constitute Notes Collateral or the perfection of any security interest. Such failure may result in the loss of the security interest in the Notes Collateral or the priority of the security interest in favour of the Security Trustee on behalf of the Secured Parties against third parties.

Your ability to recover under the Notes Collateral may be limited

The Noteholders will benefit from security interests in the Notes Collateral.

The Notes Collateral securing the Notes will be subject to any and all exceptions, defects, encumbrances, liens and other imperfections as may be accepted by any other creditors that also have the benefit of first liens on the Notes Collateral securing the Notes from time to time, whether on or after the date the Notes are issued. Neither the Initial Purchasers nor the Security Trustee have either analysed the effect of, or participated in any negotiations relating to, such exceptions, defects, encumbrances, liens and other imperfections. The existence of any such exceptions, defects, encumbrances, liens and other imperfections could adversely affect the value of the Notes Collateral securing the Notes as well as the ability of the Security Trustee to realize or foreclose on such Notes Collateral.

The security interest of the Security Trustee will be subject to practical problems generally associated with the realization of security interests in Notes Collateral. For example, the Security Trustee may need to obtain the consent of a third party to obtain or enforce a security interest in a contract. The Issuer cannot assure you that the Security Trustee will be able to obtain any such consent. It also cannot assure you that the consents of any third parties will be given when required to facilitate a foreclosure on such assets. Accordingly, the Security Trustee may not have the ability to foreclose upon those assets and the value of the Notes Collateral may significantly decrease.

The Notes Collateral may be limited by applicable laws or subject to certain limitations or defences that may adversely affect their validity and enforceability

The Notes or the Notes Collateral may be subject to claims that they should be limited or subordinated under Irish, English or other applicable law.

The grant of the Notes Collateral in favour of the Security Trustee may also be voidable by the grantor or by an insolvency trustee, liquidator, examiner, receiver or administrator or by other creditors, or may be otherwise set aside by a court, if certain events or circumstances exist or occur, including, among others, if the grantor is deemed to be insolvent at the time of the grant, or if the grant permits the Secured Parties to receive a greater recovery than if the grant had not been given and insolvency proceedings in respect of the grantor are commenced within a legally specified "clawback" period following the grant. Accordingly, enforcement of any Notes Collateral would be subject to certain defences available to the grantor thereof generally or, in some cases, to limitations contained in the Trust Deed or Notes Security Documents designed to ensure compliance with capital maintenance rules and other statutory requirements applicable to the relevant grantor. As a result, a grantor's liability under its Notes Collateral could be materially reduced or eliminated.

In addition, the granting of new security interests in connection with the issuance of the Notes may trigger hardening periods for such security interests. The applicable hardening period for these new security interests will run from the moment each new security interest has been granted or perfected. At each time, if the security interest recreated or granted were to be enforced and a petition for the commencement of insolvency proceedings were to be filed before the end of the respective hardening period applicable in such jurisdiction, it may be declared void or ineffective or it may not be possible to enforce it.

It is possible that the grantor of the Notes Collateral or a creditor thereof, or the insolvency administrator in the case of the insolvency of a grantor of Notes Collateral, may contest the validity and enforceability of the Notes Collateral on any of the above grounds and that the applicable court may determine that the Notes Collateral should be limited or voided. To the extent that agreed limitations on the obligations secured by the Notes Collateral apply, the Notes would be to that extent effectively subordinated to that extent to all liabilities of the grantor of the Notes Collateral, including trade payables of such grantor of Notes Collateral. Future Notes Collateral to be granted may be subject to similar limitations.

The various insolvency and administrative laws of England and Wales and Ireland to which the New VM Financing Facility Borrower, the other Obligors and the Issuer, as applicable, are subject may not be favourable to creditors, including the Issuer as lender under the New VM Financing Facility Loans and assignee under the Assigned Receivables and the Noteholders, as the case may be, and may limit the Issuer's ability to enforce its rights under the New VM Financing Facility Loans and the Assigned Receivables and your ability to enforce your rights under the Notes, as the case may be

The various insolvency and administrative laws of England and Wales and Ireland to which the New VM Financing Facility Borrower, the other Obligors and the Issuer, as applicable, are subject may not be favourable to creditors, including the Issuer as lender under the New VM Financing Facility Loans and assignee under the Assigned Receivables and the Noteholders, as the case may be, and may limit the Issuer's ability to enforce its rights under the New VM Financing Facility Loans and the Assigned Receivables and your ability to enforce your rights under the Notes, as the case may be

The New VM Financing Facility Borrower, VML, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited are incorporated under the laws of England and Wales. The Issuer is incorporated under the laws of Ireland. Accordingly, insolvency proceedings with respect to any of those entities would be likely to proceed under, and be governed by, English and Irish insolvency law, respectively. English and Irish insolvency law may not be as favourable to creditors as the laws of the United States or other jurisdictions with which investors are familiar. The following discussion of insolvency law, although an overview, describes generally applicable terms and principles, which are defined under the relevant jurisdictions' insolvency statutes. For a description of the Irish insolvency and administrative regimes to which the Issuer is subject and the risks relating thereto, see "*Risk Factors—Irish Law*" below.

In an insolvency proceeding, it is possible that creditors of the Obligors, or appointed insolvency administrator, may challenge certain intercompany obligations 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 such Obligor's obligations under (a) the joint and several payment undertaking provided by such Obligor pursuant to the Accounts Payable Management Services Agreement, and/or (b) the guarantee provided by such Obligor under the New VM Financing Facility Agreement, or take other action that is detrimental to Noteholders.

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. The UK government has confirmed its intention in the Finance Bill 2020 that from December 1, 2020 claims by HMRC in respect of certain taxes including VAT, PAYE income tax (including student loan repayments), employee NI contributions and Construction Industry Scheme deductions (but excluding corporation tax and employer NI contributions) which are held by the company on behalf of employees and customers will also be entitled to priority.

Lastly, under English insolvency law, a liquidator or administrator of a company has certain powers to apply to the court to challenge transactions entered into by that company if the company was unable to pay its debts (as defined in the U.K. Insolvency Act 1986) at the time of the transaction or if the company became unable to pay its debts as a result of the transaction. Generally, only an administrator or liquidator of a company may bring a claim challenging a reviewable transaction. For example, transactions that can be challenged include preferences and transactions at an undervalue.

A transaction might be challenged as a transaction at an undervalue if it involved the relevant company making a gift or otherwise entering into a transaction on terms under which it received no consideration, or the company received significantly less value (in money or money's worth) than it gave in return. The court can set aside transactions at an undervalue entered into by the company within a period of two years ending with the onset of insolvency. A court generally will not intervene in circumstances where 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. Noteholders cannot be assured that in the event of insolvency the obligations of the Obligors under the Transaction Documents to which they are party would not be challenged by a liquidator or administrator or that a court would support our analysis that such obligations were undertaken in good faith for the purposes described above.

A transaction might be challenged as a preference where the relevant company has done something or suffered something to be done which has the effect of putting a creditor, surety or guarantor in a better position than he would have been in had that thing not been done in the event of the relevant company going into insolvent liquidation. However, for the court to determine a preference, it must be shown that the English company was influenced by a desire to prefer that party. If a transaction is found to have given a preference to a creditor, surety or guarantor of the company then the court may make such order as it thinks fit for restoring the position to what it would have been if the company had not given that preference (which could include reducing payments under the guarantees or setting aside any security interests or guarantees although there is protection in specific circumstances for a third party that acquires an interest in property or benefits from the transaction and has acted in good faith for value without notice of the relevant circumstances). In any proceedings, it is for the administrator or liquidator to demonstrate that the English company was unable to pay its debts at the relevant time and that there was such desire to prefer the relevant creditor, unless the beneficiary of the transaction was a connected person, in which case it is presumed that the company intended to put that person in a better position and the connected person must demonstrate that there was, in fact, no such desire, on the part of the company, to prefer them. If the preference is given to a person connected to the company (other than an employee), the court looks back and sets aside those preferences entered into in the period of two years ending with the date of the onset of the company's insolvency. If the person is not connected to the company, the court can only go back and set aside those preferences entered into in the period of six months ending on the onset of insolvency.

Amendments, waivers, resolutions and instructions

The Conditions and the Trust Deed contain detailed provisions governing modification of the Conditions and the Transaction Documents and the convening of meetings and passing of resolutions by the Noteholders, voting as a single class. Certain key risks relating to these provisions are summarised below.

Decisions may be taken by Noteholders, voting as a single class, by way of Extraordinary Resolutions, which can be effected either at a duly convened meeting of the Noteholders (a "**Meeting**")) or by a resolution in writing signed by or on behalf of all of the Noteholders. Meetings of the Noteholders may be convened by the Issuer, the Notes Trustee or by one or more Noteholders holding not less than 10 per cent. of the aggregate principal amount of the Notes then outstanding, subject to certain conditions (including minimum notice periods). In addition, at any time after a Note Acceleration Notice (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")) has been given to the Issuer, the Noteholders by an Extraordinary Resolution may instruct the Notes Trustee in writing to instruct the Security Trustee to give an Enforcement Notice (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")) to the Issuer, as set out in Condition 11 ("*Enforcement*").

Any modification of certain terms, including, among other things (other than in connection with an Accelerated Maturity Event), the date of maturity of the Notes or a modification which would have the effect of postponing any date for payment of interest on the Notes, the reduction or cancellation of the amount of principal payable in respect of the Notes, the alteration of the rate of interest applicable in respect of the Notes, the alteration of the quorum or majority required to pass an Extraordinary Resolution, the alteration of currency of payment of the Notes or alteration of the manner of redemption of the Notes, any material modification to the Notes Collateral, any material modification to the certain items in the Priorities of Payment (as more fully described in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*"), a "**Basic Terms Modification**") must be approved by an Extraordinary Resolution (in respect of a Basic Terms Modification) of the Noteholders.

Other than a Basic Terms Modification, a modification in connection with an Accelerated Maturity Event, or a modification which expressly does not require holders' of the Notes approval, any other modification must be approved by an Extraordinary Resolution (in respect of matters other than a Basic Terms Modification) of the Noteholders.

The quorum at any Meeting for passing an Extraordinary Resolution in respect of any matter other than a Basic Terms Modification will be two or more persons bearing a voting certificate, form of proxy or other

eligible instrument (as further described in Condition 13(d) ("*Meeting of Noteholders—Quorum*"), a "**Voter**"), in each case representing in aggregate more than 50 per cent. of the aggregate principal amount of the Notes then outstanding. The quorum at any Meeting for passing an Extraordinary Resolution in respect of a Basic Terms Modification will be two or more Voters representing in aggregate at least 75 per cent. of the aggregate principal amount of the Notes then outstanding. In addition, if a quorum is not satisfied at any meeting, lower quorum thresholds will apply at any meeting previously adjourned for want of quorum, as set out in Condition 13(d) ("*Meeting of Noteholders—Quorum*").

Any such Extraordinary Resolution may be adverse to any group of Noteholders or individual Noteholders. It should also be noted that amendments may still be effected and waivers may still be granted in respect of such provisions in circumstances where not all Noteholders agree with the terms thereof and any amendments or waivers once passed in accordance with the provisions of the Conditions and the Trust Deed will be binding on all such dissenting Noteholders.

The consent of holders of at least 50% of the aggregate principal amount of Notes then outstanding will be required to approve an Accelerated Maturity Event. However, the consent of the Noteholders in respect of an Accelerated Maturity Event will be validly given if made in accordance with the terms of the Maturity Consent Solicitation (as defined in Condition 6(f) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Accelerated Maturity Event*")), and need not comply with Schedule D ("*Provisions for Meetings of the Noteholders*") of the Trust Deed or any other provisions of the Trust Deed or the Conditions relating to an Extraordinary Resolution.

Additionally, certain amendments, modifications and waivers may be made without the consent of Noteholders, including amendments, among other things, which are (in the Issuer's determination) not materially prejudicial to the interests of the Noteholders, to (in the Issuer's determination) correct a manifest error, to give effect to Permitted Encumbrances (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")), and to give effect, or as otherwise reasonably required to allow for, the Transactions (including to give effect to an SCF Platform Addition or SCF Platform Replacement). Such amendments or modifications could be adverse to certain Noteholders.

Subject to the satisfaction of certain conditions precedent (including receipt of an officer's certificate and opinion of counsel furnished by the Issuer pursuant to the Trust Deed), the Notes Trustee or the Security Trustee, as applicable, shall be obliged to concur (without exercising its own discretion in respect of any such amendments or modification) with the Issuer in making any such amendments or modifications as described above; *provided that* the Notes Trustee and/or the Security Trustee, as applicable, shall not be obliged to agree to any modification which adversely affects its rights, duties, liabilities or immunities, or which, among other things, would have the effect of breaching any duty at law or any of its fiduciary duties or would expose it to any liability against which it has not been indemnified and/or secured to its satisfaction. While the Conditions and the Trust Deed contain detailed provisions governing modification of the Conditions, the Trust Deed, and the other Transaction Documents (including as described above), the consent of the Notes Trustee or Security Trustee, as applicable, may not be required for certain modifications of the other Transaction Documents (including modifications of other Transaction Documents to which the Notes Trustee or Security Trustee, as applicable, is not party or where the amendment provisions thereunder do not require the written consent of the Notes Trustee or Security Trustee, as applicable).

Reports provided by the Administrator will not be audited

The reports made available to Noteholders will be prepared by the Administrator, on behalf of the Issuer, in consultation with and based on certain information provided to it by the Obligors' Parent. Information in the reports will not be audited nor will reports include a review or opinion by a public accounting firm, other than as described under "*Summary of Principal Documents—New VM Financing Facility Agreement—Summary of New VM Financing Facility Agreement—Reporting Undertakings*".

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

The Issuer is incorporated under the laws of Ireland and does not have any assets in the United States. It is anticipated that some or all of the directors and officers of the Issuer will be non-residents of the United States and that all or a majority of their assets will be located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or its respective directors and officers, or to enforce any judgments obtained in U.S. courts predicated upon civil liability

provisions of the U.S. securities laws. In addition, the Issuer cannot assure you that civil liabilities predicated upon the federal securities laws of the United States will be enforceable in Ireland. See "*Listing and General Information—Enforceability of Judgments*".

Failure of a Court to enforce non–petition obligations will adversely affect Noteholders

Each Noteholder will agree, and each beneficial owner of Notes will be deemed to agree, pursuant to the Trust Deed, that it will be subject to non–petition covenants. If such provision failed to be enforceable under applicable bankruptcy laws, then the filing or presentation of such a petition could result in one or more payments on the Notes made during the period prior to such filing being deemed to be preferential transfers subject to avoidance by the bankruptcy trustee or similar official exercising authority with respect to the Issuer's bankruptcy estate. It could also result in the bankruptcy court, trustee or receiver liquidating the assets of the Issuer without regard to any votes or directions required for such liquidation pursuant to the Trust Deed and could result in any payments under the Notes made during the period prior to such presentation being deemed to be a fraudulent or improper disposition of the Issuer's assets.

You may face foreign exchange risks by investing in the Notes

The Notes will be denominated and payable in pound sterling. If you measure your investment returns by reference to a currency other than pound sterling, an investment in the Notes entails foreign exchange related risks due to, among other factors, possible significant changes in the value of 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 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 currency gains or losses from any investment in the Notes.

Limited liquidity and restrictions on transfer (including pursuant to U.S. securities laws)

There is currently no pre-existing market for the Notes. The Initial Purchasers may make a market for the Notes, but are not obliged to do so, and any such market-making may be discontinued at any time without notice. There can be no assurance that any secondary market for any of the Notes will develop or, if a secondary market does develop, that it will provide the Noteholders with liquidity of investment or that it will continue for the life of such Notes. Consequently, a purchaser must be prepared to hold such Notes for an indefinite period of time or until the Maturity Date. Where a market does exist, to the extent that an investor wants to sell Notes, the price may, or may not, be at a discount from the outstanding principal amount thereof. In addition, no sale, assignment, participation, pledge or transfer of the Notes may be effected if, among other things, it would require any of the Issuer or any of their officers or directors to register under, or otherwise be subject to the provisions of, the Investment Company Act or any other similar legislation or regulatory action. Furthermore, the Notes will not be registered under the U.S. Securities Act or any U.S. state securities laws, and the Issuer has no plans, and is under no obligation, to register the Notes under the U.S. Securities Act. Therefore, the Notes may be transferred or resold only in transactions registered under, exempt from or not subject to the registration requirements of the U.S. Securities Act and all applicable state securities laws. The Notes are subject to certain transfer restrictions and can be transferred only to certain transferees. See "*Plan of Distribution*" and "*Transfer Restrictions*" sections of this Offering Circular. It is your obligation to ensure that your offers and sales of Notes comply with applicable law. Such restrictions on the transfer of the Notes may further limit their liquidity.

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 Notes in definitive registered form, or definitive registered notes, are issued in exchange for book-entry interests, owners of book-entry interests will not be considered owners or Noteholders. The common depository for Euroclear or Clearstream (or its nominee) will be the sole holder of the Global Notes. After payment to the common depository or the nominee (as the case may be), the Issuer will have no responsibility or liability for the payment of interest, principal or other amounts to the owners of book-entry interests. Accordingly, if you own a book-entry interest, you must rely on the procedures of Euroclear or Clearstream, as applicable, and if you are not a participant in Euroclear or Clearstream, on the procedures of the participant through which you own your interest, to exercise any rights of a Noteholder, under the Trust Deed. See "*Book-Entry Clearance Procedures*" and "*Form of the Notes*" found elsewhere in this Offering Circular.

Unlike the Noteholders themselves, owners of book-entry interests will not have the direct right to act upon the Issuer's solicitations for consents, requests for waivers or other actions from Noteholders. 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 Euroclear or Clearstream. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable you to vote on any request actions on a timely basis.

Similarly, upon the occurrence of an event of default under the Trust Deed, unless and until definitive registered notes are issued in respect of all book-entry interests, if you own a book-entry interest, you will be restricted to acting through Euroclear or Clearstream. The Issuer cannot assure you that the procedures to be implemented through Euroclear or Clearstream will be adequate to ensure the timely exercise of rights under the Notes. See "*Book-Entry Clearance Procedures*" and "*Form of the Notes*" found elsewhere in this Offering Circular.

Withholding tax on the Notes

Although no withholding tax is currently imposed on payments of interest on the Notes (provided the Notes remain listed on a recognised stock exchange and held in a recognized clearing system for the purposes of section 64 of TCA 1997), there can be no assurance that the law will not change. In the event that any withholding tax or deduction for tax is imposed on payments of interest on the Notes by certain relevant jurisdictions, subject to certain exceptions, the Issuer will pay Additional Amounts so that the net amount a Noteholder receives is no less than that which such Noteholder would have received in the absence of such withholding or deduction. In the event that the Issuer is required to pay such Additional Amounts but the amount the Issuer receives from VMIH is less than the total amount of the Additional Amounts required to be paid by the Issuer to all Noteholders on the relevant interest payment date, the Issuer will only be required to account to each Noteholder for an Additional Amount equivalent to a pro rata proportion of such amount (if any) as is actually received by, or for the account of, the Issuer pursuant to the Expenses Agreement. See Condition 9 ("*Taxation*").

If there is a Tax Event, subject to certain conditions (including, among other things, that any and all Assigned Receivables are repaid by the Obligors or assigned (or agreed to be assigned) by the Issuer to another person, prior to the date of redemption, and that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of redemption), as further described in Condition 6(b) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption: Tax Event*"), the Issuer will, upon giving notice to the New VM Financing Facility Borrower that a Tax Event (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")) which cannot be cured has occurred or will occur, and in the event that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are then voluntarily prepaid by the New VM Financing Facility Borrower pursuant to Clause 7.2(a) ("*Voluntary Prepayment*") of the New VM Financing Facility Agreement, redeem the Notes in whole, but not in part. If the Issuer exercises such redemption right, it must pay the Noteholders a price equal to the principal amount of the Notes plus interest and other amounts (including any Additional Amounts), if any, to the date of redemption. See Condition 6(b) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption: Tax Event*").

A Note may be treated as issued with original issue discount for U.S. federal income tax purposes

A Note may be treated as having been issued with original issue discount for U.S. federal income tax purposes. An obligation generally is treated as having been issued with original issue discount if its stated redemption price at maturity exceeds its issue price by at least a de minimis amount. If a Note is treated as issued with original issue discount, U.S. Holders (as defined in "*Taxation—U.S. Federal Income Tax Considerations*") will be subject to tax on that original issue discount as it accrues, in advance of the receipt of cash payments attributable to that income (and in addition to "qualified stated interest"). See "*Taxation—U.S. Federal Income Tax Considerations*".

The Notes could be treated as equity for U.S. federal income tax purposes, and in such case U.S. Holders may be subject to adverse tax consequences

The Issuer expects the Notes to be treated as debt and not as equity for U.S. federal income tax purposes; however no assurances can be given that the Issuer's position will not be successfully challenged by the U.S. Internal Revenue Service. If the Notes are treated as equity in the Issuer for U.S. federal income tax purposes, U.S. Holders would likely be subject to adverse tax consequences, including those under the passive foreign investment company ("**PFIC**") rules pursuant to which (i) all or a portion of any gain on a disposition of the

Notes would be treated as ordinary income rather than capital gain, (ii) a deferred interest charge would apply to such gain and on certain distributions, which may include certain payments of stated interest, on the Notes and (iii) a U.S. Holder would be required to comply with certain reporting requirements.

For further discussion of the adverse U.S. federal income tax consequences if the Issuer is classified as a PFIC and the Notes are treated as equity, see "*Taxation—U.S. Federal Income Tax Considerations*".

ERISA and other employee benefit plan considerations

Each acquirer and each transferee of a Note or any interest therein will be deemed to have represented, warranted and agreed at the time of its acquisition and throughout the period that it holds such Note or any interest therein that it is not, and is not acting on behalf of (and for so long as such acquirer or transferee holds such Note or any interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor (as defined under "*Certain ERISA Considerations*") or an employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to any Similar Laws (as defined under "*Certain ERISA Considerations*"), and no part of the assets used by it to acquire or hold any Note or any interest therein constitutes the assets of any Benefit Plan Investor or any such employee benefit plan. See "*Certain ERISA Considerations*" for more details.

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

Following the issuance of the Notes, the Issuer intends to make an application for listing on the Official List of Euronext Dublin and for admission to trading on its Global Exchange Market, but it cannot assure you that the Notes will become or remain listed. If the Issuer can no longer maintain the listing on the Official List of Euronext Dublin or it becomes unduly burdensome to make or maintain such listing (for the avoidance of doubt, the preparation of financial statements in accordance with the International Financial Reporting Standards or any accounting standard other than U.S. GAAP and any other standard pursuant to which Virgin Medial prepares its financial statements shall constitute such undue burden), the Issuer may cease to make or maintain such listing on the Official List of Euronext Dublin, provided that the Issuer will use all reasonable efforts to obtain and maintain the listing of the Notes on another stock exchange for (which may be a stock exchange that is not regulated by the E.U.), although there can be no assurance that the Issuer will be able to do so. Notwithstanding the foregoing, the Issuer may, at its sole option at any time, without the consent of the holders of the Notes or the Notes Trustee, de-list the Notes from any stock exchange, for the purposes of moving the listing of such Notes to the Official List of The International Stock Exchange.

Not a bank deposit

Any investment in the Notes does not have the status of a bank deposit in Ireland and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland. The Issuer is not regulated by the Central Bank of Ireland by virtue of the issuance of the Notes. In addition, the Notes do not represent interests in or obligations of any person or entity other than the Issuer and are not insured or guaranteed by any person or entity or any governmental or private insurer.

Virgin Media or its subsidiaries may incur additional indebtedness prior to, or within a short time period following, the Issue Date of the Notes, which indebtedness could increase Virgin Media's leverage and may have terms that are more or less favorable than the terms of the Notes and Virgin Media's other existing indebtedness

Virgin Media or its subsidiaries may incur substantial additional debt, including in connection with a refinancing of our existing debt, to fund any future acquisition or for general corporate purposes. In connection with its financial strategy, Virgin Media continually evaluates different financing alternatives, and may decide to enter into new credit facilities, access the debt capital markets or incur other indebtedness from time to time, including following the consummation of this offering and prior to, or within a short time period following, the Issue Date of the Notes. Any such offering or incurrence of debt will be made at Virgin Media's election or the election of its relevant subsidiaries, and if such debt is in the form of securities, would be offered and sold pursuant to, and on the terms described in, a separate offering memorandum. The interest rate with respect to any such additional debt will be set at the time of the pricing or incurrence of such debt and may be less than or greater than the interest rate applicable to the Notes and Virgin Media's existing debt, including, in the case of a refinancing, the debt that is being refinanced, which would have a corresponding effect on its cash interest expense on a pro forma basis. In addition, the maturity date of any such additional debt will be set at the time of

pricing or incurrence of such debt and may be earlier or later than the maturity date of the Notes and Virgin Media's existing debt. The other terms of such additional debt would be as agreed with the relevant lenders or holders thereof and could be more or less favorable than the terms of the Notes or Virgin Media's existing indebtedness. There can be no assurance that Virgin Media's subsidiaries will elect to raise any such additional debt or that any effort to raise such debt will be successful, and there can be no assurance as to the timing of such offering or incurrence, the amount or terms of any such additional debt. If Virgin Media or its subsidiaries incur new debt in addition to its current debt, the related risks that we now face, even in a refinancing transaction, as described above and elsewhere in these "*Risk Factors*" or incorporated by reference herein, could intensify.

Risks Relating to the Receivables and the SCF Platform

Receivables—payment, deduction and set-off risk

The principal risk associated with the Assigned Receivables is the risk of payment default by the Obligors. A payment default could delay the payment of interest on the Notes on the date such interest is due, as well as the return of principal in respect of the Notes beyond the Maturity Date and/or impair the amount of such return.

In order to constitute a VM Account Receivable, a Receivable must arise under an agreement pursuant to which the relevant Obligor has agreed not to assert any right of set-off, counterclaim or deduction save those that have been specified in a Credit Note allocated to the relevant Receivable (which in turn will reduce the corresponding Payment Obligation that will arise following the relevant SCF Transfer) (though Credit Notes may not be allocated to any Approved Platform Receivable following an SCF Transfer). Depending on the jurisdiction of the relevant Obligor or the Platform Provider, such exclusion might not be effective in a liquidation or administration of such Obligor or the Platform Provider and mandatory set-off might be required. Furthermore, VM Accounts Receivable are purchased by the Issuer at a price calculated after taking full account of any amounts specified in any Credit Note (if any) allocated to the relevant Receivable (and corresponding Payment Obligation following an SCF Transfer). In addition, the Platform Provider has also agreed to make and calculate all payments to the Issuer without (and free and clear of any deduction for) set-off or counterclaim, unless specifically provided for under the Framework Assignment Agreement.

Reliance on representations and warranties

The Issuer will purchase VM Accounts Receivable from the Platform Provider in reliance on representations and warranties of the Obligors' Parent and the Platform Provider in the Framework Assignment Agreement. The Issuer will not carry out any independent investigation of the VM Accounts Receivable to be purchased. The rights of the Issuer under these representations and warranties are charged in favour of the Security Trustee under the Trust Deed.

The transfer of VM Accounts Receivable under the Framework Assignment Agreement takes place only under equity until an Obligor Enforcement Notification is given to the Obligors

Pursuant to the terms of the Framework Assignment Agreement and notwithstanding that the Obligors' Parent gives certain representations relating to the VM Accounts Receivable pursuant to the terms of the Framework Assignment Agreement, the Issuer may not serve (or cause or permit to be served) an Obligor Enforcement Notification prior to the occurrence of (i) a failure by the relevant Obligor to pay any Payment Obligation in full to the Platform Provider on the date such payment was due (taking into account any applicable grace period under the APMSA), (ii) a specified insolvency event in respect of any Obligor, (iii) a breach of the representations and warranties of the Obligors' Parent with respect to the eligibility of the VM Accounts Receivable, which is not capable of remedy (or if such breach is capable of remedy, is not remedied within five Business Days of notice) (each such event in (i) to (iii), a "**Buyer Event of Default**"), or (iv) a specified insolvency event in respect of the Platform Provider. Accordingly, on each Assignment Date (as defined in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*"), an assignment by the Platform Provider to the Issuer of a VM Account Receivable pursuant to the Framework Assignment Agreement will take place by way of an equitable assignment.

Under the terms of the Framework Assignment Agreement (see "*Summary of Principal Documents—Framework Assignment Agreement*" below for a summary of the principal terms of the Framework Assignment Agreement), the Platform Provider will represent and warrant, immediately prior to each Assignment Date, *inter alia*, that it is entitled to assign the relevant Payment Obligations pursuant to the terms of the Framework Assignment Agreement, and that it has not assigned, transferred or otherwise disposed of, or created any

encumbrance or security interest over, such VM Accounts Receivable. Furthermore, the Obligors' Parent will also represent and warrant, pursuant to the terms of the Framework Assignment Agreement on each Assignment Date, *inter alia*, that the VM Accounts Receivable are capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement so that on purchase the Issuer will receive good title, and that the VM Accounts Receivable are due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors.

Notwithstanding the representations and warranties provided by the Obligors' Parent and the Platform Provider, until an Obligor Enforcement Notification is given to the Obligors and the assignment is otherwise elevated to a full legal assignment in accordance with the terms of the Framework Assignment Agreement, the Issuer would not take priority over any interest of a later encumbrancer or transferee of the legal title to the Platform Provider's rights who had no notice of the transfer to the Issuer. This may materially and adversely affect the Issuer's ability to make payments under the Notes.

Commingling of amounts due to the Issuer in the SCF Bank Account may delay or reduce payments on the Notes

Until an Obligor Enforcement Notification is given to the Obligors, each Obligor will discharge its payment obligations under the Assigned Receivables by making payment to the Platform Provider's SCF Bank Account.

The APMSA provides that any of the Obligors (which, as used in this paragraph only, includes reference to the Obligors' Parent, the eligible Subsidiary Obligors and/or the Excluded Buyer, as the context may require) (or LGC on its behalf) or VMIH may upload an Electronic Data File containing details of a Receivable of an approved supplier onto the SCF Platform. At the time the Platform Provider makes payment to a supplier in respect of an "approved" Receivable, a Payment Obligation, whereby an independent and primary obligation by VMIH and the Obligors (jointly and severally) to make payment or cause payment to be made in respect such approved Receivable will arise in respect of such Receivable. The Excluded Buyer will not be an eligible Obligor under the Framework Assignment Agreement on and following the Issue Date, and therefore, none of the Assigned Receivables will be owed by it. Prior to the service of an Obligor Enforcement Notification, such payments will be made by the Obligors to the Platform Provider's SCF Bank Account to satisfy the Payment Obligation comprising an Assigned Receivable on the relevant Confirmed Payment Date; the Obligors will also make payments to the SCF Bank Account to satisfy Payment Obligations owing to other Relevant Recipients (who are not the Issuer) participating in the SCF Platform. In turn, the Platform Provider will act as collection agent for the Issuer pursuant to the terms of the Framework Assignment Agreement, and has agreed to pay each amount received in respect of an Assigned Receivable into the relevant Issuer Transaction Account (although the Platform Provider may validly retain and reinvest certain amounts on the Issuer's behalf, see "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*") and to notify the Issuer as soon as reasonably practicable if all or any part of an Assigned Receivable is not paid in full on the date such payment was due (taking into account any applicable grace period under the APMSA).

Therefore, any amounts that are paid by the Obligors into the SCF Bank Account in connection with the settlement of Assigned Receivables are at risk of being commingled with other funds paid by the Obligors into the same account in connection with the settlement of Payment Obligations owing to other Relevant Recipients. If cash collected upon the settlement of Assigned Receivables and due to the Issuer is commingled with other funds (including funds due to other Relevant Recipients) in the SCF Bank Account, it may not be traceable, such that upon the insolvency of any of the Obligors, it may be impossible to separate the amounts due to the Issuer from amounts due to other creditors of the Obligors (including other Relevant Recipients). If there is a shortfall in the amounts necessary to satisfy the claims of all creditors in such an event, this may reduce amounts available to pay Noteholders.

Reliance on the Platform Provider acting as paying agent for the Obligors and as collection agent for the Issuer under the SCF Platform Documents and the Framework Assignment Agreement may lead to a loss on the Notes

Pursuant to the terms of the Accounts Payable Management Services Agreement, the Obligors authorize the Platform Provider to act as paying agent with respect to transactions executed on the SCF Platform. On the Confirmed Payment Date for a VM Account Receivable, the Platform Provider will debit the SCF Bank Account for the amount collected from the relevant Obligor in connection with the settlement of such VM Account Receivable, and will forward such amounts to the Issuer or such other participating funding provider that purchased the VM Account Receivable.

The Platform Provider, acting as paying agent for the Obligors pursuant to the Accounts Payable Management Services Agreement and as collection agent for the Issuer under the Framework Assignment Agreement, must make payments to the Issuer net of any deduction or withholding required to be made from such payments by any law, regulation or practice, and the Issuer will bear the risk of such deduction or withholding. Moreover, save in the case of breach of contract, gross negligence or wilful misconduct, the Platform Provider is not: (a) responsible for any loss or liability arising out of its failure, owing to causes outside its control (such as, but not limited to, the imposition of foreign exchange restrictions or any act or omission of any Obligor) to remit to the Issuer any amount due to it under the Framework Assignment Agreement or any Assignment Framework Note; or (b) liable to remit to the Issuer any amount greater than the amount actually collected from an Obligor in connection with the settlement of an Assigned Receivable, notwithstanding the fact that such amount may be less than the Certified Amount due and payable. Additionally, where any amount is owed by an Obligor in respect of an Assigned Receivable, the Platform Provider is not obliged to pay any part of such amount to the Issuer until it has been able to establish to its satisfaction that it has actually received such amount from the Obligor. In connection therewith, the Platform Provider benefits from a clawback provision in the Framework Assignment Agreement which provides that, save for the Platform Provider's gross negligence or wilful misconduct, if at any time (including after termination of the Framework Assignment Agreement) the Platform Provider pays an amount to the Issuer which the Platform Provider either did not actually receive or is required to return to the relevant Obligor or any third party by operation of mandatory rules of law, then the Issuer must, on demand, refund such amount to the Platform Provider, together with interest (if any) accrued thereon from the date which is five Business Days following the date of demand to the date of refund.

Any of the circumstances described above may result in a delay in payments to Noteholders under the Notes or permanent reduction in amounts available to pay Noteholders under the Notes.

Exposure to credit risk of the Platform Provider

As of the Issue Date, the Platform Provider pursuant to the terms of the Framework Assignment Agreement and the SCF Platform Documents will be ING Bank N.V., an entity incorporated under the laws of the Netherlands with registered number 33031431 and acting through its office at Bijlmerplein 888, 1102 MG Amsterdam, the Netherlands, and which, in its ordinary course of business, provides wholesale banking services (including trade receivables finance products such as the SCF Platform through which it assigns Payment Obligations (and, where applicable, the related Receivables) to various participating funders, including the Issuer).

Pursuant to the Framework Assignment Agreement, the Issuer agrees to allow the Platform Provider to retain, on the Issuer's behalf (for a specified period), certain amounts which would otherwise be due to the Issuer. This arrangement provides the Platform Provider with additional liquidity to purchase, on the Issuer's behalf, further VM Accounts Receivable as and when they become available on the SCF Platform; it also enhances operational efficiency by minimizing unnecessary or redundant payment flows between the Issuer and the Platform Provider. In exchange, the Platform Provider agrees to pay interest on certain of these retained amounts, which accrues on a daily basis at the Reference Rate, for the period of retention. The Framework Assignment Agreement also permits the Platform Provider to hold certain other funds (which would otherwise be due to the Issuer) for a fixed period of time, without accruing interest, and such funds may or may not be applied for the Issuer's benefit towards further purchases of VM Accounts Receivable. For more information on the forms of liquidity provided by the Issuer to the Platform Provider to purchase VM Accounts Receivable on the Issuers' behalf under the Framework Assignment Agreement, see "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*" found elsewhere in this Offering Circular.

The Issuer will, therefore, be exposed to the credit risk related to the Platform Provider as counterparty to the Framework Assignment Agreement to the extent of the cash of the Issuer held by the Platform Provider. If the credit quality of the Platform Provider deteriorates, it may default on its obligation to make payments thereunder. In the event of the insolvency of the Platform Provider, the Issuer will be treated as a general creditor of the Platform Provider, and may not be able to recover any of its funds held thereby. Furthermore, there may be practical impediments or timing delays associated with enforcement of the Issuer's rights against the Platform Provider in the case of its insolvency. A failure by the Platform Provider to make payment when due to the Issuer of any relevant funds it holds, together with, if applicable, any interest accrued thereon, would reduce the funds available to the Issuer to perform its obligations, which could result in a reduction or delay in payments on the Notes.

In the event of a Ratings Trigger Event, the Issuer will deliver a notice of termination under the Framework Assignment Agreement, and will not be obliged to fund further purchases of VM Accounts Receivable (to the extent an Assignment Notice has not been served or deemed to have been served in respect thereof prior to the date of service of the notice of termination).

The short term, unsecured, unguaranteed and unsubordinated debt obligations of ING Bank N.V. are rated "F1" by Fitch, "P-1" by Moody's and "A-1" by S&P. The long term, unsecured, unguaranteed and unsubordinated debt obligations of ING Bank N.V. are rated "A+" by Fitch, "Aa3" by Moody's and "A" by S&P.

In the case of an SCF Platform Addition or an SCF Platform Replacement, which may be established without the consent of the Noteholders, a different entity may be appointed as Platform Provider and such appointment does not require the consent of Noteholders. There can be no assurance on the level of exposure to the credit risk of such new or replacement Platform Provider.

The Framework Assignment Agreement may be terminated without the consent of the Issuer or the Noteholders

The Issuer depends on its rights under the Framework Assignment Agreement to access the SCF Platform and to purchase eligible VM Accounts Receivable, the repayment of which at a premium (in conjunction with certain payments from VMIH pursuant to the New VM Financing Facility Agreement) allows the Issuer to service its obligations under the Notes. Further, the Issuer has no control over how frequently the VM Accounts Receivables will be offered to it for purchase under the Framework Assignment Agreement, and there is no minimum number of Assignment Framework Notes or sale of VM Accounts Receivables under the Framework Assignment Agreement. Under its terms, the Framework Assignment Agreement and/or any Assignment Framework Note thereunder may be terminated by the Platform Provider, without the consent of the Issuer or the Noteholders, upon provision of 10 Business Days' prior written notice to the Issuer, *provided that* the effective date of such termination shall not be earlier than the effective date of termination of the APMSA. The Platform Provider may also terminate the Framework Assignment Agreement and/or any Assignment Framework Note with immediate effect upon the occurrence of certain events, including a breach of material obligations of the Obligors' Parent (subject to a 30 days grace period), a material breach of the representation and warranties of the Obligors' Parent (subject to a 30 days grace period), or if a specified insolvency event has occurred in respect of the Obligors' Parent. Termination of the Framework Assignment Agreement shall preclude the service of further Assignment Notices, thus preventing the Issuer from purchasing further VM Accounts Receivable, in which case the Issuer would be dependent upon (i) the repayment of any Assigned Receivables outstanding prior to such termination and (ii) payments from VMIH pursuant to the New VM Financing Facility Agreement to fund interest payments on the Notes. Upon repayment of any outstanding Assigned Receivables, funding of payments on the Notes would no longer benefit from the purchase and repayment of VM Accounts Receivable. In such case the Issuer would be entirely dependent upon payments by VMIH to which the Issuer is entitled under the New VM Financing Facility Agreement (including any Shortfall Payments) and Expenses Agreement to fund payments under the Notes. See "*—The Issuer is an unaffiliated special purpose financing company which will depend on payments in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement and the Expenses Agreement to provide it with funds to meet its obligations under the Notes*" and "*—Limited recourse obligations*".

Reliance on third parties

Each of the Notes Trustee, the Security Trustee and the Issuer is a party to arrangements with a number of other third parties that have agreed to perform certain services in relation to the VM Accounts Receivable and the New VM Financing Facility Agreement, as further described in "*Summary of Principal Documents—Agency and Account Bank Agreement*" included elsewhere in this Offering Circular. For example, the Administrator has agreed to provide certain portfolio administration and calculation services, the Account Bank has agreed to provide certain cash management services and the Paying Agent has agreed to provide payment services, in each case either itself or through its delegates, in respect of the VM Accounts Receivable and New VM Financing Facility Loans under the Agency and Account Bank Agreement. Each of the Notes Trustee, the Security Trustee and the Issuer will rely on the relevant third party or its delegate to exercise the rights and carry out the obligations under the Agency and Account Bank Agreement. In the event that any relevant third party or its delegate fails to perform its obligations under the respective agreement, the Notes may be adversely affected. For example, disruptions in the duties of the Administrator, which may be caused by the failure to appoint a successor or the failure of the Administrator to carry out its services, could lead to a loss on the Notes. Each of the Issuer and the Security Trustee may, from time to time, become subject to regulatory or other requirements

that may require it to appoint additional third parties (or increase the level of responsibility of an existing third party) to provide relevant services and/or incur additional costs and expenses to enable it to comply with such regulatory requirements. The Issuer and the Security Trustee, as the case may be, could be in breach of regulatory requirements or otherwise adversely affected if they were unable to find a third party to provide the relevant services or perform them themselves. Moreover, such regulatory requirements may give rise to additional costs and expenses for the affected entity which would be payable prior to payments with respect to the Notes and thereby reduce amounts available to make such payments under the Notes.

Termination of the Administrator may cause disruptions in processes that could affect the timeliness of payments on the Notes

If the appointment of The Bank of New York Mellon, London Branch as Administrator is terminated under the terms of the Agency and Account Bank Agreement, it will be necessary for the Issuer to appoint a successor to undertake the obligations of the Administrator. See "*Summary of Principal Documents—Agency and Account Bank Agreement*" for a description of the circumstances in which termination of the Administrator may occur and the consequences of such termination. The transfer to a new Administrator may create disruptions in processes that could cause delays in the payments received by the Issuer and, ultimately, in payments due on the Notes.

Investment Company Act

Restrictions on Ownership of Notes and the Investment Company Act

The Issuer has not registered with the SEC as an investment company pursuant to the Investment Company Act, in reliance on the exception contained in Section 3(c)(7) of the Investment Company Act. Section 3(c)(7) of the Investment Company Act provides that an entity will not be within the statutory definition of "investment company" so long as (a) such entity's outstanding securities are beneficially owned by U.S. residents that are "qualified purchasers" at the time of acquisition of such securities and (b) such entity does not make, or propose to make, a public offering of its securities in the United States. In some cases persons who would not otherwise be deemed to be qualified purchasers can own securities of the entity, such as "knowledgeable employees" of the entity and certain transferees identified in Rules 3c-5 and 3c-6 under the Investment Company Act. In addition, resales of the Notes in a transaction exempt from the registration requirements under the U.S. Securities Act, as the case may be, are restricted as described under "*Transfer Restrictions*".

No opinion or no-action position has been requested of the SEC with respect to the status of the Issuer as an investment company under the Investment Company Act. Because the Issuer will not be registered with the SEC as an investment company, investors in the Issuer will not be afforded the protections of the 1940 Act.

If the SEC or a court of competent jurisdiction were to find that the Issuer is required, but in violation of the Investment Company Act, had failed, to register as an investment company, possible consequences include, but are not limited to, the following: (i) the SEC could apply to a district court to enjoin the violation; (ii) investors in the Issuer could sue the Issuer and recover any damages caused by the violation of the registration requirement of the Investment Company Act; and (iii) any contract to which the Issuer is party that is made in violation of the Investment Company Act or whose performance involves such violation would be unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than non-enforcement and would not be inconsistent with the purposes of the Investment Company Act. In addition, such a finding would constitute an Issuer Event of Default under the Conditions. Should the Issuer be subjected to any or all of the foregoing, the Issuer would be materially and adversely affected.

If the Issuer determines that a purchaser of the Notes that is a U.S. person was not a Qualified Purchaser at the time of its acquisition of the Notes, the Issuer will have the right, at its option, to require such person to dispose of its Notes to a person or entity that is qualified to hold the Notes immediately upon receipt of a notice from the Issuer that the relevant purchaser was not a Qualified Purchaser.

Irish Law

The Issuer is subject to risks, including the location of its centre of main interest ("**COMI**"), the appointment of examiners, claims of preferred creditors and floating charges.

Centre of main interest

The Issuer has its registered office in Ireland. Under Regulation (EU) No. 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (recast) (the "**Recast E.U. Insolvency**

Regulation"), the Issuer's COMI is presumed to be the place of its registered office (i.e. Ireland) in the absence of proof to the contrary and provided that the Issuer did not move its registered office within the three months prior to a request to open insolvency proceedings.

As the Issuer's COMI is presumed to be Ireland, any main insolvency proceedings in respect of the Issuer would fall within the jurisdiction of the courts of Ireland. As to what might constitute "proof to the contrary" regarding the location of a company's COMI, the key decision is that in *Re Eurofood IFSC Ltd* ([2004] 4 IR 370 (Irish High Court); [2006] IESC 41 (Irish Supreme Court); [2006] Ch 508; ECJ Case C-341/04 (European Court of Justice)), given in respect of the equivalent provision in the previous EU Insolvency Regulation (Regulation (EC) No. 1346/2000). In that case, on a reference from the Irish Supreme Court, the European Court of Justice concluded that "*factors which are both objective and ascertainable by third parties*" would be needed to demonstrate that a company's actual situation is different from that which the location of its registered office is deemed to reflect. For instance, if a company with its registered office in Ireland does not carry on any business in Ireland that could rebut the presumption that the company's COMI is in Ireland. However, if a company with its registered office in Ireland does carry on business in Ireland, the fact that its economic choices are controlled by a parent undertaking in another jurisdiction would not, of itself, be sufficient to rebut the presumption.

As the Issuer has its registered office in Ireland, has Irish directors, is registered for tax in Ireland and has retained an Irish corporate services provider, the Issuer does not believe that factors exist that would rebut the presumption that its COMI is located in Ireland, although this would ultimately be a matter for the relevant court to decide based on the circumstances existing at the time when it was asked to make that decision. If the Issuer's COMI was found to be in another E.U. jurisdiction and not in Ireland, main insolvency proceedings would be opened in that jurisdiction instead.

Examinership

Examinership is a court moratorium/protection procedure which is available under Irish company law to facilitate the survival of Irish companies in financial difficulties. Where a company, which has its COMI in Ireland is, or is likely to be, unable to pay its debts an examiner may be appointed on a petition to the relevant Irish court under Section 509 of the Irish Companies Act 2014. The Issuer, the directors of the Issuer, a contingent, prospective or actual creditor of the Issuer, or shareholders of the Issuer holding, at the date of presentation of the petition, not less than one–tenth of the paid-up voting share capital of the Issuer are each entitled to petition the court for the appointment of an examiner to the Issuer.

The examiner, once appointed, has the power to halt, prevent or rectify acts or omissions, by or on behalf of the company after his appointment and, in certain circumstances, negative pledges given by the company prior to his appointment will not be binding on the company. Furthermore, where proposals for a scheme of arrangement are to be formulated, the company may, subject to the approval of the court, affirm or repudiate any contract under which some element of performance other than the payment remains to be rendered both by the company and the other contracting party or parties.

During the period of protection, the examiner will compile proposals for a compromise or scheme of arrangement to assist in the survival of the company or the whole or any part of its undertaking as a going concern. A scheme of arrangement may be approved by the relevant Irish court when a minimum of one class of creditors, whose interests are impaired under the proposals, has voted in favour of the proposals and the relevant Irish court is satisfied that such proposals are fair and equitable in relation to any class of members or creditors who have not accepted the proposals and whose interests would be impaired by implementation of the scheme of arrangement and the proposals are not unfairly prejudicial to any interested party.

The fact that the Issuer is a special purpose entity and that all its liabilities are of a limited recourse nature means that it is unlikely that an examiner would be appointed to the Issuer.

If however, for any reason, an examiner were appointed while any amounts due by the Issuer under the Notes were unpaid, the primary risks to the Noteholders are as follows:

- the Notes Trustee, acting on behalf of the Noteholders, and the Security Trustee would not be able to enforce certain rights against the Issuer during the period of examinership (including the right of the Security Trustee to enforce the Notes Collateral);
- a scheme of arrangement may be approved involving the writing down of the debt due by the Issuer to the Noteholders irrespective of the Noteholders' views;

- the potential for the examiner to seek to set aside any negative pledge prohibiting the creation of security or the incurring of borrowings by the Issuer to enable the examiner to borrow to fund the Issuer during the protection period; and
- in the event that a scheme of arrangement is not approved and the Issuer subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Issuer and approved by the relevant Irish court) will take priority over the moneys and liabilities which from time to time are or may become due, owing or payable by the Issuer under the Notes.

Fixed and floating charges

Under Irish law, there are a number of ways in which fixed charge security has an advantage over floating charge security. These include: (a) they have weak priority against purchasers (who are not on notice of any negative pledge contained in the floating charge) and the chargees of the assets concerned and against lien holders, execution creditors and creditors with rights of set-off; (b) they rank after certain preferential creditors, see below; (c) they rank after certain insolvency remuneration expenses and liabilities; (d) the examiner of a company has certain rights to deal with the property covered by the floating charge and (e) they rank after fixed charges

Under Irish law, for a charge to be characterised as a fixed charge, the charge holder is required to exercise the requisite level of control over the assets purported to be charged and the proceeds of such assets including any bank account into which such proceeds are paid. There is a risk therefore that even a charge which purports to be taken as a fixed charge may take effect as a floating charge if a court deems that the requisite level of control was not exercised. Depending upon the level of control actually exercised by the Issuer, there is therefore a possibility that the fixed security purported to be created by Trust Deed would be regarded by the Irish courts as a floating charge.

Preferred creditors

If the Issuer becomes subject to an insolvency proceeding and the Issuer has obligations to creditors that are treated under Irish law as creditors that are senior relative to the Noteholders, the Noteholders may suffer losses as a result of their subordinated status during such insolvency proceedings. In particular:

- under Irish law, the claims of creditors holding fixed charges may rank behind other creditors (namely fees, costs and expenses of any examiner appointed (including any borrowings made by an examiner to fund the company's requirements for the duration of his appointment)and certain capital gains tax liabilities) and, in the case of fixed charges over book debts, may rank behind claims of the Irish Revenue Commissioners for "pay-as-you-earn", pay related social insurance, local property tax and any tax imposed in conformity with the Council Directive of November 28, 2006 on the common system of value added tax (EC Directive 2006/112) and any other tax of a similar fiscal nature substituted for, or levied in addition to such tax whether in the E.U., or elsewhere in any jurisdiction together with any interest and penalties thereon ("**VAT**"); and
- in an insolvency of the Issuer, the claims of certain other creditors (including the Irish Revenue Commissioners for certain unpaid taxes), as well as those of creditors mentioned above, will rank in priority to claims of unsecured creditors and claims of creditors holding floating charges, including those charges that purport to be created as a fixed charge but take effect as a floating charge (see " *—Fixed and floating charges*" above).

USE OF PROCEEDS

The Issuer expects that the net proceeds from the issuance of the Notes, together with any upfront payments payable by VMIH under the New VM Financing Facility Agreement, will be approximately £500.0 million and will be used by the Issuer to finance the acquisition of VM Accounts Receivable pursuant to the terms of the Framework Assignment Agreement (including the Block Transfer) or to fund the New VM Financing Facility Loans under the New VM Financing Facility Agreement, as further described below.

To the extent that there are not sufficient VM Accounts Receivable available for purchase on the first Value Date falling on or after the Issue Date, the Issuer will advance any excess proceeds from the issuance of the Notes to the New VM Financing Facility Borrower as Excess Cash Loans under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement. It is expected that the Issuer will complete the Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. On the Issue Date, the Issuer will also fund an Issue Date Facility Loan in a principal amount equal to the Subscription Proceeds under the Issue Date Facility to VMIH, pursuant to the New VM Financing Facility Agreement.

DESCRIPTION OF THE ISSUER

General

The Issuer, Dolya Holdco 17 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes III Designated Activity Company), was incorporated as a designated activity company in Ireland with registered number 669525 on April 9, 2020 pursuant to the Irish Companies Act 2014 (as amended). The registered office of the Issuer is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland and its telephone number is +353 1 6146240. The Issuer was incorporated for an indefinite duration and has no other commercial name.

The authorized share capital of the Issuer is £101,000,000 divided into 1,000,000 ordinary shares of £1.00 each, plus 100,000,000 Class B, non-voting, non-dividend bearing shares of £1.00 each. The Issuer has issued 1 ordinary share of £1.00 and will issue an amount of Class B, non-voting, non-dividend bearing shares of £1.00 each equal to the Minimum Issuer Capitalization Amount (the "**Issue Date Shares**", together with the Existing Share, the "**Shares**"), if any, in connection with the offering of the Notes, which are and will be, respectively, fully paid up and held by the Share Trustee under the terms of the Declaration of Trust. Pursuant to the Declaration of Trust, the Share Trustee holds the Shares on trust for certain charities and charitable institutions according to the terms of the Declaration of Trust until the Termination Date (as defined in the Declaration of Trust) and may not dispose or otherwise deal with the Shares for so long as there are any Notes outstanding. The holder of the ordinary share will have the ability to elect directors of the Issuer and may be able to take certain other actions permitted by shareholders under the Constitution of the Issuer. Neither Virgin Media nor any of its subsidiaries owns directly or indirectly any of the share capital of the Issuer. With the exception of the Share Trustee pursuant to the Issue Date Arrangements Agreement, no person has been granted the right to subscribe for any share capital of the Issuer.

TMF Administration Services Limited (the "**Corporate Servicer**"), an Irish company, acts as the corporate services provider for the Issuer. The office of the Corporate Servicer serves as the general business office of the Issuer. Through the office and pursuant to the terms of the corporate services agreement entered into on or before the Issue Date (the "**Corporate Administration Agreement**") between the Issuer and the Corporate Servicer, the Corporate Servicer performs various management functions on behalf of the Issuer, including the provision of certain clerical, reporting, accounting, administrative and other services until termination of the Corporate Administration Agreement. In consideration for the foregoing, the Corporate Servicer receives various fees and other charges payable by the Issuer at rates agreed upon from time to time plus expenses. The terms of the Corporate Administration Agreement provide that either party may terminate the Corporate Administration Agreement upon the occurrence of certain stated events, including any material breach by the other party of its obligations under the Corporate Administration Agreement which is either incapable of remedy or which is not cured within 30 days from the date on which it was notified of such breach. In addition, either party may terminate the Corporate Administration Agreement at any time by giving not less than two months' written notice to the other party. The termination of the Corporate Servicer becomes effective only upon the appointment by the Issuer of a successor corporate servicer. The Corporate Administration Agreement will contain standard limited recourse and non-petition provisions with respect to the Issuer.

The Corporate Servicer's principal office is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

Business

The principal objects of the Issuer are set forth in Article 3 of its Constitution and include, *inter alia*, the power to issue securities and to raise or borrow money, to grant security over its assets for such purposes, to lend with or without security and to enter into derivative transactions. Cash flow derived from the Assigned Receivables, repayments made in respect of the New VM Financing Facility Loans drawn, as well as Shortfall Payments made, under the New VM Financing Facility Agreement and payments under the Expenses Agreement will be the Issuer's only sources of funds to fund payments in respect of the Notes.

So long as any of the Notes are outstanding, the Issuer will be subject to the restrictions set out in the Conditions and in the Trust Deed. In particular, the Issuer has undertaken not to carry out any business other than issuing the Notes (and any further notes as permitted by the Trust Deed), acquiring, holding and disposing of the VM Accounts Receivable, funding the New VM Financing Facility Loans and making payments under the New VM Financing Facility Agreement and Expenses Agreement, or otherwise carrying out its obligations in

accordance with the Transaction Documents to which it is party, and exercising the rights and performing the obligations under each such agreement and all other transactions incidental thereto. The Issuer will not have any substantial liabilities other than in connection with the Notes (and any further notes permitted by the Trust Deed) and any secured obligations. The Issuer will not have any subsidiaries and, save in respect of the proceeds of the Issuer's issued share capital and the amounts standing to the credit of the Issuer Profit Account as contemplated by the Transaction Documents, the Issuer will not be able to accumulate any surpluses.

The Issuer has, and will have, no material assets other than the Assigned Receivables held from time to time, the balances standing to the credit of the Issuer Transaction Accounts and the benefit of the Transaction Documents to which the Issuer is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including the New VM Financing Facility Agreement, the Expenses Agreement, the Issue Date Arrangements Agreement and the Framework Assignment Agreement), such fees (as agreed) payable to it in connection with the issue of the Notes, the sum of £1.00 representing the proceeds of its issued and paid up ordinary share capital which is held in the Issuer Profit Account, and the remainder of the amounts standing to the credit of the Issuer Profit Account. The only assets of the Issuer available to meet claims of the Noteholders and the other Secured Parties are the assets comprising the Notes Collateral.

The Notes (and any further notes as permitted by the Trust Deed) are obligations of the Issuer alone and are not the obligations of, or guaranteed in any way by, the Directors, the company secretary of the Issuer, the Share Trustee, any of the other parties to the Transaction Documents or any Obligor.

Directors and Company Secretary

The Issuer's Constitution provides that the board of directors of the Issuer will consist of at least two directors.

The Directors of the Issuer as at the date of this Offering Circular are Jane McCullough and Romira Hoxana. The business address of the Directors is 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. The Directors of the Issuer may engage in other activities and have other directorships. None of the Directors of the Issuer has any actual or potential conflict between their duties to the Issuer and their private interest or other duties.

The company secretary is TMF Administration Services Limited of 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

Business Activity

The Issuer has not previously carried on any business or activities other than those incidental to its incorporation, the acquisition of the VM Accounts Receivable, the authorization and issue of the Notes, the funding of the New VM Financing Facility Loans under the New VM Financing Facility Agreement, the making of payments under the New VM Financing Facility Agreement and Expenses Agreement, or otherwise carrying out its obligations in accordance with the Transaction Documents to which it is party, and activities incidental to the exercise of its rights in compliance with its obligations under the Trust Deed, the other Transaction Documents to which it is party entered into in connection with the issue of the Notes, the purchase of the VM Accounts Receivable, the funding of the New VM Financing Facility Loans under the New VM Financing Facility Agreement and the making of payments under the New VM Financing Facility Agreement and Expenses Agreement.

Subsidiaries

The Issuer has no subsidiaries.

Financial Statements

Since its date of incorporation, and save as disclosed herein, the Issuer has not commenced operations and no financial statements of the Issuer have been prepared as at the date of this Offering Circular. The Issuer intends to publish its financial statements in respect of the period ending on December 31, 2020. The Issuer will not prepare interim financial statements. The financial year of the Issuer ends on December 31, in each year.

The Issuer's profit and loss account and balance sheet can be obtained free of charge from the registered office of the Issuer. The Issuer must hold its first annual general meeting within 18 months of the date of its incorporation (and no more than 9 months after the financial year end) and thereafter the gap between its annual general meetings must not exceed 15 months. One annual general meeting must be held in each calendar year.

The Issuer's independent auditors are KPMG. Their address is 1 Stokes Place, St. Stephen's Green, Dublin 2, D02 DE03, Ireland. KPMG Ireland, an Irish partnership, is a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("**KPMG International**"), a Swiss entity. KPMG Ireland are chartered accountants and are members of the Chartered Accountants in Ireland (CAI) and are qualified to practice as independent auditors in Ireland.

CAPITALIZATION OF THE ISSUER

The following table sets forth, in each case as of April 9, 2020 (the date of incorporation of the Issuer), (i) the actual capitalization of the Issuer and (ii) the capitalization of the Issuer on an as adjusted basis after giving effect to the completion of the Transactions.

	April 9, 2020	
CASH AND CASH EQUIVALENTS AND CAPITALIZATION OF THE ISSUER	**Actual**	**As Adjusted**
	in millions	
Total cash and cash equivalents	£—	£—
Third-party debt:		
Total third-party debt before deferred financing costs—Notes offered hereby	—	500.0
Deferred financing costs (1)	—	(14.0)
Total carrying amount of third-party debt	—	486.0
Total equity (2)	—	1.7
Total capitalization	£—	£487.7

(1) The "As Adjusted" amount reflects the payment of fees to the Initial Purchasers related to the issuance of the Notes.

(2) The "As Adjusted" amount reflects the payment of the Subscription Proceeds by the New Virgin Media Facilities Borrower to the Share Trustee pursuant to the Issue Date Arrangements Agreement and the subsequent subscription by the Share Trustee for the Issue Date Shares.

DESCRIPTION OF THE RECEIVABLES

The following description includes a summary of certain provisions of the Accounts Payable Management Services Agreement and the Framework Assignment Agreement, which does not purport to be complete and is qualified by reference to the detailed provisions of each such agreement. Virgin Media Ireland Ltd. will not be an eligible Obligor under the Framework Assignment Agreement on and following the Issue Date, and therefore, none of the Assigned Receivables will be owed by it. As used in the sections entitled "—Overview: Creation of the VM Accounts Receivable" and "—Uploading of Receivables onto the SCF Platform and Purchase by the Platform Provider: the Accounts Payable Management Services Agreement", "Obligor" shall include reference to the Obligors' Parent, the eligible Subsidiary Obligors and/or the Excluded Buyer, as the context may require, and "Subsidiary Obligor" shall include reference to the eligible Subsidiary Obligors and/or the Excluded Buyer, as the context may require. As used in the section entitled "—Assignment of the VM Accounts Receivable by the Platform Provider to the Issuer: the Framework Assignment Agreement", neither "Obligor" nor "Subsidiary Obligor" shall include reference to the Excluded Buyer.

Overview: Creation of VM Accounts Receivable

In the course of their business, VMIH and its subsidiaries purchase goods and/or services from suppliers pursuant to the terms of various supply contracts, and those suppliers issue invoices requiring the relevant Obligor to make payment for the purchase of such goods and/or services on the terms specified in the applicable invoice and supply contract. Certain of VMIH's subsidiaries (the "**Subsidiary Obligors**") may accede as buyer entities to the Accounts Payable Management Services Agreement (as defined elsewhere in this Offering Circular and further described in "*Summary of Principal Documents—Accounts Payable Management Services Agreement*"), between, among others, VMIH and the Platform Provider, pursuant to which the invoices owing by VMIH and the Subsidiary Obligors are factored or sold through the SCF Platform (as defined elsewhere in this Offering Circular), a portal established and administered by the Platform Provider. Each invoice evidences an amount payable by an Obligor to a Supplier as a result of an existing business relationship, and includes all rights attaching thereto under the relevant contract to which such invoice relates (each a "**Receivable**" and collectively, the "**Receivables**").

From time to time, an Obligor, or Liberty Global Capital Limited ("**LGC**") on its behalf or VMIH may upload an Electronic Data File containing details of Receivables (including, among other things, the amount, the invoice date and the currency) payable to a Supplier onto the SCF Platform. The designation of such uploaded Receivables as "approved" by an Obligor will give rise to such Receivable being an "**Approved Platform Receivable**". As further described below, immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will immediately give rise to new independent and primary obligations of each Obligor, jointly and severally, to make or cause payment to be made to the Relevant Recipient on the Confirmed Payment Date (as defined below) in respect of such Approved Platform Receivable (a "**Payment Obligation**"). Each Electronic Data File will, among other things, specify the Net Amount payable to the relevant Supplier in respect of Approved Platform Receivables, the date such Net Amount should be paid (the "**Net Amount Payment Date**") and the date on which such Payment Obligation (which arises following an SCF Transfer) and the related Approved Platform Receivable will be paid (which date will be a date up to 360 days from the original invoice date, a "**Confirmed Payment Date**").

Pursuant to the Framework Assignment Agreement (as defined below), the Platform Provider may subsequently offer to sell and assign (including, pursuant to the Block Transfer) to the Issuer, on a non-recourse basis, eligible Payment Obligations and the related Receivables (solely to the extent that such Receivables have been acquired by the Platform Provider) (collectively and as further described and defined below, the "**VM Accounts Receivable**").

Uploading of Receivables onto the SCF Platform and Purchase by the Platform Provider: the Accounts Payable Management Services Agreement

The Platform Provider, the Obligors and LGC have entered into the Accounts Payable Management Services Agreement, or the APMSA. Under the terms of the APMSA, the Obligors are "Buyer Entities" who may upload Electronic Data Files containing details of Receivables payable to a Supplier on to the SCF Platform to enable the purchase (or deemed purchase) by or transfer (or deemed transfer) to the Platform Provider of such Receivables from the relevant Supplier.

Additional Subsidiary Obligors may accede to the APMSA by entering into an accession letter (substantially in form set out in the APMSA) with the Platform Provider and the Obligors' Parent, and an existing Subsidiary Obligor may cease to be a "Buyer Entity" for the purposes of the APMSA if the Platform Provider or Obligors' Parent provides written notice to such effect. Pursuant to the Agency and Account Bank Agreement, the Obligors' Parent will undertake to the Issuer that the Obligors' Parent may notify the Platform Provider of a resignation of a Subsidiary Obligor only if all Outstanding Amounts owed by such Subsidiary Obligor (as principal obligor) in respect of its Assigned Receivables have been settled in accordance with the APMSA on or prior to the date of its resignation, and the Obligors' Parent will agree to promptly provide written notification of the same to the Issuer (or the Administrator on its behalf).

From time to time, an Obligor (or by LGC on its behalf) or VMIH may execute an Upload and designate such uploaded Receivables as "approved". Immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivable and (ii) such payment will immediately give rise to new Payment Obligation, being new, independent and primary, irrevocable, legal, valid and binding obligations of each Obligor, jointly and severally, to make or cause payment to be made of the Certified Amount to the Relevant Recipient on the Confirmed Payment Date in respect of such Approved Platform Receivable. Each Obligor acknowledges that, upon such SCF Transfer, it and each other Obligor shall be liable by itself and for each other Obligor to pay the Certified Amount in full (without any deduction or withholding) and no Obligor shall be entitled to claim set-off or counterclaim against any party in relation to the payment of the whole or part of such Certified Amount.

The obligations of the Obligors described above will not be affected by an act, omission, matter or thing which, but for the relevant provisions of the Framework Assignment Agreement, would reduce, release or prejudice any of such obligations, including: (a) any time, waiver or consent granted to, or composition with, any Obligor or other person; (b) the release of any Obligor or other person under the terms of any composition or arrangement with any creditor of any person (other than the Relevant Recipient); (c) any failure to realize the full value of any security; (d) any incapacity or lack of power, authority or legal personality of an Obligor or any other person; (e) any amendment, novation, supplement or restatement (however fundamental) or replacement of the APMSA or any other documents; (f) any unenforceability, illegality or invalidity or any obligation of any person under the APMSA; or (g) any insolvency or similar proceedings. Each Obligor also waives any right it may have of first requiring the Platform Provider to proceed against or enforce any other rights or security or claim from any person before claiming from them pursuant to the APMSA, regardless of any applicable law or provision to the contrary. The Obligors further agree to refrain from exercising any of the following rights which they may have under the APMSA until all amounts which may be or become payable by an Obligor in connection with the APMSA have been irrevocably paid in full: (a) to be indemnified by any other Obligor; (b) to claim contribution from any other guarantor of any Obligor's obligations under the APMSA; (c) to take the benefit of any rights of the Platform Provider under the APMSA in respect of the Obligors; (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment or perform any other obligation in respect of which any Obligor has given an undertaking or indemnity under the provisions of the APMSA; (e) to exercise any right of set-off against any Obligor; and/or (f) to claim or prove as a creditor of any Obligor in competition with the Platform Provider.

Eligible Platform Receivables (as defined and further described under "*Summary of Principal Documents—Accounts Payable Management Services Agreement*" elsewhere in this Offering Circular) may include those with a Confirmed Payment Date of up to 360 days from the issuance date of the relevant invoice. In respect of SCF Transfers of Receivables a margin of 2.70% per annum (the "**Initial Margin**"), as may be amended from time to time by an applicable Margin Amendment (the "**Margin**") calculated on the basis of the relevant Outstanding Amounts (which includes the Platform Provider Processing Fee) over the Reference Rate that applies to such Receivables.:

The Margin applies from the date of the relevant SCF Transfer until the Confirmed Payment Date in respect of such Payment Obligation (and the Receivable related thereto, solely to the extent that such Receivable has been acquired by the Platform Provider). The Reference Rate (being, in this case, GBP LIBOR with a floor of zero) is determined by the remaining tenor between the date of an SCF Transfer and the Confirmed Payment Date (i.e. between 1 and 30 days, 1 month base rate will apply; between 31 and 60 days, 2 months base rate will apply). The Reference Rate plus the Margin are used to calculate the Applied Discount that the Platform Provider will deduct from the Certified Amount in the case of transfer by the Platform Provider of the VM Account Receivable prior to the Confirmed Payment Date, and accordingly is used in the calculation of the Purchase Price Amount for each VM Account Receivable. The Margin under the APMSA may not be amended without the written

consent of the Issuer, and pursuant to the terms of the other Transaction Documents, the Issuer will agree to provide its written consent to any amendment of the Margin (without being required to seek the consent of the Noteholders) so long as the obligations of the New VM Financing Facility Borrower in favour of the Issuer under Clause 11.2 ("*Facility Fees*") of the New VM Financing Facility Agreement remain in full force and effect.

Prior to an SCF Transfer in respect of an Approved Platform Receivable, if an Obligor wishes to reduce the amount of any Approved Platform Receivable for any reason (including as a result of any lien, right of set-off, defence, claim, counterclaim, or other certain adverse claim), it may post the amount to be deducted from such Approved Platform Receivable (each, a "**Credit Note**") as an entry in an Electronic Data File and such Credit Note will be allocated to such Approved Platform Receivable (and shall reduce the corresponding Payment Obligation that will arise following an SCF Transfer). No Credit Notes may be allocated to an Approved Platform Receivable (and the corresponding Payment Obligation) following an SCF Transfer in respect of such Approved Platform Receivable. Additionally, each Obligor agrees to be responsible for the accuracy of all information submitted by them in respect of VM Accounts Receivable and the Obligors' Parent agrees to comply with certain reporting requirements set out in the APMSA.

Under the APMSA, each Obligor represents, warrants and covenants to the Platform Provider at the date of (a) an Upload, (b) any SCF Transfer resulting in any Payment Obligation arising and the transfer or acquisition of the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) and (c) transfer via the SCF Platform and/or as permitted by the APMSA (in each case, including each applicable Assignment Date), as applicable, among other things: (i) that the Approved Platform Receivable meets certain criteria under the APMSA, including (but not limited to) having a Confirmed Payment Date of no more than 360 days, from the issuance date of the relevant invoice and being denominated in an agreed currency; (ii) that the Approved Platform Receivable is not subject to any mortgage, charge, pledge, lien, other encumbrance or (to the best of the relevant Obligor's knowledge) other personal right or right in rem of any third party and has, to the best of the relevant Obligor's knowledge, not been transferred or transferred in advance; (iii) that each Payment Obligation and the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) is free of any adverse claims, including any lien, right of set-off, netting, abatement, reduction, claim, defence or counterclaim; (iv) (with respect to the Payment Obligation component of such VM Account Receivable only) that each Payment Obligation and Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) can be validly transferred in accordance with the terms of the APMSA; and (v) that each Payment Obligation will be settled by an Obligor by the payment of the relevant Certified Amount on the relevant Confirmed Payment Date without withholding, deduction or set-off.

Assignment of the VM Accounts Receivable by the Platform Provider to the Issuer: the Framework Assignment Agreement

On or about the Issue Date, the Issuer, as purchaser, will enter into the Framework Assignment Agreement with, among others, the Platform Provider, the Obligors' Parent, The Bank of New York Mellon, London Branch as administrator and Virgin Media Ireland Ltd. as the "Excluded Buyer" (the "**Excluded Buyer**"). Under the Framework Assignment Agreement, from time to time commencing on the Issue Date, the Issuer may purchase and have assigned to it on a non-recourse basis, up to the total amount of Committed Principal Proceeds, and the Platform Provider may sell and assign (including pursuant to the Block Transfer) on a non-recourse basis, eligible VM Accounts Receivable that have been transferred to or acquired by the Platform Provider following an SCF Transfer.

Each VM Account Receivable to be purchased by the Issuer must meet, and the Obligors' Parent will represent and warrant (on behalf of itself and as agent for the Obligors) on the date of each Assignment (each such date, an "**Assignment Date**") in accordance with the Framework Assignment Agreement, that such VM Account Receivable meets, the following eligibility criteria: that such VM Account Receivable (i) (with respect to the Payment Obligation component of such VM Account Receivable only) is owed by the Obligors on a joint and several basis; (ii) (with respect to the Payment Obligation component of such VM Account Receivable only) is governed by English law; (iii) is denominated in pound sterling; (iv) is the legal, valid and binding obligation of each Obligor; (v) is capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement, so that on purchase the Issuer will receive good title; (vi) is due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors; and (vii) has a maturity date that is no later than two Business Days prior to the Maturity Date of the Notes. Additionally, immediately prior to each Assignment Date, the Platform Provider will represent and warrant that it is entitled to assign the relevant Payment Obligation pursuant to the terms of the Framework Assignment Agreement, and that it has not assigned,

transferred or otherwise disposed of, or created any encumbrance or security interest over, such Payment Obligation. Furthermore, the Platform Provider will undertake that it will not, without the consent of the Issuer, take any action that would adversely affect a Payment Obligation or the Issuer's interest(s) therein (as further described in "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular).

Each Payment Obligation will be the joint and several obligation of VMIH and each of the Subsidiary Obligors. On the Issue Date, the eligible Subsidiary Obligors will be Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited. For the avoidance of doubt, the Excluded Buyer will not be an eligible Subsidiary Obligor under the Framework Assignment Agreement on and following the Issue Date, and therefore, none of the Assigned Receivables will be owed by it. For a further description of the release and discharge of the Excluded Buyer from any and all obligations owed to the Issuer in accordance with the Framework Assignment Agreement, see "*Summary of Principal Documents—Framework Assignment Agreement*" found elsewhere in this Offering Circular.

Purchases of VM Accounts Receivable with Requested Purchase Price Amounts

On or following the Issue Date (as further described in "*Description of Virgin Media—Capitalization of Virgin Media*" included elsewhere in this Offering Circular), the Platform Provider is expected to sell and assign (including pursuant to the Block Transfer) to the Issuer VM Accounts Receivable for a Requested Purchase Price Amount of £500.0 million which the Issuer will fund with all or a portion of the Committed Principal Proceeds. See "*Use of Proceeds*". It is expected that the Issuer will complete the Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. In connection with such sale and assignment, the Platform Provider will deliver to the Issuer:

1. an Assignment Framework (substantially in the form attached to the Framework Assignment Agreement, an "**Assignment Framework Note**") Note to be accepted and agreed to by the Issuer, pursuant to which the Issuer will agree, among other things, to purchase Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider), in whole but not in part, at the relevant Purchase Price Amounts in an aggregate amount equal to a limit (in respect of purchased Payment Obligations which have not been settled) specified therein (the "**Purchase Limit**"); and
2. one or more notices related to such Assignment Framework Note (substantially in the form attached to the Framework Assignment Agreement, each an "**Assignment Notice**") instructing the Issuer to pay to the Platform Provider, as consideration for the sale and assignment of the relevant VM Accounts Receivable, a requested amount (a "**Requested Purchase Price Amount**") on the date falling five Business Days following receipt by the Issuer of such Assignment Notice (or, in respect of the Assignment Notice in relation to the Block Transfer, on the day of receipt of such Assignment Notice) (a "**Value Date**").

As used herein, a "**Purchase Price Amount**" means, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount (as defined below) of such VM Account Receivable *less* the Applied Discount (as defined in the context of the Framework Assignment Agreement) (as defined below) calculated as at the relevant Assignment Date. "**Outstanding Amount**" means, with respect to a Payment Obligation, an amount equal to (i) the gross amount of the Approved Platform Receivable in respect of which the Payment Obligation arose, *less* (ii) the sum of all Credit Notes allocated to the Approved Platform Receivable in respect of which that Payment Obligation arose pursuant to the terms of the APMSA, plus (iii) the Applied Discount (as defined below). "**Applied Discount**" refers (i) in the context of the APMSA, to the discount amount that the Platform Provider will deduct from the Certified Amount in case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA and (ii) in the context of the Framework Assignment Agreement, to the discount amount that the Platform Provider will deduct from the Certified Amount in the case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA, *less* the processing fee due to the Platform Provider and LGC specified in the APMSA (which will initially be 0.20% per annum) (the "**Platform Provider Processing Fee**").

From time to time following the Issue Date, the Platform Provider may, at its discretion (but not more than once per week prior to the service of a notice of termination (as further described below)), serve further Assignment Notices (which may also be Primary Assignment Notices (as defined and further described below under " *—Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts*")) to the Issuer pursuant to the relevant Assignment Framework Note.

Following the receipt of an Assignment Notice, so long as no Non-Compliance Event (as defined below) has occurred and is continuing, the Issuer will pay, on the relevant Value Date, the relevant Requested Purchase Price Amount (which may be adjusted as further described below) to the Platform Provider, which shall have the effect of the Platform Provider immediately (or, in respect of a Block Transfer that will occur on the day immediately following the Issue Date, only on the day immediately following such Value Date) selling and assigning, without further action on the part of any person or entity, all of its rights, title and interest in and to the relevant Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider) at the relevant Purchase Price Amounts to the Issuer pursuant to the relevant Assignment Framework Note. The Platform Provider, the Issuer and the Obligors' Parent shall concurrently release and discharge the Excluded Buyer from any and all obligations owed to the Issuer in accordance with the Framework Assignment Agreement and as further described under "*Summary of Principal Documents—Framework Assignment Agreement*". The assignment of any Payment Obligation (and the Receivable in respect of which such Payment Obligation has arisen, solely to the extent that such Receivable has been acquired by the Platform Provider) from the Platform Provider to the Issuer, (each pursuant to the Framework Assignment Agreement), is referred to herein as an "**Assignment**".

The Requested Purchase Price Amount (and the corresponding VM Accounts Receivable) will be adjusted if the aggregate of all Requested Purchase Price Amounts, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables would be higher than the relevant Purchase Limit specified in that Assignment Framework Note. In such event, the Issuer must notify the Platform Provider within two Business Days of receipt of the relevant Assignment Notice (i) of such circumstance and (ii) that the Requested Purchase Price Amount will (A) be reduced to equal the amount which would cause the aggregate Requested Purchase Price Amount, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables to equal such Purchase Limit and/or (B) cancelled to the extent necessary such that the relevant assignment is for the whole, and not part, of the VM Accounts Receivable.

The Issuer will not be obliged to pay a Requested Purchase Price Amount specified in an Assignment Notice if any of the following events (each, a "**Non-Compliance Event**") have occurred and is continuing (provided that the Issuer notifies the Platform Provider, within two Business Days of the receipt of such Assignment Notice, that one or more Non-Compliance Events have occurred and of the Issuer's intention not to comply with such Assignment Notice): (i) if the Framework Assignment Agreement or relevant Assignment Framework Note has been terminated prior to the date of such Assignment Notice; (ii) if the terms and conditions of such Assignment Notice materially deviate from the terms and conditions of the Framework Assignment Agreement or the relevant Assignment Framework Note; (iii) if a Buyer Event of Default (as defined below) is continuing in respect of any Obligor; and/or (iv) if a specified insolvency event occurs in respect of the Platform Provider which directly results in the Platform Provider not continuing its business as contemplated under the Framework Assignment Agreement. If, following the receipt of a Requested Purchase Price Amount on a Value Date, the Platform Provider has acquired (or determines that it will on such Value Date acquire) insufficient VM Accounts Receivable to apply the whole of the Requested Purchase Price Amount received on such Value Date, the Platform Provider will either (i) serve, on such Value Date, one or more notices (substantially in the form set out in the Framework Assignment Agreement, each a "**Purchase Price Return Notice**") to the Issuer and, on the Business Day following the date of such Purchase Price Return Notice (a "**Settlement Date**"), pay to the Issuer Collection Account, the excess Requested Purchase Price Amount not applied towards the purchase of VM Accounts Receivable (such excess, the "**Excess Requested Purchase Price Amount**"); or (ii) retain such Excess Requested Purchase Price Amount for a period of up to four Business Days following such Value Date (an "**Excess Retention Period**", and the final day thereof (which, at the Platform Provider's discretion, may occur prior to the fourth Business Day following such Value Date), the "**Excess Retention Period End Date**") to be applied towards the purchase of any VM Accounts Receivable arising during such Excess Retention Period. If the Platform Provider chooses to retain such Excess Requested Purchase Price Amount, it further agrees that (i) if the Platform Provider acquires any VM Accounts Receivable during such Excess Retention Period, it will sell and assign such VM Accounts Receivables to the Issuer (and the Platform Provider will be deemed to have served an Assignment Notice in respect of such Assigned Receivables); and (ii) on the Business Day prior to the Excess Retention Period End Date, the Platform Provider will serve a Purchase Price Return Notice in respect of any remaining Excess Requested Purchase Price Amount to the Issuer, and subsequently pay such remaining Excess Requested Purchase Price Amount to the Issuer Collection Account on such Excess Retention Period End Date, together with all Excess Requested Purchase Price Interest (as defined below) due in respect thereof. "**Excess Requested Purchase Price Interest**" shall accrue daily at the Funding Rate, calculated on any Excess Requested Purchase Price Amount retained by the Platform Provider (and not applied towards the purchase of VM Accounts Receivable), from (and including) the first day of the relevant Excess Retention Period to (and

including) the relevant Excess Retention Period End Date, or such later date on which the Issuer receives such Excess Requested Purchase Price Amount together with all interest due in respect thereof. As used herein, "**Funding Rate**" means a rate equal to Margin (less the Platform Provider Processing Fee) over 1-month GBP LIBOR (or any other applicable reference rate selected by the Platform Provider and VMIH) (a "**Reference Rate**"); *provided that* if the relevant Reference Rate is less than zero, the Reference Rate shall be deemed to be zero.

Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts

Prior to the service of an Obligor Enforcement Notification, the Platform Provider will act as collection agent for the Issuer in respect of any Collected Amounts received or recovered relating to Assigned Receivables, in accordance with the APMSA. Except in circumstances where certain Collected Principal Amounts are applied towards the purchase of new VM Accounts Receivable (as further described below), the Platform Provider will apply any Collected Amount, within one Business Day of receipt or recovery thereof (such scheduled date of application, a "**Collected Amount Forwarding Date**"), in or towards the repayment to the Issuer of an amount equal to the Outstanding Amount of the relevant Assigned Receivables (to the extent that such Assigned Receivables remain outstanding and has not been settled or otherwise paid to the Issuer).

From time to time, the Platform Provider may serve an Assignment Notice (a "**Primary Assignment Notice**") which states that any Collected Principal Amounts in respect of Assigned Receivables relating to such Primary Assignment Notice are to be treated as further payments of Requested Purchase Price Amounts. So long as (i) no Non-Compliance Event has occurred and is continuing (and in respect of which the Issuer has notified the Platform Provider that the purchase mechanics described in this paragraph will not apply), or (ii) no notice of termination has been served (as further described below), then (a) the Platform Provider will be deemed to have served an Assignment Notice on exactly the same terms as the Primary Assignment Notice, except for the Requested Purchase Price Amount (which will be equal to the Collected Principal Amount that would otherwise be due and payable to the Issuer) (such notice, the "**New Assignment Notice**"); and (b) the Platform Provider's obligation to pay such Collected Principal Amount to the Issuer will be set off against the Issuer's obligation to pay the Requested Purchase Price Amount under the New Assignment Notice. For the avoidance of doubt, the purchase mechanics described in this paragraph will not affect the Platform Provider's obligation to pay to the Issuer any Premium on the relevant Collected Amount Forwarding Date. If, three Business Days following the service of a New Assignment Notice, the Platform Provider still holds any Collected Amounts which have not been utilised for the purchase of new VM Accounts Receivable (such amounts, "**Unutilised Collected Amounts**"), the Platform Provider will immediately serve a Purchase Price Return Notice to the Issuer in respect of such Unutilised Collected Amounts, and will pay such Unutilised Collected Amounts to the Issuer Collection Account on the relevant Settlement Date. The Platform Provider will pay the Issuer interest on any Retained Collected Amounts (being any Collected Amount which has not been paid to the Issuer towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable as described above). Interest on Retained Collected Amounts shall accrue daily at the Funding Rate, calculated from (and including) the relevant scheduled Collected Amount Forwarding Date to (and including) the relevant Settlement Date or such later date on which the Issuer receives the Retained Collected Amount, together with all interest due in respect thereof, as the case may be (the "**Retained Collected Amount Interest**"), and will be paid to the Issuer Collection Account on the relevant Settlement Date or such later date, as applicable.

Implementation of an Additional System: an SCF Platform Addition

At any time after the Issue Date, VMIH and the Subsidiary Obligors may, at their option, elect to participate in an additional system established and administered by another Platform Provider (an "**SCF Platform Addition**"). In connection with any SCF Platform Addition, VMIH and the Subsidiary Obligors may enter into additional accounts payable management services agreements (or equivalent) and the Issuer may (and upon request by VMIH, shall) enter into one or more additional receivables assignment agreements (or equivalent), pursuant to which the Issuer will purchase eligible VM Accounts Receivable from such additional Platform Provider. The consent of the Noteholders will not be required for VMIH, the Subsidiary Obligors and the Issuer to give effect to any SCF Platform Addition (including the modification of any Transaction Documents to implement such SCF Platform Addition), and the Administrator will enter into any SCF Platform Addition Documentation if the Administrator receives written confirmation from VMIH (with a copy to the Notes Trustee) that, in VMIH's determination, the entry into such SCF Platform Addition Documentation is reasonably required to implement such SCF Platform Addition and does not materially and adversely affect the interests of Noteholders.

DESCRIPTION OF VIRGIN MEDIA

CAPITALIZATION OF VIRGIN MEDIA

The following table sets forth, as of March 31, 2020, (i) the actual consolidated cash and cash equivalents and capitalization of Virgin Media, (ii) the consolidated cash and cash equivalents and capitalization of Virgin Media on an as adjusted basis after giving effect to the 2020 Offering and (iii) the consolidated cash and cash equivalents and capitalization of Virgin Media on an as adjusted basis after giving effect to the 2020 Offering and the Transactions.

This table should be read in conjunction with "*General Description of Virgin Media's Business, the Issuer and the Offering*", "*Summary Financial and Operating Data of Virgin Media*", "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media*", "*Description of the Notes*", "*Terms and Conditions of the Notes*" and the Interim Condensed Consolidated Financial Statements incorporated by reference herein.

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 third-party capitalization since March 31, 2020.

	March 31, 2020		
		As Adjusted	
CASH AND CASH EQUIVALENTS AND CAPITALIZATION OF VIRGIN MEDIA [1]	Actual	2020 Offering	2020 Offering and the Transactions
		in millions	
Total cash and cash equivalents [2] [3]	£21.2	£28.8	£14.0
Third-party debt:			
Subsidiaries:			
Existing Senior Secured Notes	£4,575.7	£4,575.7	£4,575.7
Senior Notes:			
2025 VM Senior Notes [4]	720.6	—	—
2020 Notes [5]	—	544.4	544.4
Other Existing Senior Notes	544.4	544.4	544.4
Senior and Senior Secured Credit Facilities:			
VM Credit Facility	4,225.5	4,225.5	4,225.5
2016 VM Financing Facilities	65.8	65.8	65.8
2018 VM Financing Facilities [6]	2.1	2.1	—
New VM Financing Facility [7]	—	—	1.7
Vendor financing [8]	1,886.8	1,886.8	1,886.8
Other [9]	338.4	552.8	552.8
Total third-party debt before deferred financing costs, discounts and premiums	12,359.3	12,397.5	12,397.1
Deferred financing costs, discounts and premiums, net [10]	(15.4)	(14.7)	(14.7)
Total carrying amount of third-party debt	12,343.9	12,382.8	12,382.4
Finance lease obligations	51.4	51.4	51.4
Total third-party debt and finance lease obligations	12,395.3	12,434.2	12,433.8
Related-party debt	57.6	57.6	57.6
Total debt and finance lease obligations	12,452.9	12,491.8	12,491.4
Total owners' equity [11]	6,286.2	6,260.8	6,260.8
Total capitalization	£18,739.1	£18,752.6	£18,752.2

(1) After giving effect to any incurrence of indebtedness in connection with a Potential Financing Transaction in compliance with the applicable covenants, including in connection with permitted refinancing debt, permitted acquisition debt or other exceptions to the restriction on our ability to incur indebtedness, the total cash and cash equivalents, the total debt and finance lease obligations and total capitalization presented above could increase or decrease, as applicable, and such increase or decrease could be material. See "*Risk Factors—Risks Relating to the Notes—Virgn Media or its subsidiaries may incur additional indebtedness prior to, or within a short time period following, the Issue Date of the Notes, which indebtedness could increase Virgin Media's leverage and may have terms that are more or less favorable than the terms of the Notes and Virgin Media's other existing indebtedness.*

(2) The "As Adjusted-2020 Offering" amount reflects the net impact of (i) an increase in cash related to the proceeds received from the issuance of the 2020 Notes, (ii) a decrease in cash related to the Notes Redemption, including the estimated aggregate redemption premium of £27.2 million, (iii) an increase in cash related to the proceeds received in connection with the Receivables Securitization, (iv) a decrease in cash of £3.2 million associated with the upfront payment of estimated aggregate fees and expenses in connection with the issuance of the 2020 Notes and (v) a decrease in cash of £0.2 million associated with the upfront payment of estimated aggregate fees and expenses in connection with the Receivables Securitization.

(3) The "As Adjusted-2020 Offering and the Transactions" amount reflects the 2020 Offering and is further adjusted to reflect (i) a decrease in cash £14.0 million associated with the upfront payment of fees and expenses in connection with the issuance of the Notes pursuant to the New VM Facilities Agreement and (ii) a net decrease in cash of £0.8 million associated with the repayment of the 2018 VM Financing Excess Cash Facility.

The "As Adjusted-2020 Offering and the Transactions" amount also assumes the expected purchase of available VM Accounts Receivable by the Issuer for an aggregate Purchase Price Amount of £500.0 million ("**Initial Purchase**"), comprising new and existing VM Accounts Receivable purchased directly from the Platform Provider, between the issue date and December 31, 2020. Prior to the utilization of the Committed Principal Proceeds to fund the Initial Purchase, the Issuer will advance any unutilized Committed Principal Proceeds to the New VM Facilities Borrower, as the borrower under the New VM Facilities Agreement, as Excess Cash Loans under the Excess Cash Facility pursuant to the New VM Facilities Agreement. In that event, there would be an impact on total cash and cash equivalents, amounts utilized under the New VM Facilities Loans, total third-party debt and total capitalization presented above. Any actual impact would depend on the amount of VM Accounts Receivable made available to the Issuer for purchase, and could be material.

(4) The "As Adjusted" amounts reflect the impact of the Notes Redemption.

(5) The "As Adjusted" amounts reflect the impact of the issuance of the 2020 Notes.

(6) The "As Adjusted-2020 Offering and the Transactions" reflects the refinancing of the 2018 VM Financing Facilities in connection with the completion of the Transactions.

(7) The "As Adjusted-2020 Offering and the Transactions" amount reflects the funding of an Issue Date Facility Loan equal to the Subscription Proceeds under the Issue Date Facility.

(8) These obligations are due within one year and accordingly are excluded from our indebtedness included in our covenant calculations.

(9) The "As Adjusted" amounts reflect the impact of the Receivables Securitization, which resulted in net proceeds of £214.4 million. As of the date hereof, the aggregate principal amount outstanding on the senior secured variable funding notes issued by Virgin Media Trade Receivables Financing Plc is £208.8 million.

(10) The "As Adjusted" amounts reflect the net impact of (i) £3.2 million of aggregate estimated deferred financing costs associated with the issuance of the 2020 Notes, (ii) the write-off of £4.1 million of aggregate deferred financing costs associated with the Notes Redemption and (iii) £0.2 million of aggregate estimated deferred financing costs associated with the Receivables Securitization.

(11) The "As Adjusted" amounts reflect the net impact of (i) a £27.2 million loss on extinguishment of debt related to the estimated aggregate redemption premium associated with the Notes Redemption, (ii) a £4.1 million loss on extinguishment of debt related to the write-off of aggregate deferred financing costs associated with the 2025 VM Senior Notes and (iii) an assumed related income tax benefit of £5.9 million.

DESCRIPTION OF OTHER INDEBTEDNESS OF VIRGIN MEDIA

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.

The VM Credit Facility

On June 7, 2013, the Issuer, as parent, together with certain other subsidiaries of Virgin Media, as borrowers and guarantors, entered into a new senior secured credit facility agreement, as amended on June 14, 2013, as amended and restated on July 17, 2015 and July 30, 2015, as further amended on December 16, 2016 and as further amended and restated on April 19, 2017 and February 22, 2018, and as amended and restated on December 9, 2019 (the "**VM Credit Facility**").

The VM Credit Facility allows any borrower to enter into additional term loan facilities (which may include any ancillary facility and/or documentary credit facility) or revolving credit facilities (each, an "**Additional Facility**"), subject to compliance with the financial covenants described below. The terms of any Additional Facility, including principal amount, interest rate and maturity, will be as agreed among the relevant borrower and the lenders under the Additional Facility. The lenders under any Additional Facility are required to become a party to the VM Credit Facility and are entitled to share in the collateral securing the other loans under the VM Credit Facility on a *pari passu* or junior basis (as may be agreed by such lenders).

Accession Agreements to the VM Credit Facility

There have been numerous accessions of Additional Facilities under the VM Credit Facility. As of March 31, 2020, the following accession agreements have been entered into:

- an accession agreement relating to the £100.0 million term loan ("**VM Facility D**") dated April 17, 2014;
- an accession agreement relating to the £849.4 million term loan ("**VM Facility E**"), dated April 17, 2014;
- an accession agreement relating to the $1,855.0 million term loan ("**VM Facility F**"), dated May 29, 2015;
- an accession agreement relating to the €75.0 million term loan ("**VM Facility G**"), dated March 31, 2016;
- an accession agreement relating to the €25.0 million term loan ("**VM Facility H**"), dated March 31, 2016;
- an accession agreement relating to the $3,400.0 million term loan ("**VM Facility I**"), dated December 16, 2016;
- an accession agreement relating to the £865.0 million term loan ("**VM Facility J**"), dated February 2, 2017;
- an accession agreement relating to the $3,400.0 million term loan ("**VM Facility K**"), dated November 10, 2017;
- an accession agreement relating to the £400.0 million term loan ("**VM Facility L**"), dated November 10, 2017;
- an accession agreement relating to the £500.0 million term loan ("**VM Facility M**"), dated November 10, 2017;
- an accession agreement relating to the $3,300.0 million term loan ("**VM Facility N**"), dated October 4, 2019; and
- an accession agreement relating to the €750.0 million term loan ("**VM Facility O**"), dated October 4, 2019.

The net proceeds of borrowings under VM Facility I were used in part to repay in full all outstanding amounts under VM Facility D and VM Facility F, each of which was cancelled on December 29, 2016.

On December 16, 2016, all outstanding amounts under VM Facility G and VM Facility H were repaid in full, and VM Facility G and VM Facility H were each cancelled.

On February 10, 2017, all outstanding amounts under VM Facility E were repaid in full, using the proceeds of borrowings under VM Facility J, and VM Facility E was cancelled.

On November 15, 2017, (i) all outstanding amounts under VM Facility I were repaid in full, using the net proceeds of borrowings under VM Facility K, and VM Facility I was cancelled, and (ii) all outstanding amounts under VM Facility J were repaid in full, using the net proceeds of borrowings under VM Facility L and VM Facility M, and VM Facility J was cancelled.

On October 15, 2019, all outstanding amounts under VM Facility K were repaid in full, using the net proceeds of borrowings under VM Facility N and cash on balance sheet, and VM Facility K was cancelled.

On December 9, 2019, revolving credit facilities A and B under the VM Credit Facility were cancelled.

Structure

The details of the borrowings under the VM Credit Facility, as of March 31, 2020, are summarized in the following table.

VM Credit Facilities	Maturity	Interest rate	Facility amount (in borrowing currency)	Outstanding principal amount	Unused borrowing capacity	Carrying value (a)
			in millions			
Senior Secured Facilities:						
L(b)	January 15, 2027	LIBOR +3.25%	£ 400.0	£ 400.0	£ —	£ 397.1
M(b)	November 15, 2027	LIBOR +3.25%	£ 500.0	£ 500.0	—	494.9
N(b)	January 31, 2028	LIBOR +2.50%	$ 3,300.0	$ 3,300.0	—	2,648.3
O(b)	January 31, 2029	EURIBOR +2.50%	€ 750.0	€ 750.0	—	660.3
Revolving Credit Facility(c)	January 31, 2026	LIBOR + 2.75%	£ 1,000.0	£ —	1,000.0	—
Total					£ 1,000.0	£4,200.6

(a) Amounts are net of deferred financing costs and discounts, where applicable.

(b) VM Facility L, VM Facility M, VM Facility N and VM Facility O are each subject to a LIBOR floor of 0.00%.

(c) Unused borrowing capacity under the VM Credit Facilities relates to multi-currency revolving facilities with an aggregate maximum borrowing capacity equivalent to £1,000.0 million and has a fee on unused commitments equal to 40% of the Revolving Facility Margin which, in relation to any revolving facility advance is 2.75% per annum.

Interest Rates

Under the VM Credit Facility, the rate of interest for each interest period in respect of each facility under the VM Credit Facility is the percentage rate per annum equal to the aggregate of an applicable margin and LIBOR (or if loans are denominated in euro, EURIBOR). Interest on each of the facilities 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).

Guarantees and Security

The VM Credit Facility requires that members of the Bank Group (as defined therein) which generate not less than 80% of the EBITDA of the Bank Group (excluding the consolidated net income attributable to any joint venture) in any financial year guarantee the payment of all sums payable under the VM 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 VM Credit Facility and

related finance documentation; *provided*, that the EBITDA of any member of the Bank Group that is not required to (or cannot) become a guarantor and grant security due to the agreed security principles shall be disregarded for this calculation and that on and after the Asset Security Release Date (as defined therein), the security shall be limited to (i) share pledges of all of the capital stock of the borrowers and the obligors thereunder and (ii) a pledge of rights of the relevant creditors in relation to certain intercompany loans.

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 (as defined therein) so requires, the facility agent may cancel the lenders' commitments and declare the lenders' outstanding loans immediately due and payable.

Automatic Cancellation

On the relevant termination date of a facility under the VM 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. No available commitments which have been cancelled under the VM Credit Facility may thereafter be reinstated.

Financial Covenant

In the event that on the last day of a ratio period the aggregate of the outstanding revolving credit facilities and any outstanding additional facility that is a revolving facility (in each case, other than documentary credits that are cash collateralized or undrawn) and the net indebtedness outstanding under each ancillary facility less cash of the Bank Group exceeds an amount equal to 40% of the aggregate of the revolving facility commitments and any commitments under any additional facility that is a revolving facility and each ancillary facility commitment, the ratio of Total Net Debt to Annualized EBITDA on that day shall not exceed 5.50:1 unless otherwise agreed in writing by the Composite Revolving Facility Instructing Group and VMIH. The above financial ratio will be tested only in relation to the VM Revolving Facility and facilities that have been designated by VMIH to have the benefit of the financial covenants set out in the VM Credit Facility.

Events of Default

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

Undertakings

The VM Credit Facility includes negative undertakings that, subject to significant exceptions, restrict the ability of the members of the Bank Group to, among other things: (i) incur or guarantee additional indebtedness; (ii) make certain disposals and acquisitions; (iii) create certain security interests; (iv) make certain restricted payments; (v) make loans and other investments; (vi) merge or consolidate with other entities; and (vii) change the nature of our business.

The VM Credit Facility also requires us to observe certain affirmative undertakings, which are subject to materiality and other exceptions. These affirmative undertakings, include, but are not limited to, undertakings related to: (i) obtaining, maintaining and complying with all necessary consents, authorizations and licenses; (ii) complying with applicable laws; (iii) maintaining the *pari passu* ranking of all payment obligations under the VM Credit Facility with present and future unsecured and unsubordinated payment obligations; (iv) maintaining insurance; and (v) maintaining and protecting intellectual property rights.

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; and (b) notwithstanding the foregoing, for the purposes of the definition of Instructing Group in the Group Intercreditor Agreement, 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.

"**Composite Revolving Facility Instructing Group**" means a Lender (as defined therein) or group of Lenders the aggregate of whose Revolving Facility Commitments (as defined therein) and Additional Facility Commitments (as defined therein) in relation to a revolving facility amount in aggregate to more than 50% of the Revolving Facility Commitments and Additional Facility Commitments in relation to a revolving facility. The above lender group will be determined only in relation to the VM Revolving Facility and facilities that have been designated by VMIH to have the benefit of the maintenance covenant set out in the VM Credit Facility.

Existing Senior Notes

In March 2012, Virgin Media finance issued U.S. dollar denominated 5.25% senior notes due 2022 with an original aggregate principal amount of $500.0 million (£403.3 million equivalent) (the "**2022 VM 5.25% Dollar Senior Notes**"). Interest on the 2022 VM 5.25% Dollar Senior Notes is payable on February 15 and August 15 of each year. The 2022 VM 5.25% Dollar Senior Notes mature on February 15, 2022. As of March 31, 2020, there was an aggregate principal amount of $51.5 million (£41.6 million equivalent) of the 2022 VM 5.25% Dollar Senior Notes outstanding.

In October 2012, Virgin Media Finance issued U.S. dollar denominated 4.875% senior notes due 2022 with an original aggregate principal amount of $900.0 million (£725.9 million equivalent) (the "**2022 VM 4.875% Dollar Senior Notes**") and sterling denominated 5.125% senior notes due 2022 with an original aggregate principal amount of £400.0 million (the "**2022 VM Sterling Senior Notes**" and together with the 2022 VM 5.25% Dollar Senior Notes, and the 2022 VM 4.875% Dollar Senior Notes, the "**2022 VM Senior Notes**"). Interest on the 2022 VM Senior Notes is payable on February 15 and August 15 of each year. The 2022 VM Senior Notes mature on February 15, 2022. As of March 31, 2020, there was an aggregate principal amount of $71.6 million (£57.8 million equivalent) of the 2022 VM 4.875% Dollar Senior Notes and an aggregate principal amount of £44.1 million of the 2022 VM Sterling Senior Notes outstanding.

In October 2014, Virgin Media Finance issued U.S. dollar denominated 6.00% senior notes due 2024 with an original aggregate principal amount of $500.0 million (£403.3 million equivalent) (the "**2024 VM Dollar Senior Notes**"). Interest on the 2024 VM Senior Notes is payable on April 15 and October 15 of each year. The 2024 VM Senior Notes mature on April 15, 2024. As of March 31, 2020, there was an aggregate principal amount of $497.0 million (£400.9 million equivalent) of the 2024 VM Senior Notes outstanding.

On January 28, 2015, Virgin Media Finance issued U.S. dollar denominated 5.75% senior notes due 2025 with an original aggregate principal amount of $400.0 million (£322.6 million equivalent) (the "**2025 VM Dollar Senior Notes**") and euro denominated 4.50% senior notes due 2025 with an original aggregate principal amount outstanding of €460.0 million (£407.1 million equivalent) (the "**2025 VM Euro Senior Notes**" and together with the 2025 VM Dollar Senior Notes, the "**2025 VM Senior Notes**"). Interest is payable on the 2025 VM Senior Notes on January 15 and July 15 of each year. The 2025 VM Senior Notes mature on January 15, 2025. As of March 31, 2020, there was an aggregate principal amount of $388.7 million (£313.5 million equivalent) of the 2025 VM Dollar Senior Notes and €460.0 million (£407.1 million equivalent) of the 2025 VM Euro Senior Notes outstanding.

The Existing Senior Notes are unsecured senior obligations of Virgin Media Finance. The Existing Senior Notes are guaranteed on a senior basis by Virgin Media, Virgin Media Group LLC and Virgin Media Communications and on a senior subordinated basis by VMIH and VMIL.

Existing Senior Secured Notes

On March 28, 2014, Virgin Media Secured Finance issued sterling denominated 6.25% senior secured notes due 2029 with an original aggregate principal amount of £225.0 million (the "**Original 2029 VM 6.25% Senior Secured Notes**"). On April 1, 2014, Virgin Media Secured Finance issued sterling denominated 6.25% senior secured notes due 2029 with an original aggregate principal amount of £175.0 million (the "**Additional 2029 VM 6.25% Senior Secured Notes**" and, together with the Original 2029 VM 6.25% Sterling Senior Secured Notes, the "**2029 VM 6.25% Senior Secured Notes**"). Interest is payable on the 2029 VM 6.25% Sterling Senior

Secured Notes on January 15 and July 15 of each year. The 2029 VM 6.25% Sterling Senior Secured Notes mature on March 28, 2029. As of March 31, 2020, there was an aggregate principal amount of £360.0 million of the 2029 VM 6.25% Sterling Senior Secured Notes outstanding.

On March 30, 2015, Virgin Media Secured Finance issued sterling denominated 4.875% senior secured notes due 2027 with an original aggregate principal amount of £525.0 million (the "**2027 VM 4.875% Senior Secured Notes**"). Interest is payable on the 2027 VM 4.875% Senior Secured Notes on January 15 and July 15 each year. The 2027 VM 4.875% Senior Secured Notes mature on January 15, 2027. As of March 31, 2020, there was an aggregate principal amount of £525.0 million of the 2027 VM 4.875% Senior Secured Notes outstanding.

On April 26, 2016, Virgin Media Secured Finance issued U.S. dollar denominated 5.50% senior secured notes due 2026 with an aggregate principal amount of $750.0 million (£605.0 million equivalent) (the "**2026 VM Senior Secured Notes**"). Interest is payable on the 2026 VM Senior Secured Notes on February 15 and August 15 each year. The 2026 VM Senior Secured Notes mature on August 15, 2026. As of March 31, 2020, there was an aggregate principal amount of $750.0 million (£605.0 million equivalent) of the 2026 VM Senior Secured Notes outstanding.

On February 1, 2017, Virgin Media Secured Finance issued sterling denominated 5.00% senior secured notes due 2027 with an aggregate principal amount of £675.0 million (the "**2027 VM 5.00% Senior Secured Notes**" and, together with the 2027 VM 4.875% Senior Secured Notes, the "**2027 VM Senior Secured Notes**"). Interest is payable on the 2027 VM 5.00% Senior Secured Notes on April 15 and October 15 each year. The 2027 VM 5.00% Senior Secured Notes mature on April 15, 2027. As of March 31, 2020, there was an aggregate principal amount of £675.0 million of the 2027 VM 5.00% Senior Secured Notes outstanding.

On February 8, 2017 Virgin Media Secured Finance announced the commencement of (i) an offer to exchange, any and all of its outstanding sterling denominated senior secured notes due 2021 for sterling denominated fixed-rate senior secured notes due 2025 (the "**2025 VM Senior Secured Notes**") and (ii) a solicitation of consents (the "**Consent Solicitation**") from eligible holders to make certain proposed amendments to the indenture governing the 2021 VM Senior Secured Notes, pursuant to which substantially all of the restrictive covenants, certain events of default and certain additional covenants, rights and obligations contained in the original indenture governing the 2021 VM Senior Secured Notes will be aligned with those for the 2025 VM Senior Secured Notes (the "**Proposed Amendments**"). As a result of obtaining the requisite consents in the Consent Solicitation on February 23, 2017, Virgin Media Secured Finance, the guarantors, and the trustee for the 2021 VM Senior Secured Notes entered into a supplemental indenture to the indenture governing the 2021 VM Senior Secured Notes (the "**Supplemental Indenture**") dated as of February 24, 2017, providing for the Proposed Amendments. On March 17, 2017, a principal amount of £521.3 million of Virgin Media Secured Finance's outstanding sterling denominated senior secured notes due 2021 were validly tendered for exchange. On March 21, 2017, Virgin Media Secured Finance issued an aggregate principal amount of £521.3 million of the 2025 VM Senior Secured Notes and the Proposed Amendments became operative. From March 21, 2017 to (but excluding) January 15, 2021, the 2025 VM Senior Secured Notes will bear interest at a rate of 6.00% per annum, and from (and including) January 15, 2021, the 2025 VM Senior Secured Notes will bear an interest rate of 11.00% per annum. Interest is payable on the 2025 VM Senior Secured Notes semi-annually on January 15 and July 15 each year. The 2025 VM Senior Secured Notes mature on January 15, 2025. As of March 31, 2020, there was an aggregate principal amount of £521.3 million of the 2025 VM Senior Secured Notes outstanding.

On May 16, 2019, Virgin Media Secured Finance issued U.S. dollar denominated 5.50% senior secured notes due 2029 with an aggregate principal amount outstanding of $825.0 million (£665.4 million equivalent) (the "**Original 2029 VM Dollar Senior Secured Notes**") and sterling denominated 5.25% senior secured notes due 2029 with an aggregate principal amount outstanding of £300.0 million (the "**Original 2029 VM 5.25% Senior Secured Notes**"). On July 5, 2019, Virgin Media Secured Finance issued an additional $600.0 million (£484.0 million equivalent) aggregate principal amount of its 5.50% senior secured notes due 2029 (the "**Additional 2029 VM Dollar Senior Secured Notes**", and together with the Original 2029 VM Dollar Senior Secured Notes, the "**2029 VM Dollar Senior Secured Notes**"). On August 1, 2019, Virgin Media Secured Finance issued an additional £40.0 million aggregate principal amount of its 5.25% senior secured notes due 2029 (the "**Additional 2029 VM 5.25% Senior Secured Notes**", and together with the Original 2029 VM 5.25% Sterling Senior Secured Notes, the "**2029 VM 5.25% Senior Secured Notes**"). Interest is payable on the 2029 VM Dollar Senior Secured Notes and the 2029 VM 5.25% Sterling Senior Secured Notes semi-annually on May 15 and November 15 of each year. The 2029 VM Dollar Senior Secured Notes and the 2029 VM 5.25% Sterling Senior Secured Notes mature on May 15, 2029. As of March 31, 2020, there was an aggregate principal amount of $1,425.0 million (£1,149.4 million equivalent) of the 2029 VM Dollar Senior Secured Notes

outstanding and an aggregate principal amount of £340.0 million of the 2029 VM 5.25% Sterling Senior Secured Notes outstanding.

On October 15, 2019, Virgin Media Secured Finance issued sterling denominated 4.25% senior secured notes due 2030 with an aggregate principal amount outstanding of £400.0 million (the "**2030 VM 4.25% Senior Secured Notes**"). Interest is payable on the 2030 VM Senior Secured Notes semi-annually on April 15 and October 15 of each year. The 2030 VM Senior Secured Notes mature on January 15, 2030. As of March 31, 2020, there was an aggregate principal amount of £400.0 million of the 2030 VM Senior Secured Notes outstanding.

The Existing Senior Secured Notes are senior secured obligations of Virgin Media Secured Finance and are guaranteed by the Senior Secured Notes Guarantors. The Existing Senior Secured Notes rank *pari passu* with the VM Credit Facility, the Existing VM Financing Facilities (with respect to the guarantees of VMIH, Virgin Media Senior Investments Limited, Virgin Media Limited and Virgin Mobile Telecoms Limited) and, subject to certain exceptions, have protection of the same security as the VM Credit Facility.

Existing VM Financing Facilities

2016 VM Financing Facilities

On October 6, 2016, VMIH, as borrower, together with, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited, as guarantors, entered into a new senior unsecured credit facility agreement (as amended, supplemented, waived or otherwise modified from time to time, including as amended and restated by an amendment and restatement agreement dated May 1, 2020, the "**2016 VM Financing Facility Agreement**").

The 2016 VM Financing Facility Agreement provides for: (i) a revolving credit facility (the "**2016 VM Financing Excess Cash Facility**") in an aggregate principal amount up to the 2016 VM Financing Excess Cash Facility Commitment under which Virgin Media Receivables Financing Notes I Designated Activity Company (the "**2016 RFN Issuer**"), from time to time, funds loans to VMIH (the "**2016 VM Financing Excess Cash Loans**") which bear interest at a rate of 5.50% per annum; (ii) a revolving credit facility (the "**2016 VM Financing Interest Facility**") under which the 2016 RFN Issuer will, from time to time, fund non-interest bearing loans to VMIH (the "**2016 VM Financing Interest Facility Loans**"); and (iii) a term loan facility (the "**2016 VM Financing Issue Date Facility**", collectively with the 2016 VM Financing Excess Cash Facility and the 2016 VM Financing Interest Facility, the "**2016 VM Financing Facilities**") under which the 2016 RFN Issuer, from time to time, funds loans to VMIH (the "**2016 VM Financing Issue Date Facility Loan**") which bear interest at a rate of 5.50% per annum. The 2016 VM Financing Facilities will mature on September 15, 2024, and are subject to compliance with the financial covenants and undertakings described below.

As of March 31, 2020, there was an aggregate principal amount of £65.8 million of borrowings outstanding under the 2016 VM Financing Facilities.

Interest Rates

Interest will accrue on each Interest Bearing Loan daily from and including the first day of an interest period and is payable on the date that is one Business Day before the last day of each interest period and on the date of any repayment or prepayment of an Interest Bearing Loan, and is calculated on the basis of a 360-day year comprised of twelve 30 day months. The interest period for each Interest Bearing Loan will commence on the Utilization Date for that Interest Bearing Loan and end on the next 2016 VM Financing Facility Interest Payment Date, and each successive interest period shall commence on a 2016 VM Financing Facility Interest Payment Date and end on the next 2016 VM Financing Facility Interest Payment Date.

Guarantees and Security

The 2016 VM Financing Facility is guaranteed by, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited (together with VMIH, the "**2016 VM Financing Facility Obligors**"). Any subsidiary of VMIH which accedes to the Accounts Payable Management Services Agreement in accordance with its terms shall also be a guarantor under the 2016 VM Financing Facility Agreement (unless, with respect to a particular subsidiary, the 2016 RFN Transaction Documents stipulate otherwise), and any subsidiary of VMIH which resigns from the Accounts Payable Management Services

Agreement in accordance with its terms (and the applicable terms of the 2016 RFN Transaction Documents) shall cease to be a guarantor under the 2016 VM Financing Facility Agreement. The indebtedness under the 2016 VM Financing Facility Agreement is unsecured.

Repayments and Prepayments

The 2016 VM Financing Excess Cash Loans will be repaid pursuant to prior notice from the Administrator confirming that the 2016 RFN Issuer requires cash (i) for the purchase of receivables in connection with the 2016 RFN Transactions, (ii) for the redemption of all or part of 2016 Receivables Financing Notes, or (iii) for cash in connection with a 2016 Receivables Financing Notes Approved Exchange Offer; *provided* that, VMIH will also repay all outstanding 2016 VM Financing Excess Cash Loans by one Business Day before the earlier of (i) the 2016 VM Financing Facility Agreement Termination Date relating to the 2016 VM Financing Excess Cash Facility and (ii) any date for redemption of all the 2016 Receivables Financing Notes in full.

The 2016 VM Financing Interest Facility Loans will be repaid (or deemed repaid, as the case may be) (i) pursuant to prior notice from the Administrator confirming that the 2016 RFN Issuer requires cash for payment of interest due and payable on the 2016 Receivables Financing Notes (subject to the receipt of certain shortfall payments due from VMIH in accordance with the terms of the 2016 VM Financing Facility Agreement), (ii) in an amount equal to a specified excess payment, if due and payable by the 2016 RFN Issuer under the 2016 VM Financing Facility Agreement, (iii) in an amount equal to the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account (as defined in the 2016 VM Financing Facility Agreement) will be insufficient to pay the interest due and payable by the 2016 RFN Issuer on the 2016 Receivables Financing Notes on any date for redemption of the 2016 Receivables Financing Notes that is not a 2016 VM Financing Facility Interest Payment Date or (iv) pursuant to prior notice from the Administrator confirming that the 2016 RFN Issuer requires cash in connection with a 2016 Receivables Financing Notes Approved Exchange Offer; *provided* that, VMIH will also repay all outstanding 2016 VM Financing Interest Facility Loans by one Business Day before the earlier of (i) the 2016 VM Financing Facility Agreement Termination Date relating to the 2016 VM Financing Interest Facility and (ii) any date for redemption of all the 2016 Receivables Financing Notes in full.

The 2016 VM Financing Issue Date Facility Loan will be repaid on or before the 2016 VM Financing Facility Agreement Termination Date relating to the 2016 VM Financing Issue Date Facility.

In addition to the repayments described above, the 2016 VM Financing Facility Agreement contains provisions in relation to voluntary prepayment. VMIH may prepay all of the 2016 VM Financing Facility Loans and cancel all of the Commitments of the 2016 RFN Issuer on three Business Days' (or shorter period as agreed by the Administrator) prior notice, subject to certain provisions. Following receipt of notice from the 2016 RFN Issuer that a Tax Event has occurred or will occur, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, VMIH is permitted to prepay all of the 2016 VM Financing Facility Loans and cancel all of the Commitments of the 2016 RFN Issuer, subject to certain provisions. Additionally, for so long as a Drawstop Event has occurred and is continuing, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, VMIH is permitted to prepay all or part of the 2016 VM Financing Interest Facility Loans and/or 2016 VM Financing Excess Cash Loans, but such prepayment shall not result in the cancellation of the Commitments of the 2016 RFN Issuer.

The 2016 VM Financing Facility must also be prepaid (including all receivables assigned to the 2016 RFN Issuer pursuant to the platform documentation entered into in connection with the 2016 RFN Transactions) on the occurrence of any illegality (as described in the 2016 VM Financing Facility Agreement) subject to certain conditions.

Automatic Cancellation

Any unutilized amount of a 2016 VM Financing Facility will be automatically cancelled on the earlier of: (i) the end of its Availability Period; and (ii) the redemption of all of the 2016 Receivables Financing Notes in full.

Events of Default

The 2016 VM Financing Facility Agreement contains certain customary events of default (each, an "**2016 VM Financing Facility Event of Default**"), the occurrence of which, subject to certain agreed exceptions, thresholds, materiality and grace periods, would allow the 2016 RFN Issuer (by notice to VMIH) to (i) cancel the

Total Commitments, (ii) accelerate all outstanding 2016 VM Financing Facility Loans, (iii) declare that all or part of the 2016 VM Financing Facility Loans be payable on demand and/or (iv) exercise any or all of its rights, remedies, powers or discretions under the 2016 VM Financing Facility Finance Documents.

Undertakings

The 2016 VM Financing Facility Agreement includes certain negative undertakings that, subject to certain customary and other agreed exceptions, limit the ability of VMIH, any Permitted Affiliate Parent and each Restricted Subsidiary to, among other things: (i) incur or guarantee additional indebtedness and issue certain preferred stock; (ii) pay dividends, redeem capital stock and make certain investments; (iii) make certain other restricted payments; (iv) create or permit to exist certain liens; (v) impose restrictions on the ability of Restricted Subsidiaries to pay dividends or make other payments to VMIH, any Permitted Affiliate Parent or any other Restricted Subsidiary; (vi) transfer, lease or sell certain assets including subsidiary stock; (vii) merge or consolidate with other entities; and (viii) enter into certain transactions with affiliates.

The 2016 VM Financing Facility Agreement also requires VMIH, any Permitted Affiliate Parent and certain Restricted Subsidiaries to observe certain information and reporting undertakings. The information undertakings include: (i) the 2016 VM Financing Facility Obligors promptly supplying the necessary information if a change in law or the status of the 2016 VM Financing Facility Obligors or their shareholders obliges the Administrator or the 2016 RFN Issuer to comply with "know your customer" laws; and (ii) VMIH must notify the Administrator of any 2016 VM Financing Facility Default or 2016 VM Financing Facility Event of Default within 30 days after the occurrence of any 2016 VM Financing Facility Default or 2016 VM Financing Facility Event of Default. As part of their reporting undertakings, VMIH or any Permitted Affiliate Parent must provide annual reports, quarterly reports and certain material acquisitions or disposals of the Virgin Reporting Entity and its Restricted Subsidiaries (taken as a whole), as well as any material developments in the business of the Virgin Reporting Entity and its Restricted Subsidiaries (taken as a whole), in each case in certain specified circumstances and within the time periods stipulated in the 2016 VM Financing Facility Agreement.

Certain Definitions

For purposes of this section "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—Existing VM Financing Facilities—2016 VM Financing Facility Agreement*" only:

"**2016 Receivables Financing Notes**" means the 2016 RFN Issuer's £800 million aggregate principal amount outstanding of 5.5% Receivables Financing Notes due 2024.

"**2016 Receivables Financing Notes Approved Exchange Offer**" means an exchange offer launched in certain specified circumstances by the 2016 RFN Issuer, designed to allow holders of the 2016 Receivables Financing Notes to exchange up to a specified principal amount of 2016 Receivables Financing Notes for a principal amount of new receivables financing notes.

"**2016 RFN Issue Date**" means October 6, 2016.

"**2016 RFN Transaction Documents**" means the transaction documents entered into in connection with, and which govern, the 2016 RFN Transactions.

"**2016 RFN Transactions**" means the issuance by the 2016 RFN Issuer of the 2016 Receivables Financing Notes and the transactions related thereto, including entry into the 2016 VM Financing Facility Agreement.

"**2016 VM Financing Excess Cash Facility Commitment**" means the aggregate of all 2016 VM Financing Excess Cash Facility Commitments assumed by the 2016 RFN Issuer in accordance with the 2016 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2016 VM Financing Facility Agreement.

"**2016 VM Financing Facility Agreement Termination Date**" means:

(a) in relation to the 2016 VM Financing Excess Cash Facility, September 15, 2024 or if earlier, the date of repayment and cancellation in full of the 2016 VM Financing Excess Cash Facility;

(b) in relation to the 2016 VM Financing Interest Facility, September 15, 2024 or if earlier, the date of repayment and cancellation in full of the 2016 VM Financing Interest Facility; and

(c) in relation to the 2016 VM Financing Issue Date Facility, September 15, 2024 or if earlier, the date of repayment and cancellation in full of the 2016 VM Financing Issue Date Facility.

"**2016 VM Financing Facility Default**" means a 2016 VM Financing Facility Event of Default or any event or circumstance specified in the 2016 VM Financing Facility Agreement which would (with the expiry of a grace period or the giving of notice) be a 2016 VM Financing Facility Event of Default.

"**2016 VM Financing Facility Finance Documents**" means the 2016 VM Financing Facility Agreement, the other documents designated as "Finance Documents" in the 2016 VM Financing Facility Agreement and any other document designated as a "Finance Document" by the 2016 RFN Issuer and VMIH.

"**2016 VM Financing Facility Interest Payment Date**" means the days on which interest is payable in pound sterling semi-annually in arrears: March 15 and September 15 of each year, subject to adjustment for non-business days.

"**2016 VM Financing Facility Loans**" means, collectively, the 2016 VM Financing Excess Cash Loans, the 2016 VM Financing Interest Facility Loans and the 2016 VM Financing Issue Date Facility Loan, and "**2016 VM Financing Facility Loan**" means any of them.

"**2016 VM Financing Interest Facility Commitment**" means the aggregate of all 2016 VM Financing Interest Facility Commitments assumed by the 2016 RFN Issuer in accordance with the 2016 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2016 VM Financing Facility Agreement.

"**2016 VM Financing Issue Date Facility Commitment**" means the aggregate all amounts of 2016 VM Financing Issue Date Facility Commitment assumed by the 2016 RFN Issuer in accordance with the 2016 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2016 VM Financing Facility Agreement.

"**Accounts Payable Management Services Agreement**" has the meaning assigned to such term in the 2016 VM Financing Facility Agreement.

"**Administrator**" means The Bank of New York Mellon, London Branch, in its capacity as administrator for the 2016 RFN Issuer under the 2016 VM Financing Facility Agreement.

"**Availability Period**" means:

(a) in relation to the 2016 VM Financing Excess Cash Facility, the period from and including the date of the 2016 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2016 RFN Issuer prior to the 2016 VM Financing Facility Agreement Termination Date;

(b) in relation to the 2016 VM Financing Interest Facility, the period from and including the date of the 2016 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2016 RFN Issuer prior to the 2016 VM Financing Facility Agreement Termination Date; and

(c) in relation to the 2016 VM Financing Issue Date Facility, the period from and including the date of the 2016 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2016 RFN Issuer prior to the 2016 VM Financing Facility Agreement Termination Date.

"**Business Day**" means each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, The Netherlands, New York, U.S., Dublin, Ireland or London, England are authorized or required by law to close.

"**Commitments**" means a 2016 VM Financing Excess Cash Facility Commitment, a 2016 VM Financing Interest Facility Commitment and/or a 2016 VM Financing Issue Date Facility Commitment, as applicable.

"**Drawstop Event**" means the delivery of a revocable notice, indicating that VMIH wishes to disapply certain utilization clauses of the 2016 VM Financing Facility Agreement with immediate effect, by VMIH to the Administrator (on behalf of the 2016 RFN Issuer) in accordance with the terms of the 2016 VM Financing Facility Agreement which has not been withdrawn or revoked by VMIH.

"**Interest Bearing Loans**" means the 2016 VM Financing Excess Cash Loans and the 2016 VM Financing Issue Date Facility Loan.

"**Permitted Affiliate Parent**" has the meaning assigned to such term in the 2016 VM Financing Facility Agreement.

"**Restricted Subsidiary**" has the meaning assigned to such term in the 2016 VM Financing Facility Agreement.

"**Tax Event**" means the occurrence of any of the following events by reason of a change in tax law (or in the application or official interpretation of any tax law) that has not become effective prior to the 2016 RFN Issue Date:

(a) the 2016 RFN Issuer would on the next 2016 VM Financing Facility Interest Payment Date be required to deduct or withhold from any payment of principal, interest or other amounts (if any) on the 2016 Receivables Financing Notes any amount for or on account of any present or future taxes, imposed, levied, collected, withheld or assessed by the jurisdiction of tax residency of the 2016 RFN Issuer or any political subdivision thereof or any authority thereof or therein and would be required to make an additional payment in respect thereof pursuant to Condition 9(a) (*Taxation—Gross Up for Deduction or Withholding*) of the Terms and Conditions of the 2016 Receivables Financing Notes; or

(b) any amounts payable by VMIH or any member of the VM Group to the 2016 RFN Issuer under the 2016 VM Financing Facility Agreement or in respect of the funding costs of the 2016 RFN Issuer cease to be receivable in full or VMIH or any member of the VM Group incurs increased costs thereunder.

"**Total Commitments**" means the aggregate of the 2016 VM Financing Excess Cash Facility Commitments, the 2016 VM Financing Interest Facility Commitments and the 2016 VM Financing Issue Date Facility Commitments, as the same may be increased or reduced in accordance with the terms of the 2016 VM Financing Facility Agreement.

"**Utilisation Date**" means the date on which a 2016 VM Financing Facility Loan is (or is requested to be) made.

"**Virgin Reporting Entity**" has the meaning assigned to such term in the 2016 VM Financing Facility Agreement.

"**VM Group**" means VMIH together with any of its subsidiaries from time to time.

2018 VM Financing Facilities

On April 4, 2018, VMIH, as borrower, together with, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited, as guarantors, entered into a new senior unsecured credit facility agreement (as amended, supplemented, waived or otherwise modified from time to time, including as amended and restated by an amendment and restatement agreement dated May 1, 2020, the "**2018 VM Financing Facility Agreement**").

The 2018 VM Financing Facility Agreement provides for: (i) a revolving credit facility (the "**2018 VM Financing Excess Cash Facility**") in an aggregate principal amount up to the 2018 VM Financing Excess Cash Facility Commitment under which Virgin Media Receivables Financing Notes I Designated Activity Company (the "**2018 RFN Issuer**"), from time to time, funds loans to VMIH (the "**2018 VM Financing Excess Cash Loans**") which bear interest at a rate of 5.75% per annum; (ii) a revolving credit facility (the "**2018 VM Financing Interest Facility**") under which the 2018 RFN Issuer will, from time to time, fund non-interest bearing loans to VMIH (the "**2018 VM Financing Interest Facility Loans**"); and (iii) a term loan facility (the "**2018 VM Financing Issue Date Facility**", collectively with the 2018 VM Financing Excess Cash Facility and the 2018 VM Financing Interest Facility, the "**2018 VM Financing Facilities**") under which the 2018 RFN Issuer, from time to time, funds loans to VMIH (the "**2018 VM Financing Issue Date Facility Loan**") which bear interest at a rate of 5.75% per annum. The 2018 VM Financing Facilities will mature on April 15, 2023, and are subject to compliance with the financial covenants and undertakings described below.

As of March 31, 2020, there was an aggregate principal amount of £2.1 million of borrowings outstanding under the 2018 VM Financing Facilities.

Interest Rates

Interest will accrue on each Interest Bearing Loan daily from and including the first day of an interest period and is payable on the date that is one Business Day before the last day of each interest period and on the date of any repayment or prepayment of an Interest Bearing Loan, and is calculated on the basis of a 360-day year comprised of twelve 30 day months. The interest period for each Interest Bearing Loan will commence on the Utilization Date for that Interest Bearing Loan and end on the next 2018 VM Financing Facility Interest Payment Date, and each successive interest period shall commence on a 2018 VM Financing Facility Interest Payment Date and end on the next 2018 VM Financing Facility Interest Payment Date.

Guarantees and Security

The 2018 VM Financing Facility is guaranteed by, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited (together with VMIH, the "**2018 VM Financing Facility Obligors**"). Any subsidiary of VMIH which accedes to the Accounts Payable Management Services Agreement in accordance with its terms shall also be a guarantor under the 2018 VM Financing Facility Agreement (unless, with respect to a particular subsidiary, the 2018 RFN Transaction Documents stipulate otherwise), and any subsidiary of VMIH which resigns from the Accounts Payable Management Services Agreement in accordance with its terms (and the applicable terms of the 2018 RFN Transaction Documents) shall cease to be a guarantor under the 2018 VM Financing Facility Agreement. The indebtedness under the 2018 VM Financing Facility Agreement is unsecured.

Repayments and Prepayments

The 2018 VM Financing Excess Cash Loans will be repaid pursuant to prior notice from the Administrator confirming that the 2018 RFN Issuer requires cash (i) for the purchase of receivables in connection with the 2018 RFN Transactions, (ii) for the redemption of all or part of 2018 Receivables Financing Notes, or (iii) for cash in connection with a 2018 Receivables Financing Notes Approved Exchange Offer; *provided* that, VMIH will also repay all outstanding 2018 VM Financing Excess Cash Loans by one Business Day before the earlier of (i) the 2018 VM Financing Facility Agreement Termination Date relating to the 2018 VM Financing Excess Cash Facility and (ii) any date for redemption of all the 2018 Receivables Financing Notes in full.

The 2018 VM Financing Interest Facility Loans will be repaid (or deemed repaid, as the case may be) (i) pursuant to prior notice from the Administrator confirming that the 2018 RFN Issuer requires cash for payment of interest due and payable on the 2018 Receivables Financing Notes (subject to the receipt of certain shortfall payments due from VMIH in accordance with the terms of the 2018 VM Financing Facility Agreement), (ii) in an amount equal to a specified excess payment, if due and payable by the 2018 RFN Issuer under the 2018 VM Financing Facility Agreement, (iii) in an amount equal to the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account (as defined in the 2018 VM Financing Facility Agreement) will be insufficient to pay the interest due and payable by the 2018 RFN Issuer on the 2018 Receivables Financing Notes on any date for redemption of the 2018 Receivables Financing Notes that is not a 2018 VM Financing Facility Interest Payment Date, or (iv) pursuant to prior notice from the Administrator confirming that the 2018 RFN Issuer requires cash in connection with a 2018 Receivables Financing Notes Approved Exchange Offer; *provided* that, VMIH will also repay all outstanding 2018 VM Financing Interest Facility Loans by one Business Day before the earlier of (i) the 2018 VM Financing Facility Agreement Termination Date relating to the 2018 VM Financing Interest Facility and (ii) any date for redemption of all the 2018 Receivables Financing Notes in full.

The 2018 VM Financing Issue Date Facility Loan will be repaid on or before the 2018 VM Financing Facility Agreement Termination Date relating to the 2018 VM Financing Issue Date Facility.

In addition to the repayments described above, the 2018 VM Financing Facility Agreement contains provisions in relation to voluntary prepayment. VMIH may prepay all of the 2018 VM Financing Facility Loans and cancel all of the Commitments of the 2018 RFN Issuer on three Business Days' (or shorter period as agreed by the Administrator) prior notice, subject to certain provisions. Following receipt of notice from the 2018 RFN Issuer that a Tax Event has occurred or will occur, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, VMIH is permitted to prepay all of the 2018 VM Financing Facility Loans and cancel all of the Commitments of the 2018 RFN Issuer, subject to certain provisions. Additionally, for so long as a Drawstop Event has occurred and is continuing, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, VMIH is permitted to prepay all or part of the 2018 VM Financing Interest Facility Loans and/or 2018 VM Financing Excess Cash Loans, but such prepayment shall not result in the cancellation of the Commitments of the 2018 RFN Issuer.

The 2018 VM Financing Facility must also be prepaid (including all receivables assigned to the 2018 RFN Issuer pursuant to the platform documentation entered into in connection with the 2018 RFN Transactions) on the occurrence of any illegality (as described in the 2018 VM Financing Facility Agreement) subject to certain conditions.

Automatic Cancellation

Any unutilized amount of a 2018 VM Financing Facility will be automatically cancelled on the earlier of: (i) the end of its Availability Period; and (ii) the redemption of all of the 2018 Receivables Financing Notes in full.

Events of Default

The 2018 VM Financing Facility Agreement contains certain customary events of default (each, an "**2018 VM Financing Facility Event of Default**"), the occurrence of which, subject to certain agreed exceptions, thresholds, materiality and grace periods, would allow the 2018 RFN Issuer (by notice to VMIH) to (i) cancel the Total Commitments, (ii) accelerate all outstanding 2018 VM Financing Facility Loans, (iii) declare that all or part of the 2018 VM Financing Facility Loans be payable on demand and/or (iv) exercise any or all of its rights, remedies, powers or discretions under the 2018 VM Financing Facility Finance Documents.

Undertakings

The 2018 VM Financing Facility Agreement includes certain negative undertakings that, subject to certain customary and other agreed exceptions, limit the ability of VMIH, any Permitted Affiliate Parent and each Restricted Subsidiary to, among other things: (i) incur or guarantee additional indebtedness and issue certain preferred stock; (ii) pay dividends, redeem capital stock and make certain investments; (iii) make certain other restricted payments; (iv) create or permit to exist certain liens; (v) impose restrictions on the ability of Restricted Subsidiaries to pay dividends or make other payments to VMIH, any Permitted Affiliate Parent or any other Restricted Subsidiary; (vi) transfer, lease or sell certain assets including subsidiary stock; (vii) merge or consolidate with other entities; and (viii) enter into certain transactions with affiliates.

The 2018 VM Financing Facility Agreement also requires VMIH, any Permitted Affiliate Parent and certain Restricted Subsidiaries to observe certain information and reporting undertakings. The information undertakings include: (i) the 2018 VM Financing Facility Obligors promptly supplying the necessary information if a change in law or the status of the 2018 VM Financing Facility Obligors or their shareholders obliges the Administrator or the 2018 RFN Issuer to comply with "know your customer" laws; and (ii) VMIH must notify the Administrator of any 2018 VM Financing Facility Default or 2018 VM Financing Facility Event of Default within 30 days after the occurrence of any 2018 VM Financing Facility Default or 2018 VM Financing Facility Event of Default. As part of their reporting undertakings, VMIH or any Permitted Affiliate Parent must provide annual reports, quarterly reports and certain material acquisitions or disposals of the Virgin Reporting Entity and its Restricted Subsidiaries (taken as a whole), as well as any material developments in the business of the Virgin Reporting Entity and its Restricted Subsidiaries (taken as a whole), in each case in certain specified circumstances and within the time periods stipulated in the 2018 VM Financing Facility Agreement.

Certain Definitions

For purposes of this section "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—Existing VM Financing Facilities—2018 VM Financing Facility Agreement*" only:

"**2018 Receivables Financing Notes**" means the 2018 RFN Issuer's £400 million aggregate principal amount outstanding of 5.75% Receivables Financing Notes due 2023.

"**2018 Receivables Financing Notes Approved Exchange Offer**" means an exchange offer launched in certain specified circumstances by the 2018 RFN Issuer, designed to allow holders of the 2018 Receivables Financing Notes to exchange up to a specified principal amount of 2018 Receivables Financing Notes for a principal amount of new receivables financing notes.

"**2018 RFN Issue Date**" means April 4, 2018.

"**2018 RFN Transaction Documents**" means the transaction documents entered into in connection with, and which govern, the 2018 RFN Transactions.

"**2018 RFN Transactions**" means the issuance by the 2018 RFN Issuer of the 2018 Receivables Financing Notes and the transactions related thereto, including entry into the 2018 VM Financing Facility Agreement.

"**2018 VM Financing Excess Cash Facility Commitment**" means the aggregate of all 2018 VM Financing Excess Cash Facility Commitments assumed by the 2018 RFN Issuer in accordance with the 2018 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2018 VM Financing Facility Agreement.

"**2018 VM Financing Facility Agreement Termination Date**" means:

(a) in relation to the 2018 VM Financing Excess Cash Facility, April 15, 2023 or if earlier, the date of repayment and cancellation in full of the 2018 VM Financing Excess Cash Facility;

(b) in relation to the 2018 VM Financing Interest Facility, April 15, 2023 or if earlier, the date of repayment and cancellation in full of the 2018 VM Financing Interest Facility; and

(c) in relation to the 2018 VM Financing Issue Date Facility, April 15, 2023 or if earlier, the date of repayment and cancellation in full of the 2018 VM Financing Issue Date Facility.

"**2018 VM Financing Facility Default**" means a 2018 VM Financing Facility Event of Default or any event or circumstance specified in the 2018 VM Financing Facility Agreement which would (with the expiry of a grace period or the giving of notice) be a 2018 VM Financing Facility Event of Default.

"**2018 VM Financing Facility Finance Documents**" means the 2018 VM Financing Facility Agreement, the other documents designated as "Finance Documents" in the 2018 VM Financing Facility Agreement and any other document designated as a "Finance Document" by the 2018 RFN Issuer and VMIH.

"**2018 VM Financing Facility Interest Payment Date**" means the days on which interest is payable in pound sterling semi-annually in arrears: January 15 and July 15 of each year, subject to adjustment for non-business days.

"**2018 VM Financing Interest Facility Commitment**" means the aggregate of all 2018 VM Financing Interest Facility Commitments assumed by the 2018 RFN Issuer in accordance with the 2018 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2018 VM Financing Facility Agreement.

"**2018 VM Financing Facility Loans**" means, collectively, the 2018 VM Financing Excess Cash Loans, the 2018 VM Financing Interest Facility Loans and the 2018 VM Financing Issue Date Facility Loan, and "**2018 VM Financing Facility Loan**" means any of them.

"**2018 VM Financing Issue Date Facility Commitment**" means the aggregate all amounts of 2018 VM Financing Issue Date Facility Commitment assumed by the 2018 RFN Issuer in accordance with the 2018 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2018 VM Financing Facility Agreement.

"**Accounts Payable Management Services Agreement**" has the meaning assigned to such term in the 2018 VM Financing Facility Agreement.

"**Administrator**" means The Bank of New York Mellon, London Branch, in its capacity as administrator for the 2018 RFN Issuer under the 2018 VM Financing Facility Agreement.

"**Availability Period**" means:

(a) in relation to the 2018 VM Financing Excess Cash Facility, the period from and including the date of the 2018 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2018 RFN Issuer prior to the 2018 VM Financing Facility Agreement Termination Date;

(b) in relation to the 2018 VM Financing Interest Facility, the period from and including the date of the 2018 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2018 RFN Issuer prior to the 2018 VM Financing Facility Agreement Termination Date; and

(c) in relation to the 2018 VM Financing Issue Date Facility, the period from and including the date of the 2018 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2018 RFN Issuer prior to the 2018 VM Financing Facility Agreement Termination Date.

"**Business Day**" means each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, The Netherlands, New York, U.S., Dublin, Ireland or London, England are authorized or required by law to close.

"**Commitments**" means a 2018 VM Financing Excess Cash Facility Commitment, a 2018 VM Financing Interest Facility Commitment and/or a 2018 VM Financing Issue Date Facility Commitment, as applicable.

"**Drawstop Event**" means the delivery of a revocable notice, indicating that VMIH wishes to disapply certain utilization clauses of the 2018 VM Financing Facility Agreement with immediate effect, by VMIH to the Administrator (on behalf of the 2018 RFN Issuer) in accordance with the terms of the 2018 VM Financing Facility Agreement which has not been withdrawn or revoked by VMIH.

"**Interest Bearing Loans**" means the 2018 VM Financing Excess Cash Loans and the 2018 VM Financing Issue Date Facility Loan.

"**Permitted Affiliate Parent**" has the meaning assigned to such term in the 2018 VM Financing Facility Agreement.

"**Restricted Subsidiary**" has the meaning assigned to such term in the 2018 VM Financing Facility Agreement.

"**Tax Event**" means the occurrence of any of the following events by reason of a change in tax law (or in the application or official interpretation of any tax law) that has not become effective prior to the 2018 RFN Issue Date:

(a) the 2018 RFN Issuer would on the next 2018 VM Financing Facility Interest Payment Date be required to deduct or withhold from any payment of principal, interest or other amounts (if any) on the 2018 Receivables Financing Notes any amount for or on account of any present or future taxes, imposed, levied, collected, withheld or assessed by the jurisdiction of tax residency of the 2018 RFN Issuer or any political subdivision thereof or any authority thereof or therein and would be required to make an additional payment in respect thereof pursuant to Condition 9(a) (*Taxation—Gross Up for Deduction or Withholding*) of the Terms and Conditions of the 2018 Receivables Financing Notes; or

(b) any amounts payable by VMIH or any member of the VM Group to the 2018 RFN Issuer under the 2018 VM Financing Facility Agreement or in respect of the funding costs of the 2018 RFN Issuer cease to be receivable in full or VMIH or any member of the VM Group incurs increased costs thereunder.

"**Total Commitments**" means the aggregate of the 2018 VM Financing Excess Cash Facility Commitments, the 2018 VM Financing Interest Facility Commitments and the 2018 VM Financing Issue Date Facility Commitments, as the same may be increased or reduced in accordance with the terms of the 2018 VM Financing Facility Agreement.

"**Utilisation Date**" means the date on which a 2018 VM Financing Facility Loan is (or is requested to be) made.

"**VM Group**" means VMIH together with any of its subsidiaries from time to time.

"**Virgin Reporting Entity**" has the meaning assigned to such term in the 2018 VM Financing Facility Agreement.

SUMMARY OF PRINCIPAL DOCUMENTS

Trust Deed

On the Issue Date, the Issuer, the Notes Trustee, the Security Trustee, the Registrar, Paying Agent and Transfer Agent, the Administrator and the Account Bank will enter into the Trust Deed, under which the Notes will be constituted. Pursuant to the Trust Deed, the Issuer will covenant to (i) pay to or to the order of the Notes Trustee all interest, principal and other amounts in respect of the Notes, and (ii) comply with the covenants set out therein. The Trust Deed will also contain provisions in relation to the application of funds of the Issuer both before and after service of an Enforcement Notice (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")). See Condition 3 ("*Status, Priority and Security*").

Pursuant to the Trust Deed, the Issuer will appoint the Notes Trustee and the Security Trustee. On the Issue Date, the Trust Deed will also create the security interests over the Notes Collateral, as further described in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes—Notes Collateral*" in favour of the Security Trustee and for the benefit of the Secured Parties. Each Secured Party party to the Trust Deed (other than the Security Trustee) will agree that it will not be entitled to take, and will not take, any steps whatsoever to enforce its rights in respect of the security created by the Notes Security Documents, or to direct the Security Trustee to do so, save where the Security Trustee has become bound to do so following service of an Enforcement Notice and has failed to do so within a reasonable period of time. The Trust Deed will contain representations by the Issuer to the effect that the Issuer was and will be, subject to the security interests created by the relevant Notes Security Document, absolutely entitled to such Notes Collateral free from all encumbrances of any kind, other than Permitted Encumbrances (as defined therein).

If an Issuer Event of Default (as defined in Condition 10 ("*Issuer Events of Default*")) occurs and is continuing, the Notes Trustee may, and upon the instructions of Noteholders (including by an Extraordinary Resolution) shall declare all the Notes to be due or payable in accordance with the Conditions and the Trust Deed; *provided that*, upon the occurrence of an Issuer Event of Default described in Condition 10(b)(v) ("*Issuer Events of Default—Events*"), the Note Acceleration Notice (as defined in Condition 10(a) ("*Issuer Events of Default—Determination of an Issuer Event of Default*")) will be deemed to have been given and all the Notes will immediately become due and payable. See Condition 10 ("*Issuer Events of Default*") included elsewhere in this Offering Circular for full list of events constituting an Issuer Event of Default under the Trust Deed. Following the service of a Note Acceleration Notice on the Issuer, the Security Trustee or the Noteholders may serve an Enforcement Notice on the Issuer, declaring the security created by the Notes Security Documents to be enforceable. Upon receipt of any Enforcement Notice, the Issuer will be required to promptly (within 10 Business Days) deliver to the Obligors an Obligor Enforcement Notification pursuant to the Framework Assignment Agreement, in accordance with Condition 11(b) ("*Enforcement—Enforcement Notice*").

The Trust Deed will contain provisions requiring each of the Notes Trustee and the Security Trustee (except where expressly provided otherwise) to have regard to the interests of the Noteholders as a single class in the exercise and performance of all its powers, trusts, authorities, duties and discretions. If, in the opinion of the Notes Trustee or Security Trustee, as the case may be, there is a conflict of interest between the interests of two or more groups of Noteholders, the Notes Trustee or the Security Trustee, as the case may be, will have regard only to the interests of, and will take instructions from, the group which holds the greater amount of Notes outstanding. The Trust Deed further stipulates that, so long as any of the Notes remain outstanding, the Notes Trustee and the Security Trustee, as the case may be, shall have no regard to the interests of any Secured Party other than the Noteholders, or to the interests of any other person.

The Trust Deed contains standard limited recourse and non-petition provisions with respect to the Issuer.

The Trust Deed will be governed by English law.

Agency and Account Bank Agreement

On or about the Issue Date, the Issuer, VMIH, the Notes Trustee, the Security Trustee, the Administrator, the Account Bank, the Paying Agent, the Transfer Agent and the Registrar (each of the Administrator, the Account Bank, the Paying Agent, the Transfer Agent and the Registrar an "**Agent**" and together, the "**Agents**") will enter into an English law agency and account bank agreement (the "**Agency and Account Bank Agreement**"). Pursuant to the Agency and Account Bank Agreement, the Issuer will appoint:

(i) the Administrator to: (a) maintain records relating to the Assigned Receivables acquired, and New VM Financing Facility Loans advanced, by the Issuer in order to, *inter alia*, make certain specified

calculations, reports and notifications, (b) perform comparisons of such records and notify the Issuer of any apparent discrepancies, with a view to performing a reconciliation of such records, (c) manage the receipt of periodic payments arising from maturing Assigned Receivables as well as payments of interest and principal arising from New VM Financing Facility Loans into the relevant Issuer Transaction Accounts, (d) manage payments from the Issuer arising from the purchase, from time to time, of VM Accounts Receivable by the Issuer to the Platform Provider, (e) manage the advance of any New VM Financing Facility Loans (and demands for repayments thereof and any other payments) made by the Issuer to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement, (f) perform various calculations in connection with the aforementioned duties, including (but not limited to), six Business Days prior to each Interest Payment Date, calculation of any Term Shortfall Payment or Term Excess Arrangement Payment (each as defined in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*") to be made between the Issuer and VMIH, which shall be equal to the difference between (i) the amount of interest due and payable on the Notes on such Interest Payment Date, and (ii) the amount of any interest accrued pursuant to the Excess Cash Loans, the Issue Date Facility Loans, the Premium accrued in respect of Assigned Receivables, and the Retained Amount Interest accrued in respect of any Retained Amounts (each as defined in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes*") (which has been deposited into the Interest Proceeds Account six Business Days prior to such Interest Payment Date), and (g) notify VMIH if such periodic payments arising from maturing Assigned Receivables and payments of interest and principal arising from New VM Financing Facility Loans are not received in full or if, for any reason, there are insufficient funds standing to the credit of the relevant Issuer Transaction Account for the transfer of any sums previously determined by the Administrator;

(ii) the Account Bank to: (a) hold such monies as may be deposited from time to time with it in the relevant Issuer Transaction Account, (b) apply such monies as it may from time to time be so directed in writing by the Issuer or by the Administrator acting on behalf of the Issuer, (c) make payments as instructed by the Administrator (acting on behalf of the Issuer) or the Issuer on certain specified dates and times, and (d) receive all income and other payments made to it with respect to the Assigned Receivables acquired, and the New VM Financing Facility Loans advanced by, the Issuer and credit such income promptly upon receipt thereof to the relevant Issuer Transaction Account;

(iii) the Paying Agent to act as the paying agent of the Issuer with respect to payments of principal, interest, or any other payments in respect of the Notes (including, without limitation, prepayments) of which it is notified by the Notes Trustee, the Administrator (acting on behalf of the Issuer) or the Issuer;

(iv) the Transfer Agent to act as its agent in facilitating transfers of the Notes, in accordance with the Trust Deed, on behalf of the Issuer; and

(v) the Registrar to: (a) register all transfers of Notes, (b) receive any document in relation to or affecting the title to any of the Notes, including all forms of transfer, forms of exchange, probates, letters of administration and powers of attorney, (c) maintain proper records of the details of all documents received by itself or the Transfer Agent, (d) prepare all such lists of Noteholders as may be required by the Issuer, the Notes Trustee or the Paying Agent or any person authorized by any of the foregoing and (e) notify the Paying Agent, upon its request and not less than seven days prior to each Interest Payment Date, of the names and addresses of all registered Noteholders at the close of business on the record date specified as well as the amounts of their holdings in order to enable the Paying Agent to make or arrange for payment to the Noteholders of interest payable in respect of the Notes or amounts required to redeem the Notes, as the case may be;

Each Agent may resign its appointment at any time, and shall not be obliged to provide any reason for such resignation or be responsible for any expenses or other liabilities incurred by the Issuer, by giving the Issuer (with a copy to the Administrator and the Notes Trustee) at least 60 days' prior written notice and, with respect to the Administrator only, 180 days' prior written notice to that effect, *provided that* no such notice shall take effect until a replacement agent which agrees to exercise the powers and undertake the duties conferred and imposed upon such Agent has been appointed.

The Issuer may, at any time, with the prior written approval of the Notes Trustee (except with respect to the Administrator and the Account Bank, in which case no such prior written approval shall be required), appoint additional Agents and/or terminate the appointment of any Agent by giving to the Administrator, the Notes Trustee, the Security Trustee, the Agent concerned and the other Agents at least 60 days' prior written notice to that effect, provided that it will maintain at all times a Registrar, Paying Agent, Account Bank, Administrator

and/or Transfer Agent and provided always that no such notice shall take effect until a new Registrar, Paying Agent, Account Bank, Administrator and/or Transfer Agent, as applicable (approved in advance in writing by the Notes Trustee) which agrees to exercise the powers and undertake the duties conferred and imposed upon such Agent has been appointed.

The Agency and Account Bank Agreement contains standard limited recourse and non-petition provisions with respect to the Issuer.

The Agency and Account Bank Agreement will be governed by English law.

Framework Assignment Agreement

On or about the Issue Date, the Issuer, as purchaser, will enter into the Framework Assignment Agreement with, among others, the Platform Provider, the Obligors' Parent, The Bank of New York Mellon, London Branch as administrator and Virgin Media Ireland Ltd. as the "Excluded Buyer" (the "**Excluded Buyer**"). Under the Framework Assignment Agreement, from time to time commencing on the Issue Date, the Issuer may purchase and have assigned to it on a non-recourse basis, up to the Purchase Limits specified in the applicable Assignment Framework Notes, and the Platform Provider may sell and assign (including pursuant to the Block Transfer) on a non-recourse basis, eligible VM Accounts Receivable that have been transferred to or acquired by the Platform Provider following an SCF Transfer.

Each VM Account Receivable to be purchased by the Issuer must meet, and the Obligors' Parent will represent and warrant (on behalf of itself and as agent for the Obligors) on the date of each Assignment (each such date, an "**Assignment Date**") in accordance with the Framework Assignment Agreement, that such VM Account Receivable meets, the following eligibility criteria: that such VM Account Receivable (i) (with respect to the Payment Obligation component of such VM Account Receivable only) is owed by the Obligors on a joint and several basis; (ii) (with respect to the Payment Obligation component of such VM Account Receivable only) is governed by English law; (iii) is denominated in pound sterling; (iv) (with respect to the Payment Obligation component of such VM Account Receivable only) is the legal, valid and binding obligation of each Obligor; (v) is capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement, so that on purchase the Issuer will receive good title; (vi) is due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors; and (vii) has a maturity date that is no later than two Business Days prior to the Maturity Date of the Notes.

Additionally, immediately prior to each Assignment Date, the Platform Provider will represent and warrant that it is entitled to assign the relevant Payment Obligation pursuant to the terms of the Framework Assignment Agreement, and that it has not assigned, transferred or otherwise disposed of, or created any encumbrance or security interest over, such Payment Obligation. Furthermore, the Platform Provider will provide certain undertakings, including, among other things: (a) that it shall comply in a timely manner with its obligations under the APMSA with respect to each Assignment Framework Note and exercise the same degree of care with regard to the Payment Obligations relating thereto as it would if it had not entered into such Assignment Framework Note; (b) that it shall not, without the prior written consent of the Issuer, take any action that would adversely affect a Payment Obligation or the Issuer's interest(s) therein (including any extension of the date for payment of any Payment Obligation, any reduction, cancellation or termination of the amount or in the liability of any Obligor in respect of any Payment Obligation (including in relation to any credit note, discount or right of set-off), and any other change which would materially prejudice the interests or rights of the Issuer); and (c) that it may, without the prior written consent of the Issuer, take such action that would result in any increase in the amount of VM Accounts Receivable which are not Assigned Receivables, or any extension in the date for payment of any VM Accounts Receivable which are not Assigned Receivables, *provided that* such action does not affect the rights or obligations of the Issuer under the Framework Assignment Agreement or in respect of any Assigned Receivables. The Platform Provider will also provide certain information undertakings, including: (a) that it shall provide the Issuer and the Administrator within five Business Days at the start of each calendar month with an overview of the Assigned Receivables that have not, as at the last day of the preceding calendar month, been settled in accordance with the Framework Assignment Agreement; and (b) that if the Issuer or Administrator requests in writing copies of the APMSA, it shall, within a reasonable timeframe and in any event within five Business Days of such request, provide the Issuer and the Administrator with copies of such documentation.

Each Payment Obligation will be the joint and several obligation of VMIH and each of the Subsidiary Obligors. On the Issue Date, the eligible Subsidiary Obligors will be Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited. For the avoidance of doubt, the Excluded

Buyer will not be an eligible Subsidiary Obligor under the Framework Assignment Agreement on and following the Issue Date, and therefore, none of the Assigned Receivables will be owed by it. For a further description of the release and discharge of the Excluded Buyer from any and all obligations owed to the Issuer in accordance with the Framework Assignment Agreement, see "*—Purchases of VM Accounts Receivable with Requested Purchase Price Amounts*" below.

Purchases of VM Accounts Receivable with Requested Purchase Price Amounts

On or following the Issue Date (as further described in "*Description of Virgin Media—Capitalization of Virgin Media*" included elsewhere in this Offering Circular), the Platform Provider is expected to sell and assign (including pursuant to the Block Transfer) to the Issuer VM Accounts Receivable for a Requested Purchase Price Amount of £500.0 million, which the Issuer will fund with all or a portion of the Committed Principal Proceeds. See "*Use of Proceeds*". It is expected that the Issuer will complete the Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. In connection with such sale and assignment, the Platform Provider will deliver to the Issuer:

1. an assignment framework note (substantially in the form attached to the Framework Assignment Agreement, an "**Assignment Framework Note**") to be accepted and agreed to by the Issuer, pursuant to which the Issuer will agree, among other things, to purchase Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider), in whole but not in part, at the relevant Purchase Price Amounts in an aggregate amount equal to a limit (in respect of purchased Payment Obligations which have not been settled) specified therein (the "**Purchase Limit**"); and
2. one or more notices related to such Assignment Framework Note (substantially in the form attached to the Framework Assignment Agreement, each an "**Assignment Notices**") instructing the Issuer to pay to the Platform Provider, as consideration for the sale and assignment of the relevant VM Accounts Receivable, a requested amount (a "**Requested Purchase Price Amount**") on the date falling five Business Days following receipt by the Issuer of such Assignment Notice (or, in respect of the Assignment Notice in relation to the Block Transfer on the day of receipt of such Assignment Notice) (a "**Value Date**").

As used herein, a "**Purchase Price Amount**" means, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount (as defined below) of such VM Account Receivable *less* the Applied Discount (as defined in the context of the Framework Assignment Agreement) (as defined below) calculated as at the relevant Assignment Date. "**Outstanding Amount**" means, with respect to a Payment Obligation, an amount equal to (i) the gross amount of the Approved Platform Receivable in respect of which the Payment Obligation arose, *less* (ii) the sum of all Credit Notes allocated to the Approved Platform Receivable in respect of which that Payment Obligation arose pursuant to the terms of the APMSA, plus the (iii) the Applied Discount (as defined below). "**Applied Discount**" refers (i) in the context of the APMSA, to the discount amount that the Platform Provider will deduct from the Certified Amount in case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA and (ii) in the context of the Framework Assignment Agreement, to the discount amount that the Platform Provider will deduct from the Certified Amount in the case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA, *less* the Platform Provider Processing Fee.

From time to time following the Issue Date, the Platform Provider may, at its discretion (but not more than once per week prior to the service of a notice of termination (as further described below)), serve further Assignment Notices (which may also be Primary Assignment Notices (as defined and further described below under " *—Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts*")) to the Issuer pursuant to the relevant Assignment Framework Note.

Following the receipt of an Assignment Notice, so long as no Non-Compliance Event (as defined below) has occurred and is continuing, the Issuer will pay, on the relevant Value Date, the relevant Requested Purchase Price Amount (which may be adjusted as further described below) to the Platform Provider, which shall have the effect of the Platform Provider immediately (or, in respect of a Block Transfer that will occur on the day immediately following the Issue Date, only on the day immediately following such Value Date) selling and assigning, without further action on the part of any person or entity, all of its rights, title and interest in and to the relevant Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider) at the relevant Purchase Price Amounts to the Issuer pursuant to the relevant Assignment Framework Note (an "**Assignment**").

Concurrently with an Assignment as described above, the Platform Provider, the Issuer and the Obligors' Parent (on its own behalf and on behalf of each Obligor and the Excluded Buyer as "Buyer" under the APMSA)

will unconditionally and irrevocably release and discharge the Excluded Buyer from all undertakings, liabilities and obligations (whether actual or contingent and whether past, present or future) arising from or in connection with the relevant Payment Obligations which are the subject of such Assignment created by the Framework Assignment Agreement, any Assignment Framework Note, and the APMSA to which the Excluded Buyer is party (collectively, the "**Excluded Obligations**"), and from all claims (to the extent they relate to the Excluded Buyer) arising under such documents. For the avoidance of doubt, such releases and discharges will not prejudice the rights, titles, interests and claims of the Platform Provider against the Excluded Buyer in respect of any Payments Obligations and Receivables which have not been sold and assigned by the Platform Provider to the Issuer under the Framework Assignment Agreement.

The Requested Purchase Price Amount (and the corresponding VM Accounts Receivable) will be adjusted if the aggregate of all Requested Purchase Price Amounts, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables would be higher than the relevant Purchase Limit specified in that Assignment Framework Note. In such event, the Issuer must notify the Platform Provider within two Business Days of receipt of the relevant Assignment Notice (i) of such circumstance and (ii) that the Requested Purchase Price Amount will (A) be reduced to equal the amount which would cause the aggregate Requested Purchase Price Amount, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables to equal such Purchase Limit and/or (B) cancelled to the extent necessary such that the relevant assignment is for the whole, and not part, of the VM Accounts Receivable.

The Issuer will not be obliged to pay a Requested Purchase Price Amount specified in an Assignment Notice if any of the following events (each, a "**Non-Compliance Event**") have occurred and is continuing (provided that the Issuer notifies the Platform Provider, within two Business Days of the receipt of such Assignment Notice, that one or more Non-Compliance Events have occurred and of the Issuer's intention not to comply with such Assignment Notice): (i) if the Framework Assignment Agreement or relevant Assignment Framework Note has been terminated prior to the date of such Assignment Notice; (ii) if the terms and conditions of such Assignment Notice materially deviate from the terms and conditions of the Framework Assignment Agreement or the relevant Assignment Framework Note; (iii) if a Buyer Event of Default (as defined below) is continuing in respect of any Obligor; and/or (iv) if a specified insolvency event occurs in respect of the Platform Provider which directly results in the Platform Provider not continuing its business as contemplated under the Framework Assignment Agreement. If, following the receipt of a Requested Purchase Price Amount on a Value Date, the Platform Provider has acquired (or determines that it will on such Value Date acquire) insufficient VM Accounts Receivable to apply the whole of the Requested Purchase Price Amount received on such Value Date, the Platform Provider will either (i) serve, on such Value Date, one or more notices (substantially in the form set out in the Framework Assignment Agreement, each a "**Purchase Price Return Notice**") to the Issuer and, on the Business Day following the date of such Purchase Price Return Notice (a "**Settlement Date**"), pay to the Issuer Collection Account, the excess Requested Purchase Price Amount not applied towards the purchase of VM Accounts Receivable (such excess, the "**Excess Requested Purchase Price Amount**"); or (ii) retain such Excess Requested Purchase Price Amount for a period of up to four Business Days following such Value Date (an "**Excess Retention Period**", and the final day thereof (which, at the Platform Provider's discretion, may occur prior to the fourth Business Day following such Value Date), the "**Excess Retention Period End Date**") to be applied towards the purchase of any VM Accounts Receivable arising during such Excess Retention Period. If the Platform Provider chooses to retain such Excess Requested Purchase Price Amount, it further agrees that (i) if the Platform Provider acquires any VM Accounts Receivable during such Excess Retention Period, it will sell and assign such VM Accounts Receivables to the Issuer (and the Platform Provider will be deemed to have served an Assignment Notice in respect of such Assigned Receivables); and (ii) on the Business Day prior to the Excess Retention Period End Date, the Platform Provider will serve a Purchase Price Return Notice in respect of any remaining Excess Requested Purchase Price Amount to the Issuer, and subsequently pay such remaining Excess Requested Purchase Price Amount to the Issuer Collection Account on such Excess Retention Period End Date, together with all Excess Requested Purchase Price Interest (as defined below) due in respect thereof. "**Excess Requested Purchase Price Interest**" shall accrue daily at the Funding Rate, calculated on any Excess Requested Purchase Price Amount retained by the Platform Provider (and not applied towards the purchase of VM Accounts Receivable), from (and including) the first day of the relevant Excess Retention Period to (and including) the relevant Excess Retention Period End Date, or such later date on which the Issuer receives such Excess Requested Purchase Price Amount together with all interest due in respect thereof. As used herein, "**Funding Rate**" means a rate equal to the Margin (as defined below) (less the Platform Provider Processing Fee) over 1-month GBP Libor (or any other applicable reference rate selected by the Platform Provider and VMIH) (a "**Reference Rate**"); *provided that* if the relevant Reference Rate is less than zero, such Reference Rate shall be deemed to be zero.

Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts

Prior to the service of an Obligor Enforcement Notification, the Platform Provider will act as collection agent for the Issuer in respect of any Collected Amounts received or recovered relating to Assigned Receivables, in accordance with the APMSA. Except in circumstances where certain Collected Principal Amounts are applied towards the purchase of new VM Accounts Receivable (as further described below), the Platform Provider will apply any Collected Amount, within one Business Day of receipt or recovery thereof (such scheduled date of application, a "**Collected Amount Forwarding Date**"), in or towards the repayment to the Issuer of an amount equal to the Outstanding Amount of the relevant Assigned Receivables (to the extent that such Assigned Receivables remain outstanding and has not been settled or otherwise paid to the Issuer).

From time to time, the Platform Provider may serve an Assignment Notice (a "**Primary Assignment Notice**") which states that any Collected Principal Amounts in respect of Assigned Receivables relating to such Primary Assignment Notice are to be treated as further payments of Requested Purchase Price Amounts. So long as (i) no Non-Compliance Event has occurred and is continuing (and in respect of which the Issuer has notified the Platform Provider that the purchase mechanics described in this paragraph will not apply), or (ii) no notice of termination has been served (as further described below), then (a) the Platform Provider will be deemed to have served an Assignment Notice on exactly the same terms as the Primary Assignment Notice, except for the Requested Purchase Price Amount (which will be equal to the Collected Principal Amount that would otherwise be due and payable to the Issuer) (such notice, the "**New Assignment Notice**"); and (b) the Platform Provider's obligation to pay such Collected Principal Amount to the Issuer will be set off against the Issuer's obligation to pay the Requested Purchase Price Amount under the New Assignment Notice. For the avoidance of doubt, the purchase mechanics described in this paragraph will not affect the Platform Provider's obligation to pay to the Issuer any Premium on the relevant Collected Amount Forwarding Date. If, three Business Days following the service of a New Assignment Notice, the Platform Provider still holds any Collected Amounts which have not been utilised for the purchase of new VM Accounts Receivable (such amounts, "**Unutilised Collected Amounts**"), the Platform Provider will immediately serve a Purchase Price Return Notice to the Issuer in respect of such Unutilised Collected Amounts, and will pay such Unutilised Collected Amounts to the Issuer Collection Account on the relevant Settlement Date. The Platform Provider will pay the Issuer interest on any "**Retained Collected Amounts**" (being any Collected Amount which has not been paid to the Issuer towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable as described above). Interest on Retained Collected Amounts shall accrue daily at the Funding Rate, calculated from (and including) the relevant scheduled Collected Amount Forwarding Date to (and including) the relevant Settlement Date or such later date on which the Issuer receives the Retained Collected Amount, together with all interest due in respect thereof, as the case may be (the "**Retained Collected Amount Interest**"), and will be paid to the Issuer Collection Account on the relevant Settlement Date or such later date, as applicable.

Buyer Events of Default and Obligor Enforcement Notification

The Issuer may not serve (or cause or permit to be served) a notice to the Obligors informing them of an Assignment (an "**Obligor Enforcement Notification**") prior to the occurrence of (i) a failure by any Obligor to pay any Payment Obligation in full to the Platform Provider on the date such payment was due (taking into account any applicable grace period under the APMSA), (ii) a specified insolvency event in respect of any Obligor, (iii) a breach of the representations and warranties of the Obligors' Parent with respect to the eligibility of the VM Accounts Receivable, which is not capable of remedy (or if such breach is capable of remedy, is not remedied within five Business Days of notice) (each such event in (i) to (iii), a "**Buyer Event of Default**"), or (iv) a specified insolvency event in respect of the Platform Provider. See "*Risk Factors—Risks relating to the Receivables and the SCF Platform—The transfer of VM Accounts Receivable under the Framework Assignment Agreement takes place only under equity until an Obligor Enforcement Notification is given to the Obligors*".

Following the occurrence of any of the foregoing events, the Issuer may serve or direct the Platform Provider to serve an Obligor Enforcement Notification (*provided that* the Platform Provider may, but is not obliged to, serve an Obligor Enforcement Notification at any time as it sees fit, including upon termination of the Framework Assignment Agreement or any Assignment Framework Note and/or pursuant to the circumstances described in the paragraph below).

As soon as reasonably practicable after the occurrence of a Buyer Event of Default, the Platform Provider will, among other things, (i) provide the Issuer with notice of such Buyer Event of Default and the details thereof, as well as regular status updates with respect to the affected Assigned Receivables; (ii) turn over to the Issuer any

Purchase Price Return Amount in accordance with the terms of the Framework Assignment Agreement; (iii) in consultation with the Issuer and the Obligors' Parent (provided such consultation is permitted by the terms of the Framework Assignment Agreement), take (or refrain from taking) any steps that the Platform Provider sees fit to recover all amounts payable, as well as default interest and other costs and expenses, each as permitted under the APMSA; (iv) be indemnified by the Obligors' Parent within ten Business Days after the relevant demand for all expenses (including all legal expenses), costs and losses reasonably incurred and claims incurred in connection with the exercise or enforcement of any rights in connection with Assigned Receivables; and (v) if an agreement cannot be reached as to what steps (if any) are to be taken or refrained from being taken following a Buyer Event of Default in accordance with paragraph (iii) above, the Platform Provider may (or will, if so requested by the Issuer and provided that the Issuer has complied with its payments obligations under the Framework Assignment Agreement), serve an Obligor Enforcement Notification on any Obligor, following which the below consequences will apply in respect of the relevant Assigned Receivables.

Following service of an Obligor Enforcement Notification, the Platform Provider will cease to act as the Issuer's collection agent in respect of the relevant Assigned Receivables, and shall hold any amounts received by it in respect of the relevant Assigned Receivables on behalf of the Issuer.

Assignment and Termination

The Issuer may assign or transfer its rights under the Framework Assignment Agreement and the Assignment Framework Notes (including its rights to Assigned Receivables) in the following circumstances: (a) if such assignment is by way of security by the Issuer as part of the financing activities of the Issuer (including as part of a capital markets transaction) (the "**Issuer's Financing Activities**) or in connection with the enforcement of such security; or (b) with the prior written consent of each other party to the Framework Assignment Agreement (which shall not be unreasonably withheld or delayed); *provided that* the Issuer may only assign or transfer its rights or obligations under the Framework Assignment Agreement or (in accordance with the procedures described in the following paragraph) under an Assignment Framework Note and all related Assigned Receivables to a transferee, in each case with the Platform Provider's approval (at its sole discretion; *provided further that* the Platform Provider's approval shall not be unreasonably withheld or delayed for an assignment or transfer by the Issuer which is contemplated by or permitted under the transaction documents entered into in connection with the Issuer's Financing Activities). Similarly, the Platform Provider may assign or transfer its rights under the Framework Assignment Agreement in the same such specified circumstances; *provided, however*, that the Platform Provider may assign or transfer any of its rights in Assigned Receivables to an affiliate without the consent of any other party, and may also assign or transfer any of its rights or obligations under the Framework Assignment Agreement, as the provider and administrator of the SCF Platform, to an affiliate with the prior written consent of the Issuer (which shall not be unreasonably withheld or delayed).

Transfer will be effected when the Platform Provider executes an otherwise duly completed transfer certificate in the form substantially set out in the Framework Assignment Agreement (a "**Transfer Certificate**") delivered to it by the Issuer and the third party transferee. The Platform Provider is only obliged to execute such Transfer Certificate once it is satisfied that all necessary "know your customer" or other similar checks required under applicable law have been complied with. Upon such transfer becoming effective, the Platform Provider and the Issuer shall be released from further obligations towards one another under the relevant Assignment Framework Note and related Assigned Receivables, the transferee shall become a party to the relevant Assignment Framework Note in the Issuer's place, and the Platform Provider shall update its system to designate the relevant transferee as the owner of the relevant VM Accounts Receivable.

The Framework Assignment Agreement and/or any Assignment Framework Note issued thereunder may be terminated by the Platform Provider upon 10 Business Days' prior notice to the other parties thereto; *provided that* the effective date of such termination shall not be earlier than the effective date of termination of the APMSA (as further described below). See "*Risk Factors—Risks relating to the Receivables and the SCF Platform—The Framework Assignment Agreement may be terminated without the consent of the Issuer or the Noteholders*". Additionally, the Platform Provider may terminate the Framework Assignment Agreement and/or any Assignment Framework Note with immediate effect by notice to the other parties upon the occurrence of any of the following events: (a) a breach of material obligations of the Obligors' Parent and/or the Issuer (subject to a 30 days grace period); (b) a material breach of the representations and warranties of the Obligors' Parent and/or the Issuer (subject to a 30 days grace period); or (c) if a specified insolvency event has occurred in respect of the Obligors' Parent and/or the Issuer.

The Framework Assignment Agreement and/or any Assignment Framework Note issued thereunder may also be terminated by the Issuer upon 10 Business Days' prior notice to the other parties thereto. Additionally,

the Issuer may terminate the Framework Assignment Agreement and/or any Assignment Framework Note with immediate effect by notice to the other parties upon the occurrence of any of the following events: (a) a breach of material obligations of the Obligors' Parent and/or the Platform Provider (subject to a 30 days grace period); (b) a material breach of the representation and warranties of the Obligors' Parent and/or the Platform Provider (subject to a 30 days grace period); or (c) if a specified insolvency event has occurred in respect of the Obligors' Parent and/or the Platform Provider, as applicable.

Following the service of a notice of termination of the Framework Assignment Agreement and/or any Assignment Framework Note: (a) no further Assignment Notices shall be served, and no New Assignment Notices shall be deemed served, by the Platform Provider; (b) the Platform Provider shall provide the Issuer, as soon as reasonably practicable after such termination, with a report showing the relevant Assigned Receivables which have not been settled at such time; (c) the rights of the Platform Provider to demand refunds, reimbursements or other payments with respect to the relevant Assigned Receivables which have not been settled at such time, and any rights, remedies, obligations or liabilities of any of the parties to the Framework Assignment Agreement that have accrued up to the effective date of termination, shall not be affected and shall survive such termination; (d) the Platform Provider may choose to exercise its right to serve an Obligor Enforcement Notification, as described above; and (e) the parties shall continue to be bound by the relevant confidentiality provisions in the Framework Assignment Agreement until such later date as set out in the Framework Assignment Agreement.

The Framework Assignment Agreement contains standard limited recourse and non-petition provisions with respect to the Issuer.

The Framework Assignment Agreement will be governed by English law.

Accounts Payable Management Services Agreement

The Platform Provider, the Obligors and Liberty Global Capital Limited ("**LGC**") have entered into the Accounts Payable Management Services Agreement, or the "**APMSA**". Under the terms of the APMSA, the Obligors (which, as used in the sections entitled "*—Accounts Payable Management Services Agreement*" includes reference to the Obligors' Parent, the eligible Subsidiary Obligors and/or the Excluded Buyer, as the context may require, and, as used in the same sections, "Subsidiary Obligors" shall include reference to the eligible Subsidiary Obligors and/or the Excluded Buyer, as the context may require) (or LGC on VMIH's behalf) are "Buyer Entities" who may upload Electronic Data Files containing details of Receivables payable to a Supplier on to the SCF Platform to enable the purchase (or deemed purchase) by or transfer (or deemed transfer) to the Platform Provider of such Receivables from the relevant Supplier.

Additional Subsidiary Obligors may accede to the APMSA by entering into an accession letter (substantially in form set out in the APMSA) with the Platform Provider and the Obligors' Parent, and an existing Subsidiary Obligor may cease to be a "Buyer Entity" for the purposes of the APMSA if the Platform Provider or Obligors' Parent provides written notice to such effect. Pursuant to the Agency and Account Bank Agreement, the Obligors' Parent will undertake to the Issuer that the Obligors' Parent may notify the Platform Provider of a resignation of a Subsidiary Obligor only if all Outstanding Amounts owed by such Subsidiary Obligor (as principal obligor) in respect of its Assigned Receivables have been settled in accordance with the APMSA on or prior to the date of its resignation, and the Obligors' Parent will agree to promptly provide written notification of the same to the Issuer (or the Administrator on its behalf).

From time to time, an Obligor (or by LGC on its behalf) or VMIH may execute an Upload and designate such uploaded Receivables as "approved". Immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will give rise to new Payment Obligations, being a new, independent and primary, irrevocable, legal, valid and binding obligation of each Obligor, jointly and severally, to make payment or cause payment to be made of the Certified Amount to the Relevant Recipient on the Confirmed Payment Date in respect of such Approved Platform Receivable. Each Obligor agrees that, immediately following such designation, the relevant Obligor shall pay the Certified Amount in full (without any deduction or withholding) and no Obligor shall be entitled to claim set-off or counterclaim against any party in relation to the payment of the whole or part of such Certified Amount.

The obligations of the Obligors described above will not be affected by an act, omission, matter or thing which, but for the relevant provisions of the Framework Assignment Agreement, would reduce, release or

prejudice any of such obligations, including: (a) any time, waiver or consent granted to, or composition with, any Obligor or other person; (b) the release of any Obligor or other person under the terms of any composition or arrangement with any creditor of any person (other than the relevant recipient of any VM Account Receivable); (c) any failure to realize the full value of any security; (d) any incapacity or lack of power, authority or legal personality of an Obligor or any other person; (e) any amendment, novation, supplement or restatement (however fundamental) or replacement of the APMSA or any other documents; (f) any unenforceability, illegality or invalidity or any obligation of any person under the APMSA; or (g) any insolvency or similar proceedings. Each Obligor also waives any right it may have of first requiring the Platform Provider to proceed against or enforce any other rights or security or claim from any person before claiming from them pursuant to the APMSA, regardless of any applicable law or provision to the contrary. The Obligors further agree to refrain from exercising any of the following rights which they may have under the APMSA until all amounts which may be or become payable by an Obligor in connection with the APMSA have been irrevocably paid in full: (a) to be indemnified by any other Obligor; (b) to claim contribution from any other guarantor of any Obligor's obligations under the APMSA; (c) to take the benefit of any rights of the Platform Provider under the APMSA in respect of the Obligors; (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment or perform any other obligation in respect of which any Obligor has given an undertaking or indemnity under the provisions of the APMSA; (e) to exercise any right of set-off against any Obligor; and/or (f) to claim or prove as a creditor of any Obligor in competition with the Platform Provider.

Eligible Platform Receivables (as defined below) may include those with a Confirmed Payment Date of up to 360 days from the issuance date of the relevant invoice. In respect of SCF Transfers of Receivables, a margin of 2.70% per annum (the "**Initial Margin**"), which may be amended from time by a Margin Amendments, the "**Margin**") calculated on the basis of the relevant Outstanding Amounts (which includes the Platform Provider Processing Fee) over the Reference Rate that applies to such Receivables.

The relevant Margin applies from the date of the relevant SCF Transfer until the Confirmed Payment Date in respect of such Payment Obligation (and the Receivable related thereto, solely to the extent that such Receivable has been acquired by the Platform Provider). The Reference Rate (being, in this case, GBP LIBOR with a floor of zero is determined by the remaining tenor between the date of the relevant SCF Transfer and the Confirmed Payment Date (i.e. between 1 and 30 days, 1 month base rate will apply; between 31 and 60 days, 2 months base rate will apply). The Reference Rate plus the Margin are used to calculate the Applied Discount that the Platform Provider will deduct from the Certified Amount in the case of transfer by the Platform Provider of the VM Account Receivable prior to the Confirmed Payment Date, and accordingly is used in the calculation of the Purchase Price Amount for each VM Account Receivable. The Margin under the APMSA may not be amended without the written consent of the Issuer, and pursuant to the terms of the other Transaction Documents, the Issuer will agree to provide its written consent to any amendment of the Margin (without being required to seek the consent of the Noteholders) so long as the obligations of the New VM Financing Facility Borrower in favour of the Issuer under Clause 11.2 ("*Facility Fees*") of the New VM Financing Facility Agreement remain in full force and effect.

Pursuant to the APMSA, the Obligors' Parent and, as applicable, each Subsidiary Obligor appoints the Platform Provider as paying agent with respect to the settlement of any VM Account Receivable. Settlement requires the Obligors' Parent (or, at its option, a Subsidiary Obligor) to make an electronic transfer of the Certified Amount to the Platform Provider's designated bank account on the Confirmed Payment Date, and the Platform Provider will, in turn, transfer such Certified Amount (or part thereof as received by the Platform Provider) to the relevant recipient (which shall be the Issuer in respect of Assigned Receivables) on the same Confirmed Payment Date. As used herein, "**Certified Amount**" means, with respect to a Payment Obligation, the Outstanding Amount of such Payment Obligation (as specified in an Electronic Data File) on the "**Certified Amount Fixed Date**", being the date the relevant Electronic Data File is uploaded in respect of such Payment Obligation. Failure by any Obligor to pay all or any part of the Certified Amount by the Confirmed Payment Date will cause default interest to accrue on the unpaid sum at a rate of 1-month GBP LIBOR (or any other applicable reference rate selected by the Platform Provider and VMIH) *plus* 7% per annum, until the Certified Amount has been discharged in full.

Prior to an SCF Transfer in respect of an Approved Platform Receivable, if an Obligor wishes to reduce the amount of any Approved Platform Receivable for any reason (including as a result of any lien, right of set-off, defence, claim, counterclaim, or other certain adverse claim), it may post the amount to be deducted from such Approved Platform Receivable (each, a "**Credit Note**") as an entry in an Electronic Data File and such Credit Note will be allocated to such Approved Platform Receivable (and shall reduce the corresponding Payment Obligation that will arise following an SCF Transfer. No Credit Notes may be allocated to an Approved Platform

Receivable (and the corresponding Payment Obligation) following an SCF Transfer in respect of such Approved Platform Receivable. Additionally, each Obligor agrees to be responsible for the accuracy of all information submitted by them in respect of VM Accounts Receivable and the Obligors' Parent agrees to comply with certain reporting requirements set out in the APMSA.

Under the APMSA, each Obligor represents, warrants and covenants to the Platform Provider at the date of (a) an Upload, (b) any SCF Transfer resulting in any Payment Obligation arising and the transfer or acquisition of the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider), and (c) transfer via the SCF Platform and/or as permitted by the APMSA (in each case, including each applicable Assignment Date), as applicable, among other things: (i) that the Approved Platform Receivable meets certain criteria under the APMSA: that it is a debt owed by the relevant Obligor to a Supplier permitted to access the SCF Platform Website pursuant to the terms of the APMSA, which has not been remedied, if it can be remedied, has a Confirmed Payment Date of no more than 360 days, from the issuance date of the relevant invoice, and is denominated in one of GBP, EUR, USD, or such other currency as agreed between the Platform Provider, the Obligors' Parent and the relevant Supplier (each such Approved Platform Receivable, an "**Eligible Platform Receivable**"); (ii) that the Approved Platform Receivable is not subject to any mortgage, charge, pledge, lien, other encumbrance or (to the best of the relevant Obligor's knowledge) other personal right or right in rem of any third party and has, to the best of the relevant Obligor's knowledge, not been transferred or transferred in advance; (iii) that each Payment Obligation and the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) is free of any adverse claims, including any lien, right of set-off, netting, abatement, reduction, claim, defence or counterclaim; (iv) that each Payment Obligation and Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) can be validly transferred in accordance with the terms of the APMSA; and (v) that each Payment Obligation will be settled by an Obligor by the payment of the relevant Certified Amount on the relevant Confirmed Payment Date without withholding, deduction or set-off.

The APMSA also provides that the following occurrences, among others, constitute events of default, whereupon the Platform Provider shall have the right (but not the obligation) to suspend or terminate the provision of accounts payable management services and prohibit the creation of any further Payment Obligations (each, an "**APMSA Event of Default**"): (i) breach by any Obligor of any obligation or certain representations, warranties, covenants, or any other obligations in the APMSA, if not remedied for a period of ten days (which grace period shall not apply if such breach relates to a financial interest of an amount in excess of £5.0 million); (ii) non-payment of any amount due under the APMSA, including all or any part of any Certified Amount (subject to a grace period of one Business Day in the case of principal, and three Business Days in the case of any other amount); (iii) if any Obligor is unable, deemed unable, or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts in applicable law; and (iv) any corporate action, legal proceedings or other analogous procedure or step is taken in any jurisdiction in relation to the suspension of payments, winding-up, or dissolution of any Obligor, or any composition, compromise, assignment or arrangement with any creditor of any Obligor, or the appointment of a liquidator, receiver, or other similar officer in respect of any Obligor.

The Obligors' Parent has also agreed to provide certain indemnities to the Platform Provider under the APMSA, including (but not limited to) indemnities against any losses directly suffered for or on account of tax, reasonable losses incurred as a direct result of any APMSA Event of Default or failure by any Obligor to pay any amount due under the APMSA, and any costs, expenses, claims or losses incurred as a result of the incorrect calculation by any Obligor of the amount of any Receivable uploaded in an Electronic Data File.

Subject to the consent of the Obligors' Parent (which will not be unreasonably withheld), the Platform Provider may assign, transfer or deal in any other manner with any VM Account Receivable that has been transferred to it, and/or all of its rights against any Obligor or under the APMSA, in part or in whole, to any third party; *provided, however,* that the Platform Provider may transfer any of its rights in VM Accounts Receivable to any of its affiliates without the consent of the Obligors' Parent if the Platform Provider promptly (and in any event, within three Business Days of such transfer) provides written notice to the Obligors' Parent of such transfer. No Obligor may so assign or transfer its respective rights and obligations under the APMSA without the written consent of the Platform Provider, and such consent shall not be unreasonably withheld or delayed.

Each of the Platform Provider and the Obligors' Parent may unilaterally terminate the APMSA upon notice to the other parties, if any other party breaches a material provision of the APMSA and fails to cure such breach within 10 days following written notice from another party requiring them to remedy such breach. The Platform Provider may also terminate the APMSA: (i) for any reason upon 12 months' prior written notice to the Obligors' Parent and LGC; and (ii) immediately, upon written notice, if it becomes unlawful for the Platform Provider in

any applicable jurisdiction to perform any of its obligations thereunder. The Obligors' Parent or LGC may terminate the APMSA for any reason upon 20 Business Days' prior written notice to the Platform Provider. Following termination of the APMSA, the Obligors will no longer be permitted to use to the SCF Platform. All rights, duties and obligations of the parties to the APMSA with respect to the Payment Obligations posted to the SCF Platform prior to the effective date of any termination shall survive the termination of the APMSA.

The Accounts Payable Management Services Agreement is governed by English law.

New VM Financing Facility Agreement

The following contains a summary of the material provisions of the New VM Financing Facility Agreement. It does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the underlying documents. Some of the terms used herein are defined in the New VM Financing Facility Agreement, and the Issuer has not included all of such definitions herein.

The New VM Financing Facility Agreement will be a senior credit facility agreement entered into on the Issue Date between, amongst others, the Issuer as the lender, VMIH as the borrower and The Bank of New York Mellon, London Branch as the administrator. The below summary of the New VM Financing Facility Agreement is qualified in its entirety by reference to the text of the New VM Financing Facility Agreement, a copy of which is attached as Annex A to this Offering Circular.

Pursuant to the New VM Financing Facility Agreement, the Issuer has agreed to make available to the New VM Financing Facility Borrower (i) the Excess Cash Facility, (ii) the Interest Facility and (iii) the Issue Date Facility (all collectively referred to herein as the "**New VM Financing Facility**"). The interest rate for each interest period on (i) the Excess Cash Loans will be 4.875% per annum; (ii) the Interest Facility Loans will be 0% per annum and (iii) the Issue Date Facility Loans will be 4.875% per annum. Interest will accrue daily from and including the first day of an interest period and is payable on the date that is one Business Day before the last day of each interest period and on the date of any repayment or prepayment of a Loan, and is calculated on the basis of a 360-day year comprised of twelve 30 day months. The interest period for each Loan will commence on the Utilisation Date for that Loan and end on the next Interest Payment Date, and each successive interest period shall commence on an Interest Payment Date and end on the next Interest Payment Date.

The indebtedness under the New VM Financing Facility Agreement will be unsecured. The New VM Financing Facility Agreement will also provide that the New VM Financing Facility Borrower may give notice to the Administrator (on behalf of the Issuer) that it wishes to include any Affiliate of the New VM Financing Facility Borrower (a "**Permitted Affiliate Parent**") and the subsidiaries of any such Permitted Affiliate Parent as members of the Group for the purposes of the New VM Financing Facility Agreement, subject to certain conditions being satisfied.

Repayments and Prepayments

The Excess Cash Loans will be repaid pursuant to prior notice from the Administrator confirming that the Issuer requires cash (i) for the purchase of Receivables, (ii) for the redemption of all or part of the Notes or (iii) for cash in connection with an Approved Exchange Offer; *provided that*, the New VM Financing Facility Borrower will also repay all outstanding Excess Cash Loans by one Business Day before the earlier of (i) the Termination Date relating to the Excess Cash Facility and (ii) any date for redemption of all the Notes in full.

The Interest Facility Loans will be repaid or deemed repaid (i) pursuant to prior notice from the Administrator confirming that the Issuer requires cash for payment of interest due and payable on the Notes (subject to the receipt of any Term Shortfall Payment as described under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes—Payment of Interest on the Notes*"); (ii) in an amount equal to the Term Excess Arrangement Payment (as described under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes—Payment of Interest on the Notes*") if due and payable by the Issuer under the New VM Financing Facility Agreement); (iii) in an amount equal to the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account (as defined in the New VM Financing Facility Agreement) will be insufficient to pay the interest due and payable by the Issuer on the Notes on any date for redemption of the Notes that is not an Interest Payment Date; or (iv) pursuant to prior notice from the Administrator confirming that the Issuer requires cash in connection with an Approved Exchange Offer; *provided that*, the New VM Financing Facility Borrower will also repay all outstanding Interest Facility Loans by one Business Day before the earlier of (i) the Termination Date relating to the Interest Facility and (ii) any date for redemption of all the Notes in full.

The Issue Date Facility Loans will be repaid on or before the Termination Date relating to the Issue Date Facility.

In addition to the repayments described above, the New VM Financing Facility Agreement will contain provisions in relation to voluntary prepayment. The indebtedness under the New VM Financing Facility Agreement may be voluntarily prepaid, as the New VM Financing Facility Borrower may prepay all of the New VM Financing Facility Loans and cancel all of the Commitments of the Issuer on three Business Days' (or shorter period as agreed by the Administrator) prior notice, subject to certain provisions. Following receipt of notice from the Issuer that a Tax Event has occurred or will occur, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, the New VM Financing Facility Borrower is permitted to prepay all of the Loans and cancel all of the Commitments of the Issuer, subject to certain provisions. Additionally, for so long as a Drawstop Event (as defined in the New VM Financing Facility Agreement) has occurred and is continuing, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, the New VM Financing Facility Borrower is permitted to prepay all or part of the Interest Facility Loans and/or Excess Cash Loans, but such prepayment shall not result in the cancellation of the Commitments of the Issuer.

The New VM Financing Facility must also be prepaid (including all Assigned Receivables) on the occurrence of any illegality (as described in the New VM Financing Facility Agreement) subject to certain conditions.

Fees

The New VM Financing Facility Borrower and the Issuer will pay each other fees at the times and in the amounts as described under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes—Payment of Interest on the Notes*".

Summary of New VM Financing Facility Agreement

A summary of the New VM Financing Facility Agreement is set forth below. This summary is qualified in its entirety by reference to the text of the New VM Financing Facility Agreement, a copy of which is attached as Annex A to this Offering Circular and which is incorporated herein by reference.

Borrower:	Virgin Media Investment Holdings Limited.
Guarantors:	Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited. Any Subsidiary Obligor which accedes to the APMSA in accordance with its terms (other than the Excluded Buyer) shall also be a guarantor under the New VM Financing Facility Agreement, and any Subsidiary Obligor which resigns from the APMSA in accordance with its terms (and the terms of the Agency and Account Bank Agreement) shall cease to be a guarantor under the New VM Financing Facility Agreement.
Lender:	Dolya Holdco 17 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes III Designated Activity Company)
Group:	Group means: The New VM Financing Facility Borrower, any Permitted Affiliate Parent and any Subsidiary of the New VM Financing Facility Borrower or a Permitted Affiliate Parent from time to time, other than any Unrestricted Subsidiary. "Unrestricted Subsidiary" means: (a) any Subsidiary of the New VM Financing Facility Borrower or a Permitted Affiliate Parent that at the time of determination is

designated an Unrestricted Subsidiary by the Board of Directors of the New VM Financing Facility Borrower or a Permitted Affiliate Parent; and

(b) any Subsidiary of an Unrestricted Subsidiary.

Administrator: The Bank of New York Mellon, London Branch.

Increase Confirmation At the time of any issuance of Further Notes, the Issuer, the Administrator and the New VM Financing Facility Borrower shall, by executing an Increase Confirmation (as defined in the New VM Financing Facility Agreement), increase the Commitments under the Excess Cash Facility, the Interest Facility and the Issue Date Facility, if applicable, by including new Commitments of the Issuer on the terms set out in the New VM Financing Facility Agreement.

Purpose:

(a) The Excess Cash Loans shall be applied toward the general corporate and working capital purpose of the Group.

(b) The Interest Facility Loans shall be applied towards the general corporate and working capital purposes of the Group.

(c) The Issue Date Facility Loans shall be applied towards the general corporate and working capital purposes of the Group.

Interest: The interest rate for each interest period on:

(a) the Excess Cash Loans will be 4.875% per annum;

(b) the Interest Facility Loans will be 0% per annum, and

(c) the Issue Date Facility Loans will be 4.875% per annum.

Interest will accrue daily from and including the first day of an interest period and is payable on the date that is one Business Day before the last day of each interest period and on the date of any repayment or prepayment of a Loan, and is calculated on the basis of a 360-day year comprised of twelve 30 day months.

Utilisation So long as (i) no Drawstop Event (as defined in the New VM Financing Facility Agreement) has occurred and is continuing and (ii) no Notes Acceleration Event (as defined in the New VM Financing Facility Agreement) has occurred:

(a) Excess Cash Loans will be funded in the amounts and at the times described in "*Excess Cash Facility*".

(b) Interest Facility Loans will be funded in the amounts and at the times described in "*Interest Facility*".

(c) The Issue Date Facility Loans will be funded in the amount and at the time described in "*Issue Date Facility*".

Repayment: The Excess Cash Loans will be repaid pursuant to prior notice from the Administrator confirming that the Issuer requires cash (i) for the purchase of Receivables, (ii) for the redemption of all or part of the Notes or (iii) for cash in connection with an Approved Exchange Offer; *provided that*, the New VM Financing Facility Borrower will also repay all outstanding Excess Cash Loans by one Business Day before the earlier of (i) the Termination Date relating to the Excess Cash Facility and (ii) any date for redemption of all the Notes in full.

The Interest Facility Loans will be repaid (i) pursuant to prior notice from the Administrator confirming that the Issuer requires cash for

payment of interest due and payable on the Notes (subject to the receipt of any Term Shortfall Payment as described under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes—Payment of Interest on the Notes*", (ii) in an amount equal to the Term Excess Arrangement Payment (as described under the "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes—Payment of Interest on the Notes*") which is due and payable under the New VM Financing Facility Agreement), (iii) in an amount equal to the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account (as defined in the New VM Financing Facility Agreement) will be insufficient to pay the interest due and payable by the Issuer on the Notes on any date for redemption of the Notes that is not an Interest Payment Date or (iv) pursuant to prior notice from the Administrator confirming that the Issuer requires cash in connection with an Approved Exchange Offer; provided that, the New VM Financing Facility Borrower will also repay all outstanding Interest Facility Loans by one Business Day before the earlier of (i) the Termination Date relating to the Interest Facility and (ii) any date for redemption of all the Notes in full.

The Issue Date Facility Loans will be repaid in full on or before the Termination Date relating to the Issue Date Facility.

Voluntary Prepayment:

(a) Following receipt of notice from the Issuer that a Tax Event has occurred or will occur, on three business days' (or shorter period as agreed by the Administrator) prior notice, the New VM Financing Facility Borrower is permitted to prepay all of the Loans and cancel all of the Commitments of the Issuer, subject to certain provisions.

(b) Voluntary prepayment by the New VM Financing Facility Borrower of all of the Loans and cancellation of all of the Commitments of the Issuer is permitted on three business days' (or shorter period as agreed by the Administrator) prior notice, subject to certain provisions.

(c) For so long as a Drawstop Event (as defined in the New VM Financing Facility Agreement) has occurred and is continuing, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, the New VM Financing Facility Borrower is permitted to prepay all or part of the Interest Facility Loans and/or Excess Cash Loans; *provided that* such prepayment shall not result in the cancellation of the Commitments of the Issuer.

Change of Control Prepayment Offer:

Within 30 Business Days of a Change of Control, the New VM Financing Facility Borrower shall (i) promptly notify the Issuer that a Change of Control has occurred or will occur; and (ii) offer to prepay all of the Loans outstanding and cancel the facilities under the New VM Financing Facility Agreement at par, specifying the date of prepayment (the "VM Change of Control Prepayment Date"). Within 15 days following receipt of such prepayment offer, the Issuer will launch a Maturity Consent Solicitation (as defined in the Trust Deed). Within 45 days following receipt of such prepayment offer, the Issuer shall notify the New VM Financing Facility Borrower of its acceptance (a "**Change of Control Acceptance**") or rejection of the prepayment offer. Following a Change of Control Acceptance, on the VM Change of Control Prepayment Date, the Commitments of the Issuer will immediately be cancelled and the New VM Financing

Facility Borrower shall repay the Loans. The New VM Financing Facility Borrower shall procure that any and all Assigned Receivables are repaid or prepaid on or prior to the VM Change of Control Prepayment Date.

Cancellation:

Any unutilized amount of a facility will be cancelled on the earlier of; (i) the end of its Availability Period (as defined in the New VM Financing Facility Agreement); and (ii) the redemption of all of the Notes in full.

Information Undertakings:

(a) If a change in law or the status of the New VM Financing Facility Obligors or its shareholders, obliges the Administrator or the Issuer to comply with "know our customer laws", the New VM Financing Facility Obligors must promptly supply the necessary information.

(b) The New VM Financing Facility Borrower must notify the Administrator of any Default or Event of Default within 30 days after the occurrence of any Default or Event of Default.

Reporting Undertakings:

The New VM Financing Facility Borrower or any Permitted Affiliate Parent must provide:

(a) within 150 days after the end of each fiscal year, an annual report of the Reporting Entity.

(b) within 60 days at the end of the first three fiscal quarters in each fiscal year, a quarterly report of the Reporting Entity.

(c) within 10 days after the occurrence of any change in the independent public accountants of the Reporting Entity (unless such change is made in conjunction with a change in the auditor of the Ultimate Parent), any material acquisition or disposal of the Reporting Entity and its Restricted Subsidiaries, taken as a whole, and any material development in the business of the Reporting Entity and its Restricted Subsidiaries, taken as a whole.

Negative Undertakings:

The New VM Financing Facility Agreement contains certain negative undertakings that, subject to certain customary and other agreed exceptions, limit the ability of the New VM Financing Facility Borrower, any Permitted Affiliate Parent and each Restricted Subsidiary to, amongst other things:

- 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 Restricted Subsidiaries to pay dividends or make other payments to the New VM Financing Facility Borrower, any Permitted Affiliate Parent or any other Restricted Subsidiary;
- transfer, lease or sell certain assets including subsidiary stock;
- merge or consolidate with other entities; and
- enter into certain transactions with affiliates.

Events of Default:	Customary for this type of agreement, including without limitation (and subject to agreed exceptions, thresholds, materiality and grace periods): (a) non-payment of any interest on any Loan when due, which is continuing for 30 days; (b) non-payment of principal or premium, if any, on any Loan when due at its Termination Date; (c) failure of any Obligor to comply with provisions of Finance Documents after 60 days' notice; provided that the New VM Financing Facility Borrower or the Permitted Affiliate Parent has 90 days to comply with filing requirements (including filing of annual, quarterly and current reports); (d) default under any mortgage, indenture or other instrument in respect of Indebtedness for borrowed money which results from non-payment under that instrument or causes acceleration under that instrument in respect of an amount of £75.0 million or more; (e) certain events of bankruptcy, insolvency, or reorganization of the New VM Financing Facility Borrower, a Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to the New VM Financing Facility Agreement), would constitute a Significant Subsidiary, have been commenced; (f) non-payment of final judgments in excess of £75.0 million by an Obligor or a Significant Subsidiary; (g) a guarantee of a Significant Subsidiary ceases to be in full force and effect or is declared invalid or unenforceable in a judicial proceeding and such default continues for 30 days after notice specified in the New VM Financing Facility Agreement.
Tax:	All payments must be made free and clear of any taxes or deductions or withholdings for taxes whatsoever except in relation to (i) a FATCA Deduction (as defined in the New VM Financing Facility Agreement) or (ii) a deduction or withholding for or on account of any bank levy; New VM Financing Facility Borrower to gross-up if necessary such that amount received is equal to amount that would have been received in the absence of such taxes.
Amendments and Waivers:	Any term of the Finance Documents can be amended or waived only with the consent of the Issuer and the New VM Financing Facility Borrower.
Transferability:	General restriction on the New VM Financing Facility Obligors assigning or transferring their interests under the New VM Financing Facility Agreement. The Issuer may not assign its rights and obligations under the New VM Financing Facility Agreement without the consent of any New VM Financing Facility Obligor except consent of the New VM Financing Facility Obligors is not required in connection with security in respect of its obligations under the Notes.
Law:	English.
Miscellaneous:	The New VM Financing Facility Agreement contains service of process and submission to English jurisdiction clauses.

The New VM Financing Facility Agreement contains standard limited recourse and non-petition provisions with respect to the Issuer.

Expenses Agreement

On the Issue Date, the Issuer will enter into the Expenses Agreement with VMIH, under which VMIH will agree to pay, or reimburse the Issuer for, certain obligations of the Issuer, including in respect of the maintenance of the Issuer's existence, certain fees and expenses in relation to the issuance of Notes, the payment of certain tax liabilities of the Issuer (including any tax, withholding or deduction which is payable by or to be borne by the Issuer pursuant to any Transaction Document), the payment of Additional Amounts (as defined in Condition 9 ("*Taxation*")) pursuant to the Trust Deed following certain tax events, the payment of any premiums on any redemption pursuant to the Trust Deed and the payment of any additional interest required to be paid under the Notes on overdue principal and interest.

The Expenses Agreement contains standard limited recourse and non-petition provisions with respect to the Issuer.

The Expenses Agreement will be governed by English law.

Corporate Administration Agreement

On or prior to the Issue Date, the Issuer and the Corporate Servicer will enter into the Corporate Administration Agreement, pursuant to which the Corporate Servicer performs various management functions on behalf of the Issuer, including the provision of certain clerical, reporting, accounting, administrative and other services until termination of the Corporate Administration Agreement. In consideration for the foregoing, the Corporate Servicer receives various fees and other charges payable by the Issuer at rates agreed upon from time to time plus expenses.

The terms of the Corporate Administration Agreement provide that either party may terminate the Corporate Administration Agreement upon the occurrence of certain stated events, including any material breach by the other party of its obligations under the Corporate Administration Agreement which is either incapable of remedy or which is not cured within 30 days from the date on which it was notified of such breach. In addition, either party may terminate the Corporate Administration Agreement at any time by giving not less than 2 months' written notice to the other party. The termination of the Corporate Servicer becomes effective only upon the appointment by the Issuer of a successor corporate servicer.

The Corporate Administration Agreement contains standard limited recourse and non-petition provisions with respect to the Issuer.

The Corporate Administration Agreement is governed by Irish law.

Issue Date Arrangements Agreement

On or before the Issue Date, VMIH, the Issuer and the Share Trustee will enter into the Issue Date Arrangements Agreement. On the Issue Date and pursuant to the Issue Date Arrangements Agreement: (i) VMIH will pay to the Share Trustee an amount representing the proceeds of the Issue Date Shares required to be subscribed to by the Share Trustee (the "**Subscription Proceeds**") and £100 as profit to be paid to the Share Trustee (the "**Subscriber Profit**") in return for the Share Trustee procuring that the Issuer enters into certain Transaction Documents or amendments thereto on or prior to the Issue Date, and (ii) in consideration for the Issuer agreeing to enter into Transaction Documents and the payment by VMIH to the Share Trustee of the Subscription Proceeds and the Subscriber Profit, the Share Trustee will subscribe for, and the Issuer will allot an amount of the Issuer's Class B, non-voting and non-dividend bearing shares equal to the Minimum Issuer Capitalization Amount (the "**Issue Date Shares**") credited as fully paid (together, the "**Issue Date Arrangements**"). None of the Issuer, the Share Trustee or VMIH will be obliged to satisfy their respective obligations under the Issue Date Arrangements Agreement unless the Issue Date Arrangements are completed simultaneously and the Conditions to Completion (as defined below) have been completed to the satisfaction of each of the Issuer, the Share Trustee and VMIH.

Following execution of the Issue Date Arrangements, the Issuer will lend the Subscription Proceeds to VMIH under the Issue Date Facility. Each of the Issuer, the Share Trustee and VMIH will agree, pursuant to the

Issue Date Arrangements Agreement and for ease of settlement, that VMIH's obligation to pay the Subscription Proceeds and Subscriber Profit to the Share Trustee and the Share Trustee's obligation to pay the Subscription Proceeds to the Issuer and the Issuer's obligation to fund an Issue Date Facility Loan in an amount equal to the Subscription Proceeds to VMIH shall all be settled, to the extent possible, on a cashless basis. Thus, in practice, nearly all of the payment by VMIH to the Share Trustee will ultimately be lent back to VMIH under the Issue Date Facility, and the sole payment to be made on the Issue Date pursuant to the Issue Date Arrangements Agreement shall be an amount of £100 representing the Subscriber Profit payable by VMIH to the Share Trustee in satisfaction of the net amount outstanding after setting off all payments due by each of the Issuer, the Share Trustee and VMIH in connection with the Issue Date Arrangements and the funding of the Issue Date Facility Loan.

Completion of the subscription for the Issue Date Shares, if any, by the Share Trustee will be dependent upon the following conditions (the "**Conditions to Completion**") having been satisfied: (i) the Share Trustee, in its capacity as the existing shareholder and holder of the 1 fully paid up and issued ordinary share of the Issuer (the "**Existing Share**"), having caused a resolution by it to be passed (a) adopting the agreed form Constitution in substitution for, and to the exclusion of, the existing constitution of the Issuer, and (b) increasing the Issuer's share capital to the authorized share capital set out in Schedule 2 to the Issue Date Arrangements Agreement; (ii) the Issuer having caused a board meeting to be held at which it is resolved that on the Issue Date, the Issue Date Shares will be allotted and issued in accordance with the terms of the Issue Date Arrangements Agreement, and the name of the Share Trustee (or its nominee) will be entered into the register of members of the Issuer as the registered holder of the Issue Date Shares; and (iii) each of the Issuer, the Share Trustee and VMIH having entered into each Transaction Document to which it is party on the Issue Date. Upon satisfaction of the Conditions to Completion and the subscription by the Share Trustee for the Issue Date Shares, the Issuer shall, *inter alia*, enter into the applicable Transaction Documents and deliver certain documents (including copies of the resolutions required, and minutes of the board meeting held, pursuant to the Conditions to Completion) to the Share Trustee.

As of the date of the Issue Date Arrangements Agreement, the Issuer and the Share Trustee (in its capacity as holder of the Existing Share) will each represent and warrant to the Share Trustee (in its capacity as subscriber formed under the laws of Ireland of the Issue Date Shares) that, *inter alia*: (i) the Share Trustee holds the Existing Share on charitable trust pursuant to the Declaration of Trust; (ii) following the Share Trustee's subscription for the Issue Date Shares, the Shares comprise the whole of the allotted and issued share capital of the Issuer; (iii) save for any agreement to the contrary described in the Transaction Documents (including the Issue Date Arrangements agreed to in the Issue Date Arrangements Agreement), there is no Encumbrance (as defined in the Issue Date Arrangements Agreement) nor any agreement, arrangement or obligation to create or give any Encumbrance affecting any of the Shares or any of the issued or unissued shares of the Issuer, nor any agreement, arrangement or obligation in force which calls for the present or future allotment, issue or transfer of any share or loan capital of the Issuer, and no share or loan capital has been created, allotted, issued, acquired, repaid or redeemed by the Issuer; (iv) the Shares are fully paid up or credited as fully paid up; and (v) the execution or performance of the Issue Date Arrangements Agreement and all other applicable Transaction Documents will not give rise to, or cause to become exercisable, any right of pre-emption over the Issue Date Shares, will not entitle any person to receive from the Issuer any finder's fee, brokerage or other commission in connection with the subscription by the Share Trustee for the Issue Date Shares, and will not conflict with, result in the breach of, or constitute a default under, any of the terms, conditions or other provisions of any other agreement to which the Issuer is party or any provision of the constitution of the Issuer. Furthermore, the Share Trustee will represent and warrant to the Issuer and VMIH that: (i) the Shares will always be subject to the Declaration of Trust, and (ii) it will not, subject to the provisions of the other Transaction Documents, vary the terms of, or terminate, the trust constituted by the Declaration of Trust without the consent of the Issuer and VMIH.

The Issue Date Arrangements Agreement will contain standard limited recourse and non-petition provisions with respect to the Issuer.

The Issue Date Arrangements Agreement will be governed by Irish law.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes in the form (subject to completion and amendment) in which they will be set out in the Trust Deed. These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, and the Agency and Account Bank Agreement and the other Transaction Documents (each as defined below).

The £500.0 million aggregate principal amount of 4.875% Vendor Financing Notes due 2028 (the "**Notes**") of Dolya Holdco 17 Designated Activity Company (to be renamed Virgin Media Vendor Financing III Designated Activity Company) (the "**Issuer**") are constituted by a trust deed (as amended, amended and restated, novated, supplemented or otherwise modified from time to time, the "**Trust Deed**") to be dated June 17, 2020 (the "**Issue Date**") between, among others, the Issuer, BNY Mellon Corporate Trustee Services Limited (in this capacity, together with any successor, substitute or replacement the "**Notes Trustee**") as trustee for the holders of the time being of the Notes (the "**Noteholders**") and security trustee (in this capacity, together with any successor, substitute or replacement, the "**Security Trustee**") as security trustee for the Secured Parties. The Notes Trustee will not accede to the Group Intercreditor Deed or the High Yield Intercreditor Deed and the Noteholders will not be bound by the terms of these intercreditor arrangements.

The expression "**Notes**" shall in these Conditions, unless the context otherwise requires, include the Notes offered hereby as well as any Further Notes (as defined below) issued pursuant to Condition 20 (*Issue of Further Notes*). Any Further Notes which are issued shall form a single class with the Notes issued on the Issue Date then outstanding. The Notes are subject to these terms and conditions (the "**Conditions**").

Overview of the Structure of the Offering of the Notes

As part of the Transactions, the Issuer intends to issue £500.0 million aggregate principal amount of the Notes. As more fully described below, the proceeds from the offering of the Notes will be used to purchase eligible payment obligations and accounts receivable relating thereto owing by VMIH and certain of its subsidiaries, to make certain loans available to VMIH and for the other purposes described herein. Defined terms used but not defined herein have the meaning ascribed to them in the "*Definitions*" section.

In the course of their business, VMIH and its subsidiaries purchase goods and/or services from suppliers pursuant to the terms of various supply contracts, and those suppliers issue invoices requiring the relevant Obligor (as defined below) to make payment for the purchase of such goods and/or services on the terms specified in the applicable invoice and supply contract. Each invoice evidences an amount payable by an Obligor to a Supplier (as defined below) as a result of an existing business relationship and includes all rights attaching thereto under the relevant contract to which such invoice relates (as further described in "*Description of the Receivables*" included elsewhere in this Offering Circular, each a "**Receivable**" and collectively, the "**Receivables**"). From time to time, an Obligor or Liberty Global Capital Limited ("**LGC**") on its behalf or VMIH may upload an Electronic Data File containing details of Receivables payable to a Supplier (as defined in Condition 1 (*Definitions and Principles of Construction*)) on to the SCF Platform (as defined below) (an "**Upload**"). The designation of such uploaded Receivables as "approved" by an Obligor will give rise to such Receivable being an "**Approved Platform Receivable**". As further described below, immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will immediately give rise to new independent and primary obligations of each Obligor, jointly and severally, to make or cause payment to be made to the Relevant Recipient on the Confirmed Payment Date (as defined below) in respect of such Approved Platform Receivable (a "**Payment Obligation**"). Each Electronic Data File will, among other things, specify the Net Amount payable to the relevant Supplier in respect of Approved Platform Receivables, the date such Net Amount should be paid (the "**Net Amount Payment Date**") and the date on which such Payment Obligation (which arises following an SCF Transfer) and the related Approved Platform Receivable will be paid (which date will be a date up to 360 days from the original invoice date, a "**Confirmed Payment Date**").

Pursuant to the Framework Assignment Agreement (as defined below), the Platform Provider may subsequently offer to sell and assign (including pursuant to the Block Transfer) to the Issuer, on a non-recourse basis, eligible Payment Obligations and the related Receivables (solely to the extent that such Receivables have been acquired by the Platform Provider) (collectively and as further described and defined below, the "**VM Accounts Receivable**").

On or about the Issue Date, the Issuer will use the net proceeds from the offering of the Notes *plus* any upfront payment payable by VMIH under the New VM Financing Facility Agreement (as defined below) to finance the purchase of eligible VM Accounts Receivable pursuant to the terms and conditions of the Framework Assignment Agreement (including pursuant to the Block Transfer). To the extent that such proceeds from the offering of the Notes exceed the amount of VM Accounts Receivable available for purchase by the Issuer on the first Value Date (as defined below) falling on or after the Issue Date, the Issuer will advance any such excess proceeds to VMIH as a revolving loan under the New VM Financing Facility Agreement (an "**Excess Cash Loan**", and collectively with other loans advanced under the Excess Cash Facility (as defined below) from time to time, the "**Excess Cash Loans**").

Following the Issue Date, as VM Accounts Receivable purchased by the Issuer (the "**Assigned Receivables**") are settled on the Confirmed Payment Date, the Platform Provider (acting as collection agent for the Issuer under the Framework Assignment Agreement) will receive an amount (a "**Collected Amount**") from the relevant Obligor to pay an amount equal to the Outstanding Amount (as defined below) relating to such Assigned Receivables. The Issuer will use the Collected Amount, *less* the portion of such Collected Amount comprising Premium (as defined below) (each such difference, a "**Collected Principal Amount**"), to purchase (through the Platform Provider) new VM Accounts Receivable, to the extent available for purchase, or to advance such funds to VMIH as additional Excess Cash Loans. Excess Cash Loans will bear a rate of interest of 4.875%. The rate of interest on the Excess Cash Loans, together with the interest earned on the Issue Date Facility Loans (as defined below) under the Issue Date Facility (as defined below), is intended to provide the Issuer with the same rate of return in respect of the Committed Principal Proceeds (as defined below) not invested in VM Accounts Receivable (including any Retained Collected Amount (as defined below)) as Noteholders will receive in respect of the Notes. Interest on the Excess Cash Loans and the Issue Date Facility Loans will be computed on the basis of a 360-day year comprising twelve 30-day months. From time to time, as further VM Accounts Receivable become available for purchase through the SCF Platform, the Issuer will, directly or indirectly, fund such purchases with Collected Principal Amounts and any Purchase Price Return Amounts (as defined below) which are expected to be credited to the Issuer on the relevant Value Date (as defined below) (such amounts, collectively, "**Interim Platform Amounts**"), and to the extent such purchases cannot be fully funded by Interim Platform Amounts, by demanding from VMIH, on a weekly basis, repayment of a principal amount of Excess Cash Loans then outstanding equal to such shortfall.

The primary sources of payment of interest on the Notes will be:

1. the premium earned by the Issuer on Assigned Receivables (the "**Premium**"), being an amount equal to the difference between (i) the Outstanding Amounts (as further defined and described below under "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*") collected upon maturity thereof, *less* (ii) the Purchase Price Amounts (as further defined and described below under "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*") at which such Assigned Receivables are purchased by the Issuer; and

2. the interest earned by the Issuer on Excess Cash Loans and the Issue Date Facility Loans made to VMIH under the New VM Financing Facility Agreement (the "**VM Facilities Interest**").

Additionally, the Issuer may, from time to time, receive interest paid by the Platform Provider on (i) Retained Collected Amounts (being Collected Amounts which have not been paid to the Issuer towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable) (such interest, the "**Retained Collected Amount Interest**" collectively with the Excess Requested Purchase Price Interest (as defined below), the "**Retained Amount Interest**"); and (ii) Excess Requested Purchase Price Amounts (as defined below), being funds transferred to the Platform Provider which have not been applied towards the purchase of new VM Accounts Receivables on the relevant Value Date (such interest, the "**Excess Requested Purchase Price Interest**", and collectively with the Unutilised Collected Amounts (as defined below), the "**Purchase Price Return Amounts**"). The Retained Amount Interest will be calculated in accordance with the Framework Assignment Agreement (as described below) and the Agency and Account Bank Agreement (as described elsewhere in this Offering Circular), and will be deemed to accrue on the basis of a 360-day year comprised of twelve 30-day months.

The Premium, the VM Facilities Interest and the Retained Amount Interest are, collectively, the "**Interest Proceeds**". To the extent the Interest Proceeds earned during an interest payment period are insufficient to fund scheduled payments of interest on the Notes, the deficiency will be made up by VMIH via a Shortfall Payment (as defined below) to be paid to the Issuer.

The primary sources of repayment of principal on the Notes, on the Maturity Date or at early redemption of the Notes in accordance with the Conditions, will be:

1. the Collected Principal Amounts repaid in respect of Assigned Receivables at their respective maturities; and
2. repayments of Excess Cash Loans and (with respect to repayment of principal on the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions) Issue Date Facility Loans.

Additionally, the Issuer may, from time to time, receive repayments from the Platform Provider of Purchase Price Return Amounts (if any), which will be applied towards repayment of principal on the Notes on the Maturity Date or at early redemption of the Notes in accordance with the Conditions.

Whether in respect of settlement of Assigned Receivables, repayment of loans advanced under the New VM Financing Facility Agreement or funding of any Shortfall Payment, among other payment obligations, the Issuer will ultimately be reliant on funds from VMIH and certain of its subsidiaries to make payments due under the Notes.

In connection with the Transactions, the Issuer will enter into the following agreements, among others:

1. the Framework Assignment Agreement, pursuant to which the Issuer will periodically use any Excess Cash to purchase available VM Accounts Receivable. References to "**Excess Cash**" are to uninvested funds in an amount equal to (i) the Committed Principal Proceeds, *minus* (ii) the Requested Purchase Price Amounts paid by the Issuer (taking into account any Interim Platform Amount) for any Assigned Receivables outstanding as of the relevant determination date;
2. the New VM Financing Facility Agreement, pursuant to which the Issuer will (i) make loans (each, an "**Interest Facility Loan**" and collectively, the "**Interest Facility Loans**") to VMIH under the Interest Facility (as defined below), (ii) to the extent that VM Accounts Receivable are not available for purchase through the SCF Platform, use Excess Cash to make Excess Cash Loans to VMIH under the Excess Cash Facility, (iii) make any Issue Date Facility Loans to VMIH under the Issue Date Facility, and (iv) make certain payments to VMIH (including any Excess Arrangement Payment (as defined below)), and pursuant to which VMIH will make certain payments to the Issuer (including any Shortfall Payment);
3. the Expenses Agreement, pursuant to which the Issuer will be entitled to (i) receive reimbursement from VMIH in respect of certain fees and expenses of the Issuer, including certain fees and expenses in relation to the issuance of the Notes, and (ii) receive certain payments from VMIH in respect of amounts that may become due and payable in respect of the Notes, including certain fees and expenses in relation to the issuance of the Notes, certain tax liabilities of the Issuer, any Additional Amounts (as defined in this section titled "*Terms and Conditions of the Notes*"), any premiums on redemption of the Notes, and any interest on overdue amounts under the Notes; and
4. the Agency and Account Bank Agreement, pursuant to which The Bank of New York Mellon, London Branch as administrator will agree, among other things, to provide certain portfolio administration and calculation services to and/or on behalf of the Issuer.

The terms of the Expenses Agreement, the New VM Financing Facility Agreement (including the Interest Facility, the Excess Cash Facility and the Issue Date Facility thereunder), the Agency and Account Bank Agreement, the Framework Assignment Agreement and the APMSA (as defined below) are more fully described below under "*New VM Financing Facility*", "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*", "*Accounts Payable Management Services Agreement*", and "*Summary of Principal Documents*" found elsewhere in this Offering Circular.

Issuer Transaction Accounts

As part of the Transactions, the Issuer will establish and maintain three dedicated transaction accounts:

1. an "**Issuer Collection Account**", through which the Issuer will, among other things, receive payments of Collected Amounts on Assigned Receivables, other payments (if any) from the Platform Provider pursuant to the Framework Assignment Agreement, and payments of amounts under the New VM Financing Facility Agreement (with any such payments and amounts so received being immediately credited to the Interest Proceeds Account or the Principal Proceeds Account, as applicable);

2. an "**Interest Proceeds Account**", through which the Issuer will, among other things, finance the payment of interest on the Notes; and

3. a "**Principal Proceeds Account**" (together with the Issuer Collection Account and the Interest Proceeds Account, the "**Issuer Transaction Accounts**"), through which the Issuer will, among other things, finance its periodic purchases of VM Accounts Receivable available through the SCF Platform and the ultimate repayment of principal on the Notes.

The Interest Proceeds Account

Subsequent to the Issue Date, and from time to time, the Issuer will deposit into the Interest Proceeds Account:

1. upon maturity and repayment of each Assigned Receivable, an amount equal to the Premium earned by the Issuer upon collection (collectively, the "**Collected Premium Amounts**");

2. any Retained Amount Interest paid by the Platform Provider;

3. any VM Facilities Interest;

4. the proceeds from the repayment of any Interest Facility Loan; and

5. any Shortfall Payment paid by VMIH pursuant to the New VM Financing Facility Agreement.

Subsequent to the Issue Date and from time to time, the Issuer will use the funds available in the Interest Proceeds Account:

1. to fund the payment of interest on the Notes on each scheduled Interest Payment Date or otherwise upon redemption of the Notes;

2. to make Interest Facility Loans to VMIH on a daily basis; and

3. to fund payment of any Excess Arrangement Payment (as defined below), when due and payable, to VMIH pursuant to the New VM Financing Facility Agreement.

The Principal Proceeds Account

On the Issue Date, the Issuer will have an amount available for the purchase of VM Accounts Receivable equal to an amount representing the net proceeds of the Notes offered hereby, *plus* the net proceeds of the issuance of any Further Notes *plus*, in each case, any upfront payments payable by VMIH pursuant to the New VM Financing Facility Agreement in connection therewith (the "**Committed Principal Proceeds**"). On the Issue Date, the Committed Principal Proceeds will equal £500.0 million. On or about the Issue Date, the Issuer will (i) firstly, deposit into the Principal Proceeds Account an amount of the Committed Principal Proceeds equal to the amount required for the purchase of VM Accounts Receivable by the Issuer on the first Value Date falling on or after the Issue Date (a "**Requested Purchase Price Amount**") (or will direct that payment be made directly for such purchase for its account by the Common Depositary), and (ii) secondly, use any remaining Committed Principal Proceeds to fund an initial Excess Cash Loan to VMIH under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement. Subsequent to the Issue Date, and from time to time, the Issuer will deposit into the Principal Proceeds Account:

1. upon the maturity and repayment of each Assigned Receivable, an amount equal to the Collected Principal Amount on such Assigned Receivable which has been returned to the Issuer upon the ultimate collection of such Assigned Receivable pursuant to the terms of the Framework Assignment Agreement;

2. any Purchase Price Return Amount paid by the Platform Provider to the Issuer pursuant to the terms of the Framework Assignment Agreement; and

3. the principal amount of any Excess Cash Loans or (with respect to the final repayment date) the Issue Date Facility Loans repaid by VMIH.

Subsequent to the Issue Date and from time to time, the Issuer will use the funds available in the Principal Proceeds Account:

1. to purchase available VM Accounts Receivable through the SCF Platform;

2. to make Excess Cash Loans to VMIH on a daily basis, and

3. upon the maturity of the Notes, to repay amounts outstanding under the Notes.

Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement

On or about the Issue Date, the Issuer, as purchaser, will enter into the Framework Assignment Agreement (as defined in Condition 1 (*Definitions and Principles of Construction*)) with, among others, the Platform Provider, VMIH as the parent (the "**Obligors' Parent**") and The Bank of New York Mellon, London Branch as administrator. Under the Framework Assignment Agreement, from time to time commencing on the Issue Date, the Issuer may purchase and have assigned to it on a non-recourse basis, up to the total amount of Committed Principal Proceeds, and the Platform Provider may sell and assign (including pursuant to the Block Transfer) on a non-recourse basis, eligible VM Accounts Receivable that have been transferred to or acquired by the Platform Provider following an SCF Transfer. For purposes of this overview, "**VM Account Receivable**" means a Payment Obligation and the Receivable in respect of which such Payment Obligation has arisen, solely to the extent that such Receivable has been acquired by the Platform Provider.

Each VM Account Receivable to be purchased by the Issuer must meet, and the Obligors' Parent will represent and warrant (on behalf of itself and as agent for the Obligors) on the date of each sale and assignment of any VM Account Receivable from the Platform Provider to the Issuer (each such date, an "**Assignment Date**") in accordance with the Framework Assignment Agreement, that such VM Account Receivable meets, the following eligibility criteria: that such VM Account Receivable (i) (with respect to the Payment Obligation component of such VM Account Receivable only) is owed by the Obligors on a joint and several basis; (ii) (with respect to the Payment Obligation component of such VM Account Receivable only) is governed by English law; (iii) is denominated in pound sterling; (iv) (with respect to the Payment Obligation component of such VM Account Receivable only) is the legal, valid and binding obligation of each Obligor; (v) is capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement, so that on purchase the Issuer will receive good title; (vi) is due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors; and (vii) has a maturity date that is no later than two Business Days prior to the Maturity Date of the Notes. For a further description of the VM Accounts Receivable, see "*Description of the Receivables*" included elsewhere in this Offering Circular. Additionally, immediately prior to each Assignment Date, the Platform Provider will represent and warrant that it is entitled to assign the relevant Payment Obligation pursuant to the terms of the Framework Assignment Agreement, and that it has not assigned, transferred or otherwise disposed of, or created any encumbrance or security interest over, such Payment Obligation. Furthermore, the Platform Provider will undertake that it will not, without the consent of the Issuer, take any action that would adversely affect a Payment Obligation or the Issuer's interest(s) therein (as further described in "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular).

Each Payment Obligation will be the joint and several obligation of VMIH and each of the Subsidiary Obligors. On the Issue Date, the eligible Subsidiary Obligors will be Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited (each, a "**Subsidiary Obligor**" and collectively, the "**Subsidiary Obligors**"; together with the Obligors' Parent, the "**Obligors**"). For the avoidance of doubt, Virgin Media Ireland Ltd. will not be an eligible Subsidiary Obligor under the Framework Assignment Agreement on and following the Issue Date, and therefore, none of the Assigned Receivables will be owed by it.

Purchases of VM Accounts Receivable with Requested Purchase Price Amounts

On or following the Issue Date (as further described in "*Description of Virgin Media—Capitalization of Virgin Media*" included elsewhere in this Offering Circular), the Platform Provider is expected to sell and assign (including pursuant to the Block Transfer) to the Issuer VM Accounts Receivable for a Requested Purchase Price Amount of £500.0 million, which the Issuer will fund with all or a portion of the Committed Principal Proceeds. It is expected that the Issuer will complete the Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable by December 31, 2020. See "*Use of Proceeds*". In connection with such sale and assignment, the Platform Provider will deliver to the Issuer:

1. an assignment framework note (substantially in the form attached to the Framework Assignment Agreement, an "**Assignment Framework Note**") to be accepted and agreed to by the Issuer, pursuant to which the Issuer will agree, among other things, to purchase Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider), in whole but not in part, at the relevant Purchase Price Amounts in an aggregate amount equal to a limit (in respect of purchased Payment Obligations which have not been settled) specified therein (the "**Purchase Limit**"); and
2. one or more notices related to such Assignment Framework Note (substantially in the form attached to the Framework Assignment Agreement, each an "**Assignment Notice**") instructing the Issuer to pay to

the Platform Provider, as consideration for the sale and assignment of the relevant VM Accounts Receivable, a requested amount (a "**Requested Purchase Price Amount**") on the date falling five Business Days following receipt by the Issuer of such Assignment Notice (or, in respect of the Assignment Notice in relation to the Block Transfer, on the day of receipt of such Assignment Notice) (a "**Value Date**").

As used herein, a "**Purchase Price Amount**" means, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount (as defined below) of such VM Account Receivable *less* the Applied Discount (as defined in the context of the Framework Assignment Agreement) (as defined below) calculated as at the relevant Assignment Date. "**Outstanding Amount**" means, with respect to a Payment Obligation, an amount equal to (i) the gross amount of the Approved Platform Receivable in respect of which the Payment Obligation arose, *less* (ii) the sum of all Credit Notes (as defined below under "*Accounts Payable Management Services Agreement*") allocated to the Approved Platform Receivable in respect of which that Payment Obligation arose pursuant to the terms of the APMSA, plus (iii) the Applied Discount (as defined below). "**Applied Discount**" refers (i) in the context of the APMSA, to the discount amount that the Platform Provider will deduct from the Certified Amount (as defined below under "*Accounts Payable Management Services Agreement*") in case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA and (ii) in the context of the Framework Assignment Agreement, to the discount amount that the Platform Provider will deduct from the Certified Amount in the case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA, *less* the processing fee due to the Platform Provider and LGC specified in the APMSA (which will initially be 0.20% per annum) (the "**Platform Provider Processing Fee**").

From time to time following the Issue Date, the Platform Provider may, at its discretion (but not more than once per week prior to the service of a notice of termination (as further described below)), serve further Assignment Notices (which may also be Primary Assignment Notices (as defined and further described below under "*—Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts*")) to the Issuer pursuant to the relevant Assignment Framework Note.

Following the receipt of an Assignment Notice, so long as no Non-Compliance Event (as defined below) has occurred and is continuing, the Issuer will pay, on the relevant Value Date, the relevant Requested Purchase Price Amount (which may be adjusted as further described below) to the Platform Provider, which shall have the effect of the Platform Provider immediately (or, in respect of a Block Transfer that will occur on the day immediately following the Issue Date, only on the day immediately following such Value Date) selling and assigning, without further action on the part of any person or entity, all of its rights, title and interest in and to the relevant Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider) at the relevant Purchase Price Amounts to the Issuer pursuant to the relevant Assignment Framework Note (an "**Assignment**"). The Requested Purchase Price Amount (and the corresponding VM Accounts Receivable) will be adjusted if the aggregate of all Requested Purchase Price Amounts, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables would be higher than the relevant Purchase Limit specified in that Assignment Framework Note. In such event, the Issuer must notify the Platform Provider within two Business Days of receipt of the relevant Assignment Notice (i) of such circumstance and (ii) that the Requested Purchase Price Amount will (A) be reduced to equal the amount which would cause the aggregate Requested Purchase Price Amount, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables to equal such Purchase Limit and/or (B) cancelled to the extent necessary such that the relevant assignment is for the whole, and not part, of the VM Accounts Receivable.

The Issuer will not be obliged to pay a Requested Purchase Price Amount specified in an Assignment Notice if any of the following events (each, a "**Non-Compliance Event**") have occurred and is continuing (provided that the Issuer notifies the Platform Provider, within two Business Days of the receipt of such Assignment Notice, that one or more Non-Compliance Events have occurred and of the Issuer's intention not to comply with such Assignment Notice): (i) if the Framework Assignment Agreement or relevant Assignment Framework Note has been terminated prior to the date of such Assignment Notice; (ii) if the terms and conditions of such Assignment Notice materially deviate from the terms and conditions of the Framework Assignment Agreement or the relevant Assignment Framework Note; (iii) if a Buyer Event of Default (as defined below) is continuing in respect of any Obligor; and/or (iv) if a specified insolvency event occurs in respect of the Platform Provider which directly results in the Platform Provider not continuing its business as contemplated under the Framework Assignment Agreement. If, following the receipt of a Requested Purchase Price Amount on a Value Date, the Platform Provider has acquired (or determines that it will on such Value Date acquire) insufficient VM Accounts

Receivable to apply the whole of the Requested Purchase Price Amount received on such Value Date, the Platform Provider will either (i) serve, on such Value Date, one or more notices (substantially in the form set out in the Framework Assignment Agreement, each a "**Purchase Price Return Notice**") to the Issuer and, on the Business Day following the date of such Purchase Price Return Notice (a "**Settlement Date**"), pay to the Issuer Collection Account, the excess Requested Purchase Price Amount not applied towards the purchase of VM Accounts Receivable (such excess, the "**Excess Requested Purchase Price Amount**"); or (ii) retain such Excess Requested Purchase Price Amount for a period of up to four Business Days following such Value Date (an "**Excess Retention Period**", and the final day thereof (which, at the Platform Provider's discretion, may occur prior to the fourth Business Day following such Value Date), the "**Excess Retention Period End Date**") to be applied towards the purchase of any VM Accounts Receivable arising during such Excess Retention Period. If the Platform Provider chooses to retain such Excess Requested Purchase Price Amount, it further agrees that (i) if the Platform Provider acquires any VM Accounts Receivable during such Excess Retention Period, it will sell and assign such VM Accounts Receivables to the Issuer (and the Platform Provider will be deemed to have served an Assignment Notice in respect of such Assigned Receivables); and (ii) on the Business Day prior to the Excess Retention Period End Date, the Platform Provider will serve a Purchase Price Return Notice in respect of any remaining Excess Requested Purchase Price Amount to the Issuer, and subsequently pay such remaining Excess Requested Purchase Price Amount to the Issuer Collection Account on such Excess Retention Period End Date, together with all Excess Requested Purchase Price Interest (as defined below) due in respect thereof. "**Excess Requested Purchase Price Interest**" shall accrue daily at the Funding Rate, calculated on any Excess Requested Purchase Price Amount retained by the Platform Provider (and not applied towards the purchase of VM Accounts Receivable), from (and including) the first day of the relevant Excess Retention Period to (and including) the relevant Excess Retention Period End Date, or such later date on which the Issuer receives such Excess Requested Purchase Price Amount together with all interest due in respect thereof. As used herein, "**Funding Rate**" means a rate equal to the Margin (as defined below) (less the Platform Provider Processing Fee) over 1-month GBP Libor (or any other applicable reference rate selected by the Platform Provider and VMIH) (a "**Reference Rate**"); *provided that* if the relevant Reference Rate is less than zero, such Reference Rate shall be deemed to be zero.

Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts

Prior to the service of an Obligor Enforcement Notification (as defined and further described below), the Platform Provider will act as collection agent for the Issuer in respect of any Collected Amounts received or recovered relating to Assigned Receivables, in accordance with the APMSA. Except in circumstances where certain Collected Principal Amounts are applied towards the purchase of new VM Accounts Receivable (as further described below), the Platform Provider will apply any Collected Amount, within one Business Day of receipt or recovery thereof (such scheduled date of application, a "**Collected Amount Forwarding Date**"), in or towards the repayment to the Issuer of an amount equal to the Outstanding Amount of the relevant Assigned Receivables (to the extent that such Assigned Receivables remain outstanding and has not been settled or otherwise paid to the Issuer).

From time to time, the Platform Provider may serve an Assignment Notice (a "**Primary Assignment Notice**") which states that any Collected Principal Amounts in respect of Assigned Receivables relating to such Primary Assignment Notice are to be treated as further payments of Requested Purchase Price Amounts. So long as (i) no Non-Compliance Event has occurred and is continuing (and in respect of which the Issuer has notified the Platform Provider that the purchase mechanics described in this paragraph will not apply), or (ii) no notice of termination has been served (as further described below), then (a) the Platform Provider will be deemed to have served an Assignment Notice on exactly the same terms as the Primary Assignment Notice, except for the Requested Purchase Price Amount (which will be equal to the Collected Principal Amount that would otherwise be due and payable to the Issuer) (such notice, the "**New Assignment Notice**"); and (b) the Platform Provider's obligation to pay such Collected Principal Amount to the Issuer will be set off against the Issuer's obligation to pay the Requested Purchase Price Amount under the New Assignment Notice. For the avoidance of doubt, the purchase mechanics described in this paragraph will not affect the Platform Provider's obligation to pay to the Issuer any Premium on the relevant Collected Amount Forwarding Date. If, three Business Days following the service of a New Assignment Notice, the Platform Provider still holds any Collected Amounts which have not been utilised for the purchase of new VM Accounts Receivable (such amounts, "**Unutilised Collected Amounts**"), the Platform Provider will immediately serve a Purchase Price Return Notice to the Issuer in respect of such Unutilised Collected Amounts, and will pay such Unutilised Collected Amounts to the Issuer Collection Account on the relevant Settlement Date. The Platform Provider will pay the Issuer interest on any "**Retained Collected Amounts**" (being any Collected Amount which has not been paid to the Issuer towards satisfaction of

the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable as described above). Interest on Retained Collected Amounts shall accrue daily at the Funding Rate, calculated from (and including) the relevant scheduled Collected Amount Forwarding Date to (and including) the relevant Settlement Date or such later date on which the Issuer receives the Retained Collected Amount, together with all interest due in respect thereof, as the case may be (the "**Retained Collected Amount Interest**"), and will be paid to the Issuer Collection Account on the relevant Settlement Date or such later date, as applicable.

Buyer Events of Default and Obligor Enforcement Notification

The Issuer may not serve (or cause or permit to be served) a notice to the Obligors informing them of an Assignment (an "**Obligor Enforcement Notification**") prior to the occurrence of (i) a failure by any Obligor to pay any Payment Obligation in full to the Platform Provider on the date such payment was due (taking into account any applicable grace period under the APMSA), (ii) a specified insolvency event in respect of any Obligor, (iii) a breach of the representations and warranties of the Obligors' Parent with respect to the eligibility of the VM Accounts Receivable, which is not capable of remedy (or if such breach is capable of remedy, is not remedied within five Business Days of notice) (each such event in (i) to (iii), a "**Buyer Event of Default**"), or (iv) a specified insolvency event in respect of the Platform Provider. See "*Risk Factors—Risks relating to the Receivables and the SCF Platform—The transfer of VM Accounts Receivable under the Framework Assignment Agreement takes place only under equity until notice of assignment is given to the Obligors*". Following the occurrence of any of the foregoing events, the Issuer may serve or direct the Platform Provider to serve an Obligor Enforcement Notification (*provided that* the Platform Provider may, but is not obliged to, serve an Obligor Enforcement Notification at any time as it sees fit and pursuant to the circumstances described in the paragraph below).

As soon as reasonably practicable after the occurrence of a Buyer Event of Default, the Platform Provider will, among other things, (i) provide the Issuer with notice of such Buyer Event of Default and the details thereof, as well as regular status updates with respect to the affected Assigned Receivables; (ii) turn over to the Issuer any Purchase Price Return Amount in accordance with the terms of the Framework Assignment Agreement; and (iii) in consultation with the Issuer and the Obligors' Parent (provided such consultation is permitted by the terms of the Framework Assignment Agreement), take (or refrain from taking) any steps that the Platform Provider sees fit to recover all amounts payable, as well as default interest and other costs and expenses, each as permitted under the APMSA.

Following service of an Obligor Enforcement Notification, the Platform Provider will cease to act as the Issuer's collection agent in respect of the relevant Assigned Receivables. For a further description of the provisions relating to Buyer Events of Default and Obligor Enforcement Notification, see "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular.

Assignment and Termination

The Issuer may assign or transfer its rights under the Framework Assignment Agreement and the Assignment Framework Notes (including its rights to Assigned Receivables), without the consent of the other parties only in certain specified circumstances and in accordance with the procedures set forth in the Framework Assignment Agreement, as further described under "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular. Similarly, the Platform Provider may assign or transfer its rights under the Framework Assignment Agreement only with the prior written consent of the other parties and in such specified circumstances; *provided, however*, that the Platform Provider may assign or transfer any of its rights in Assigned Receivables to an affiliate without the consent of any other party, and may also assign or transfer any of its rights or obligations under the Framework Assignment Agreement, as the provider and administrator of the SCF Platform, to an affiliate with the prior written consent of the Issuer (which shall not be unreasonably withheld or delayed).

The Framework Assignment Agreement and/or any Assignment Framework Note issued thereunder may be terminated by the Issuer or the Platform Provider upon 10 Business Days' prior notice to the other parties thereto; *provided that,* with respect to a termination by the Platform Provider, the effective date of the termination shall not be earlier than the effective date of termination of the APMSA (as further described below). Additionally, the Platform Provider and/or the Issuer may terminate the Framework Assignment Agreement and/or any Assignment Framework Note with immediate effect upon the occurrence of certain events, including a breach of material obligations of the Obligors' Parent (subject to a 30 days grace period), a material breach of the representation and warranties of the Obligors' Parent (subject to a 30 days grace period), or if a specified

insolvency event has occurred in respect of the Obligors' Parent. For a further description of termination events, see "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular.

The terms of the APMSA are more fully described below under "*Accounts Payable Management Services Agreement*".

New VM Financing Facility

On any Business Day which is not a Value Date, and on any Value Date (in this case, to the extent that there are any Committed Principal Proceeds that cannot be invested in VM Accounts Receivable due to a shortage of VM Accounts Receivable available for purchase through the SCF Platform), the Issuer will utilize any Excess Cash to make interest-bearing Excess Cash Loans to VMIH under the New VM Financing Facility Agreement, as further described below. This use of Excess Cash, together with the interest earned on the Issue Date Facility Loans, will provide the Issuer with the same rate of return in respect of the Committed Principal Proceeds not invested in VM Accounts Receivable (including any Retained Collected Amounts) as Noteholders will receive in respect of the Notes, instead of leaving the same funds (represented by the Excess Cash) uninvested in the Principal Proceeds Account pending their application for the purchase of VM Accounts Receivable. In addition, since the Issuer was formed solely for the purpose of facilitating the Transactions and issuing the Notes, and is not expected to engage in any business activities other than those related to its formation and the Transactions (including the offering of the Notes and the funding of loans under the New VM Financing Facility Agreement), the Issuer intends to lend any Interest Proceeds that it collects from time to time to VMIH, in the form of non-interest bearing Interest Facility Loans under the New VM Financing Facility Agreement, as further described below. The Issuer will also fund interest-bearing Issue Date Facility Loans under the Issue Date Facility, as further described below. Proceeds of any loans made by the Issuer to VMIH under the New VM Financing Facility Agreement may be used by VMIH for general corporate purposes.

On the Issue Date, the Issuer, as lender, will enter into a senior unsecured facilities agreement (the "**New VM Financing Facility Agreement**") with VMIH as borrower, and The Bank of New York Mellon, London Branch as administrator for the Issuer (together with any successor thereto approved or appointed by the Issuer, the "**Administrator**"), pursuant to which the Issuer will make available to VMIH revolving and term credit facilities, consisting of the Interest Facility, the Excess Cash Facility and the Issue Date Facility, as described below.

Interest Facility

The New VM Financing Facility Agreement will provide for a revolving credit facility (the "**Interest Facility**") under which the Issuer will from time to time fund non-interest-bearing Interest Facility Loans to VMIH.

Following the Issue Date, on any Business Day, if the Interest Proceeds deposited in the Interest Proceeds Account are greater than zero (and on any Business Day prior to an Interest Payment Date, greater than the amount required to fund the interest payment for such Interest Payment Date), the Issuer will apply such Interest Proceeds (or excess Interest Proceeds) to fund a new Interest Facility Loan to VMIH.

Excess Cash Facility

The New VM Financing Facility Agreement will also provide for a revolving credit facility (the "**Excess Cash Facility**"), in an aggregate principal amount up to the Committed Principal Proceeds, under which the Issuer will from time to time fund Excess Cash Loans to VMIH. Interest on Excess Cash Loans will be payable semi-annually in arrears on the earlier of (i) each January 15 and July 15 commencing January 15, 2021 (each, an "**Excess Cash Interest Period Date**") and (ii) upon repayment of a Weekly Excess Cash Repayment Amount (as defined below). Interest will accrue from the funding date of any Excess Cash Loan at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest in respect of any interest period ending on any Excess Cash Interest Period Date will occur no less than one Business Day prior to such Excess Cash Interest Period Date.

On or following the Issue Date, the Issuer will use the Committed Principal Proceeds, firstly, to purchase available VM Accounts Receivable pursuant to the Framework Assignment Agreement (including pursuant to the Block Transfer) and, secondly, to fund an initial Excess Cash Loan.

Following the Issue Date, as the Platform Provider (on a weekly basis) serves or is deemed to serve an Assignment Notice to the Issuer instructing the Issuer to pay a Requested Purchase Price Amount (as may be

adjusted or off set pursuant to the terms of the Framework Assignment Agreement) as consideration for the sale and assignment of the relevant VM Accounts Receivable on the relevant Value Date, the Issuer will, upon not less than five Business Days' prior notice, demand repayment by VMIH of such portion of principal of any outstanding Excess Cash Loans as is equal to (i) such Requested Purchase Price Amount to be paid for VM Accounts Receivable that the Issuer expects to purchase on such Value Date, *less* (ii) any Interim Platform Amounts credited on such Value Date (such amount demanded, a "**Weekly Excess Cash Repayment Amount**"). VMIH will be obligated to pay into the Issuer Collection Account (for immediate onwards crediting to the Principal Proceeds Account) the Weekly Excess Cash Repayment Amount on the fifth Business Day following receipt of such notice. The interest accrued on such Weekly Excess Cash Repayment Amount will not be repaid but will, on that date, be deemed loaned to VMIH under a new Interest Facility Loan. On the relevant Value Date, the Issuer will apply the Weekly Excess Cash Repayment Amount so received, together with any Interim Platform Amounts credited on the same day, towards its purchase of VM Accounts Receivable.

On any Business Day (other than the date on which the Notes are redeemed or repaid, in whole or in part (or on which corresponding payment by VMIH is required to be made to the Issuer in relation to any such redemption or repayment)), if the balance of funds deposited into the Principal Proceeds Account is greater than zero, the Issuer will apply such funds, firstly, towards the purchase of available VM Accounts Receivable in accordance with the Framework Assignment Agreement (if such Business Day is also a Value Date) and, secondly, to fund an Excess Cash Loan to VMIH.

Issue Date Facility

The New VM Financing Facility Agreement will further provide for a term loan facility (the "**Issue Date Facility**", together with the Interest Facility and the Excess Cash Facility, the "**New VM Financing Facility**"), under which the Issuer will fund interest-bearing loans to VMIH (the "**Issue Date Facility Loans**"). Interest on the Issue Date Facility Loans will be payable semi-annually in arrears on each January 15 and July 15 (each, an "**Issue Date Facility Interest Period Date**"), commencing on January 15, 2021. Interest will accrue from the funding date of the relevant Issue Date Facility Loan at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprising twelve 30-day months. Payment of interest in respect of any interest period ending on any Issue Date Facility Interest Period Date will occur no less than one Business Day prior to such Issue Date Facility Interest Period Date.

On or prior to the Issue Date, VMIH, the Issuer and TMF Management (Ireland) Limited (in its capacity as the sole shareholder of the Issuer, the "**Share Trustee**") will enter into an agreement pursuant to which VMIH will agree to pay the Share Trustee £1.3 million in return for the Share Trustee procuring that the Issuer enters into certain Transaction Documents. Such payment will be conditional on the Share Trustee subscribing £1.3 million (the "**Subscription Proceeds**") for one million of the Issuer's Class B, non-voting and non-dividend bearing shares (the "**Issue Date Shares**") which the Issuer will allot and issue to the Share Trustee. The Issuer will lend the Subscription Proceeds from the Issue Date Shares, if any, to VMIH as an Issue Date Facility Loan under the Issue Date Facility. In practice, the process will be almost cashless, as nearly all of the payment by VMIH to the Share Trustee will ultimately be lent back to VMIH as an Issue Date Facility Loan.

Principal and accrued interest (if applicable) on the New VM Financing Facility Loans will become due and payable in full on the earlier of (i) the Maturity Date of the Notes or (ii) the date of early redemption of the Notes in accordance with the Conditions.

The New VM Financing Facility Agreement will also provide for certain payments to the Issuer by VMIH and certain payments to VMIH by the Issuer. On the Issue Date, pursuant to the New VM Financing Facility Agreement, VMIH will pay to the Issuer an upfront payment in an amount equal to any underwriting fees, commissions and/or certain expenses incurred or paid by the Issuer in relation to the issuance of the Notes (if any). In addition, the New VM Financing Facility Agreement will provide for the periodic payment of Shortfall Payments or Excess Arrangement Payments, as described below under "*—Payment of Interest on the Notes*".

Payment of Interest on the Notes

Interest on the Notes will be payable semi-annually in arrears on each January 15 and July 15 (each, an "**Interest Payment Date**"), commencing, in the case of the Notes offered hereby, January 15, 2021. Interest on the Notes will accrue from the Issue Date at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprising of twelve 30-day months. Pursuant to the terms of the New VM Financing Facility Agreement and the Expenses Agreement, and in consideration of the Issuer providing the New VM Financing Facility to VMIH, VMIH will make certain payments to the Issuer to the extent necessary to enable the Issuer to

make interest payments when due under the Notes. The Issuer will fund the payment of scheduled interest on the Notes on each Interest Payment Date from the Interest Proceeds Account as follows:

1. firstly, to the extent that there are amounts in the Interest Proceeds Account on the Business Day prior to such Interest Payment Date, the Issuer will utilize such amounts, towards the payment of scheduled interest on the Notes;

2. secondly, the Issuer will demand, upon no less than six Business Days' notice prior to such Interest Payment Date, that VMIH prepay Interest Facility Loans under the Interest Facility (and VMIH will repay such Interest Facility Loans on or prior to the fifth Business Day following receipt of such demand), in a principal amount equal to the lesser of:

    a. an amount equal to the interest due and payable on the Notes on such Interest Payment Date less any amounts in the Interest Proceeds Account referred to in paragraph (1) above; and

    b. the total amount of Interest Facility Loans outstanding on the Business Day prior to such Interest Payment Date.

The Issuer will deposit the proceeds of any Interest Facility Loans so prepaid into the Interest Proceeds Account;

3. thirdly, on or prior to the Business Day immediately preceding each Interest Payment Date (other than the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions), VMIH will make a payment to the Issuer (each, as calculated in accordance with the Agency and Account Bank Agreement, a "**Term Shortfall Payment**") in an amount equal to the positive difference, if any, between (i) the amount of interest due on the Notes on such Interest Payment Date, *less* (ii) the sum of (x) the amount of any Interest Facility Loans to be repaid pursuant to paragraph (2) above and (y) amounts in the Interest Proceeds Account referred to in paragraph (1) above;

    By contrast to the Term Shortfall Payment, to the extent that on any Interest Payment Date (other than the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions) there is any balance on the Interest Facility Loans not repaid by VMIH to the Issuer pursuant to paragraph (2) above, the Issuer will make a payment to VMIH (each, as calculated in accordance with the Agency and Account Bank Agreement, a "**Term Excess Arrangement Payment**") in an amount equal to such balance of the Interest Facility Loans outstanding on such Interest Payment Date. Any Term Excess Arrangement Payment will be paid as a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) (or to the extent that the Term Excess Arrangement Payment amount exceeds the amount of interest and fees previously paid under the New VM Financing Facility Agreement, shall constitute an advance rebate of interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) to be paid under the New VM Financing Facility Agreement) (on a cashless basis, by offsetting such Term Excess Arrangement Payment against the amounts due by VMIH under the Interest Facility Loans).

4. fourthly, on or prior to the Business Day immediately preceding the final Interest Payment Date (being the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions), VMIH will make a payment to the Issuer (as calculated in accordance with the Agency and Account Bank Agreement, a "**Maturity Shortfall Payment**" and, together with the Term Shortfall Payments, the "**Shortfall Payments**" and each a "**Shortfall Payment**") in an amount equal to the positive difference, if any, between (i) the aggregate principal amount of the Notes to be repaid together with the amount of interest due on the Notes on such final Interest Payment Date, *less* (ii) the sum of:

    a. all Collected Amounts on all Assigned Receivables to be repaid or prepaid to the Issuer on or prior to two Business Days prior to the final Interest Payment Date;

    b. any other amounts (including any accrued interest) due to be paid by the Platform Provider to the Issuer pursuant to the Framework Assignment Agreement on or prior to two Business Days prior to the final Interest Payment Date;

    c. the principal amount of and interest due on all of the New VM Financing Facility Loans to be paid to the Issuer on maturity of the New VM Financing Facility Loans; and

    d. all other amounts in the Issuer Transaction Accounts (to the extent not included in any of the above);

    By contrast to the Maturity Shortfall Payment, to the extent that any calculation in this paragraph (4) results in a negative value, the Issuer will pay or transfer to VMIH (as calculated in accordance with

the Agency and Account Bank Agreement, a "**Maturity Excess Payment**", together with the Term Excess Arrangement Payments, the "**Excess Arrangement Payments**" and each an "**Excess Arrangement Payment**") (as a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment)) in an amount which would return such negative value to zero; *provided, however*, that such payment will only be made after all amounts due and payable to Noteholders under the Notes have been settled.

Approved Exchange Offer

In order to extend the availability of the committed financing for the purchase of VM Accounts Receivable represented by the Committed Principal Proceeds beyond the Maturity Date of the Notes, VMIH may, at any time, enter into an exchange offer and payables financing plan agreement (a "**Plan Agreement**") with a new entity (a "**New Issuer**"). Pursuant to any such Plan Agreement, the New Issuer will procure from VMIH a commitment to cancel amounts of the New VM Financing Facility as set forth below, and will enter into agreements with VMIH, the Platform Provider, the Notes Trustee and other relevant counterparties providing for the New Issuer's purchase of VM Accounts Receivable on terms and conditions substantially similar to the Transaction Documents.

Promptly after entering into the Plan Agreement, the New Issuer will launch an exchange offer (the "**Approved Exchange Offer**") designed to allow Noteholders to exchange up to a specified principal amount of Notes for a principal amount of new notes (the "**New Notes**") to be set out in the Approved Exchange Offer. Upon consummation of the Approved Exchange Offer, subject to the terms of the Trust Deed:

(i) The New Issuer will issue a specified amount of New Notes to the Noteholders validly tendered into the Approved Exchange Offer and not withdrawn. If, upon the expiration of the Approved Exchange Offer, Noteholders have validly tendered more Notes than the New Issuer is able to accept pursuant to the Approved Exchange Offer, the New Issuer will accept for exchange Notes validly tendered and not withdrawn on a pro rata basis, based on the proportion that the aggregate principal amount of Notes to be accepted bears to the aggregate principal amount of Notes validly tendered and not withdrawn; and

(ii) The Issuer will purchase from the New Issuer any Notes accepted by the New Issuer pursuant to the Approved Exchange Offer and will cancel such purchased Notes. As consideration for such purchase, the Issuer will simultaneously pay, assign and transfer to the New Issuer:

(A) Assigned Receivables such that (a) minus (b) is equal to or less than (c) plus (d); where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, where "**Relevant Percentage**" means the proportion that the aggregate principal amount of Notes accepted into the Approved Exchange Offer bears to the aggregate principal amount of Notes outstanding as of the date of consummation of the Approved Exchange Offer (the "**Determination Date**"), (b) is the aggregate historical Purchase Price Amount of such Assigned Receivables assigned to the New Issuer pursuant to this clause (A), (c) is the balance of Excess Cash Loans outstanding on the Determination Date, and (d) is any Interim Platform Amounts to be credited to the Issuer on the Determination Date. The Assigned Receivables to be assigned to the New Issuer pursuant to this clause (A) will be selected by an independent financial, banking, accounting or other similar advisor designated by VMIH, the Issuer or the Administrator with a mandate to maximise the aggregate Purchase Price Amount of the transferred Assigned Receivables whilst ensuring that they have the shortest maturities possible. Assigned Receivables will only be assigned and transferred to the New Issuer pursuant to this clause (A) in whole, and not in part;

(B) The cash proceeds from the repayment of Interest Facility Loans (to be demanded by the Issuer or the Administrator) in an amount equal to (a) minus (b); where (a) is the accrued and unpaid Premium that remained outstanding on the Assigned Receivables assigned pursuant to clause (A) above as of the immediately preceding Interest Payment Date, and (b) is any accrued and unpaid Retained Amount Interest that remained outstanding as of the Determination Date in respect of the "**Retained Amounts**" (being collectively, Retained Collected Amounts and/or Excess Requested Purchase Price Amounts) (as determined in accordance with the Agency and Account Bank Agreement described elsewhere in this Offering Circular) to be transferred to the New Issuer pursuant to clause (D) below, as applicable;

(C) The cash proceeds from the repayment of Excess Cash Loans (to be demanded by the Issuer or the Administrator) in an amount equal to (a) minus (b) minus (c), where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, (b) is the aggregate Purchase Price

Amounts of Assigned Receivables assigned to the New Issuer pursuant to clause (A) above, and (c) is any Interim Platform Amounts to be credited to the Issuer on the Determination Date;

(D) The cash proceeds from the payment by the Platform Provider to the Issuer on the Determination Date of any Retained Amounts and any other Interim Platform Amounts; and

(E) An "**Accrued Facility Interest and Shortfall Amount**" equal to (a) minus (b) minus (c) minus (d) minus (e), where (a) is the aggregate principal amount of Notes tendered into the Approved Exchange Offer, (b) is the aggregate Purchase Price Amounts of the Assigned Receivables assigned pursuant to clause (A) above plus accrued and unpaid Premium thereon through the Determination Date, (c) is the amount of cash proceeds set out in clause (B) above, (d) is the amount of cash proceeds set out in clause (C) above and (e) is the amount of cash proceeds set out in clause (D) above. The Issuer will demand repayment of Excess Cash Loans in an amount equal to any Accrued Facility Interest and Shortfall Amount in order to make such payment.

Accounts Payable Management Services Agreement

VM Accounts Receivable purchased by the Issuer pursuant to the Framework Assignment Agreement are uploaded by an Obligor (or by LGC on its behalf) or VMIH to the SCF Platform (as defined in Condition 1 (*Definitions and Principles of Construction*)) managed by the Platform Provider to facilitate receivables financing provided by the Platform Provider and other participating funding providers, including the Issuer. The SCF Platform is made available to VMIH and certain of its subsidiaries, and is administered under the terms of the Accounts Payable Management Services Agreement.

The Platform Provider and the Obligors have, among others, entered into the Accounts Payable Management Services Agreement (as defined in Condition 1 (*Definitions and Principles of Construction*)). Under the terms of the APMSA, the Obligors (which, in the context of this section entitled "*Accounts Payable Management Services Agreement*" shall include reference to the Obligors' Parent, the eligible Subsidiary Obligors and Virgin Media Ireland Ltd.) are "**Buyer Entities**" who may upload Electronic Data Files containing details of Receivables on to the SCF Platform to enable the purchase (or deemed purchase) by or transfer (or deemed transfer) to the Platform Provider of such Receivables from the relevant Supplier. Additional Subsidiary Obligors may accede to the APMSA by entering into an accession letter (substantially in form set out in the APMSA) with the Platform Provider and the Obligors' Parent, and an existing Subsidiary Obligor may cease to be a "Buyer Entity" for the purposes of the APMSA if the Platform Provider or Obligors' Parent provides written notice to such effect. Pursuant to the Agency and Account Bank Agreement, the Obligors' Parent will undertake to the Issuer that the Obligors' Parent may notify the Platform Provider of a resignation of a Subsidiary Obligor only if all Outstanding Amounts owed by such Subsidiary Obligor (as principal obligor) in respect of its Assigned Receivables have been settled in accordance with the APMSA on or prior to the date of its resignation, and the Obligors' Parent will agree to promptly provide written notification of the same to the Issuer (or the Administrator on its behalf).

From time to time, an Obligor (or by LGC on its behalf) or VMIH may execute an Upload and designate such uploaded Receivables as "approved". Immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will immediately give rise to new Payment Obligations, being independent and primary obligations of each Obligor, jointly and severally, (on the basis described in the sections entitled "*Description of the Receivables*" and "*Summary of Principal Documents—Accounts Payable Management Services Agreement*" included elsewhere in this Offering Circular) to make or cause payment to be made of the Certified Amount (as defined below) to the Relevant Recipient on the Confirmed Payment Date in respect of such Approved Platform Receivable. Eligible Receivables (as further described in "*Summary of Principal Documents—Accounts Payable Management Services Agreement*" included elsewhere in this Offering Circular) may include those with a Confirmed Payment Date of up to 360 days from the issuance date of the relevant invoice. In respect of SCF Transfers of Receivables a margin of 2.70% per annum (the "**Initial Margin**", as may be amended from time to time by any applicable Margin Amendments, the "**Margin**") calculated on the basis of the relevant Outstanding Amounts (which includes the Platform Provider Processing Fee) over the Reference Rate that applies to such Receivables.

The Margin applies from the date of the relevant SCF Transfer until the Confirmed Payment Date in respect of such Payment Obligation (and the Receivable related thereto, solely to the extent that such Receivable has been acquired by the Platform Provider). The Reference Rate (being, in this case, GBP LIBOR with a floor of

zero is determined by the remaining tenor between the date of an SCF Transfer and the Confirmed Payment Date (i.e. between 1 and 30 days, 1 month base rate will apply; between 31 and 60 days, 2 months base rate will apply). The Reference Rate plus the Margin are used to calculate the Applied Discount that the Platform Provider will deduct from the Certified Amount in the case of transfer by the Platform Provider of the VM Account Receivable prior to the Confirmed Payment Date, and accordingly is used in the calculation of the Purchase Price Amount for each VM Account Receivable. The Margin under the APMSA may not be amended without the written consent of the Issuer, and pursuant to the terms of the other Transaction Documents, the Issuer will agree to provide its written consent to any amendment of the Margin (without being required to seek the consent of the Noteholders) so long as the obligations of the New VM Financing Facility Borrower in favour of the Issuer under Clause 11.2 ("*Facility Fees*") of the New VM Financing Facility Agreement remain in full force and effect.

Pursuant to the APMSA, the Obligors' Parent and, as applicable, each Subsidiary Obligor appoints the Platform Provider as paying agent with respect to the settlement of any VM Account Receivable. Settlement requires the Obligors' Parent (or, at its option, a Subsidiary Obligor) to make an electronic transfer of the Certified Amount (as defined below) to the Platform Provider's designated bank account on the Confirmed Payment Date, and the Platform Provider will, in turn, transfer such Certified Amount (or part thereof as received by the Platform Provider) to the relevant recipient (which shall be the Issuer in respect of Assigned Receivables) on the same Confirmed Payment Date. As used herein, "**Certified Amount**" means, with respect to a Payment Obligation, the Outstanding Amount of such Payment Obligation (as specified in an Electronic Data File) on the "**Certified Amount Fixed Date**", being the date the relevant Electronic Data File is uploaded in respect of such Payment Obligation. Failure by any Obligor to pay all or any part of the Certified Amount by the Confirmed Payment Date will cause default interest to accrue on the unpaid sum at a rate of 1-month GBP LIBOR (or any other applicable reference rate selected by the Platform Provider and VMIH) *plus 7%* per annum, until the Certified Amount has been discharged in full.

Prior to an SCF Transfer in respect of an Approved Platform Receivable, if an Obligor wishes to reduce the amount of any Approved Platform Receivable for any reason (including as a result of any lien, right of set-off, defence, claim, counterclaim, or other certain adverse claim), it may post the amount to be deducted from such Approved Platform Receivable (each, a "**Credit Note**") as an entry in an Electronic Data File and such Credit Note will be allocated to such Approved Platform Receivable (and shall reduce the corresponding Payment Obligation that will arise following an SCF Transfer). No Credit Notes may be allocated to an Approved Platform Receivable (and the corresponding Payment Obligation) following an SCF Transfer in respect of such Approved Platform Receivable. Additionally, each Obligor agrees to be responsible for the accuracy of all information submitted by them in respect of VM Accounts Receivable and the Obligors' Parent agrees to comply with certain reporting requirements set out in the APMSA.

Under the APMSA, each Obligor represents, warrants and covenants to the Platform Provider at the date of (a) an Upload, (b) any SCF Transfer resulting in any Payment Obligation arising and the transfer or acquisition of the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) and (c) transfer via the SCF Platform and/or as permitted by the APMSA (in each case, including each applicable Assignment Date), as applicable, among other things: (i) that the Approved Platform Receivable meets certain criteria under the APMSA, including (but not limited to) having a Confirmed Payment Date of no more than 360 days from the issuance date of the relevant invoice and being denominated in an agreed currency; (ii) that the Approved Platform Receivable is not subject to any mortgage, charge, pledge, lien, other encumbrance or (to the best of the relevant Obligor's knowledge) other personal right or right in rem of any third party and has, to the best of the relevant Obligor's knowledge, not been transferred or transferred in advance; (iii) that each Payment Obligation and the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) is free of any adverse claims, including any lien, right of set-off, netting, abatement, reduction, claim, defence or counterclaim; (iv) that each Payment Obligation and Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) can be validly transferred in accordance with the terms of the APMSA; and (v) that each Payment Obligation will be settled by an Obligor by the payment of the relevant Certified Amount on the relevant Confirmed Payment Date without withholding, deduction or set-off.

The APMSA also provides that the following occurrences, among others, constitute events of default, whereupon the Platform Provider shall have the right (but not the obligation) to suspend or terminate the provision of accounts payable management services and prohibit the creation of any further Payment Obligations (each, an "**APMSA Event of Default**"): (i) breach by any Obligor of any obligation or certain representations, warranties or covenants in the APMSA, which has not been remedied, if it can be remedied, for a period of ten days (which grace period shall not apply if such breach relates to a financial interest of an amount in excess of £5.0 million); (ii) non-payment of any amount due under the APMSA, including all or any part of any Certified

Amount (subject to a grace period of one Business Day in the case of principal, and three Business Days in the case of any other amount); (iii) if any Obligor is unable, deemed unable, or admits inability to pay its debts as they fall due; and (iv) any corporate action, legal proceedings or other procedure is taken in relation to the suspension of payments, winding-up, or dissolution of any Obligor, or any composition, compromise, assignment or arrangement with any creditor of any Obligor, or the appointment of a liquidator, receiver, or other similar officer in respect of any Obligor.

The Obligors' Parent has also agreed to provide certain indemnities to the Platform Provider under the APMSA, including (but not limited to) indemnities against any losses directly suffered for or on account of tax, reasonable losses incurred as a direct result of any APMSA Event of Default or failure by any Obligor to pay any amount due under the APMSA, and any costs, expenses, claims or losses incurred as a result of the incorrect calculation by any Obligor of the amount of any Receivable uploaded in an Electronic Data File.

Subject to the consent of the Obligors' Parent (which will not be unreasonably withheld), the Platform Provider may assign, transfer or deal in any other manner with any VM Account Receivable that has been transferred to it, and/or all of its rights against any Obligor or under the APMSA, in part or in whole, to any third party; *provided, however*, that the Platform Provider may transfer any of its rights in VM Accounts Receivable to any of its affiliates without the consent of the Obligors' Parent if the Platform Provider promptly (and in any event, within three Business Days of such transfer) provides written notice to the Obligors' Parent of such transfer. No Obligor may so assign or transfer its respective rights and obligations under the APMSA without the written consent of the Platform Provider, and such consent shall not be unreasonably withheld or delayed.

Each of the Platform Provider and the Obligors' Parent may unilaterally terminate the APMSA upon notice to the other parties, if any other party breaches a material provision of the APMSA and fails to cure such breach within 10 days following written notice from another party requiring them to remedy such breach. The Platform Provider may also terminate the APMSA: (i) for any reason upon 12 months' prior written notice to the Obligors' Parent and LGC; and (ii) immediately, upon written notice, if it becomes unlawful for the Platform Provider in any applicable jurisdiction to perform any of its obligations thereunder. The Obligors' Parent or LGC may terminate the APMSA for any reason upon 20 Business Days' prior written notice to the Platform Provider. Following termination of the APMSA, the Obligors will no longer be permitted to use to the SCF Platform. All rights, duties and obligations of the parties to the APMSA with respect to the Payment Obligations posted to the SCF Platform prior to the effective date of any termination shall survive the termination of the APMSA.

SCF Platform Addition

At any time, VMIH and the Subsidiary Obligors may, at their option, elect to participate in an additional system established and administered by another Platform Provider (an "**SCF Platform Addition**"). In connection with any SCF Platform Addition, VMIH and the Subsidiary Obligors may enter into additional accounts payable management services agreements (or equivalent) and the Issuer may (and upon request by VMIH, shall) enter into one or more additional receivables assignment agreements (or equivalent), pursuant to which the Issuer will purchase eligible VM Accounts Receivable from such additional Platform Provider. The consent of the Noteholders will not be required for VMIH, the Subsidiary Obligors and the Issuer to give effect to any SCF Platform Addition (including the modification of any Transaction Documents to implement such SCF Platform Addition), and the Administrator will enter into any SCF Platform Addition Documentation if the Administrator receives written confirmation (with a copy to the Notes Trustee) from VMIH that, in VMIH's determination, the entry into such SCF Platform Addition Documentation is reasonably required to implement such SCF Platform Addition and does not materially and adversely affect the interests of the Noteholders.

2018 Receivables Financing Notes Redemption

In connection with the issuance of the Notes offered hereby, the New VM Financing Facility Borrower expects to repay all of the 2018 VM Financing Facilities and all of the 2018 Receivables Financing Notes will be redeemed by the 2018 RFN Issuer (the "**2018 RFN Redemption**"). The 2018 RFN Redemption will include a block sale and assignment by the 2018 RFN Issuer of any VM Accounts Receivable purchased and held by the 2018 RFN Issuer (the "**Block VM Accounts Receivable**") prior to such 2018 RFN Redemption to the Platform Provider. The Platform Provider is expected to sell and assign the Block VM Accounts Receivable (which are expected to be in an amount not less than £300.0 million) to the Issuer under the Framework Assignment Agreement on or shortly following the Issue Date (the "**Block Transfer**").

Other Transaction Documents

The following documents will be entered into in relation to the offering of the Notes: (a) the Trust Deed, (b) an agency and account bank agreement dated the Issue Date (the "**Agency and Account Bank Agreement**")

between, *inter alios*, the Issuer, the Notes Trustee, The Bank of New York Mellon, London Branch as transfer agent (the "**Transfer Agent**", which term shall include any successor or substitute transfer agent appointed pursuant to the terms of the Agency and Account Bank Agreement), The Bank of New York Mellon, London Branch as principal paying agent (the "**Paying Agent**", which term shall include any successor, substitute or additional paying agent appointed pursuant to the terms of the Agency and Account Bank Agreement), The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the "**Registrar**", which term shall include any successor or substitute registrar appointed pursuant to the terms of the Agency and Account Bank Agreement), The Bank of New York Mellon, London Branch as administrative agent (the "**Administrator**", which term shall include any successor or substitute administrative agent appointed pursuant to the terms of the Agency and Account Bank Agreement), The Bank of New York Mellon, London Branch as the Issuer transaction account bank (the "**Account Bank**", which term shall include any successor or substitute account bank appointed pursuant to the terms of the Agency and Account Bank Agreement), and (c) a corporate administration agreement dated on or prior to the Issue Date (the "**Corporate Administration Agreement**") between the Issuer and TMF Administration Services Limited as corporate services provider (the "**Corporate Servicer**", which term shall include any successor or substitute corporate service providers of the Issuer in accordance with the terms of the Corporate Administration Agreement). The Transfer Agent, Registrar, Paying Agent, Account Bank and Administrator are herein referred to collectively as the "**Agents**".

The Notes will be senior obligations of the Issuer and will be secured by the Notes Collateral for, *inter alia*, the Notes created by the Trust Deed and the other Notes Security Documents.

These Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Agency and Account Bank Agreement and the other Transaction Documents. If there is any conflict between these Conditions and the Trust Deed, these Conditions shall prevail.

The Noteholders and all persons claiming through them or under the Notes are entitled to the benefit of, and are bound by, the Trust Deed, the Agency and Account Bank Agreement and the other Transaction Documents, physical and/or electronic copies of which are available for inspection during usual business hours on any week day (excluding Saturdays, Sundays and public holidays) at the offices of the Paying Agent and at the registered office of the Issuer.

The issue of the Notes was authorised by resolution of the Board of Directors of the Issuer passed on June 2, 2020.

1. Definitions and Principles of Construction

General Interpretation

(a) In these Conditions any reference to:

"**2018 Receivables Financing Notes**" means the 2018 RFN Issuer's £400 million principal amount outstanding of 5.75% Receivables Financing Notes due 2023, which are expected to be redeemed in connection with the issuance of the Notes;

"**2018 RFN Issuer**" means Virgin Media Receivables Financing Notes II Designated Activity Company;

"**2018 VM Financing Facilities**" means has the meaning assigned to it under "*Description of Virgin Media—Description of Other Debt—2018 VM Financing Facilities*";

"**2020 Restatement Date**" means May 15, 2020;

"**Accelerated Maturity Event**" has the meaning assigned to such term in Condition 6(g) (*Redemption, Purchase and Cancellation; Approved Exchange Offer—Accelerated Maturity Event*);

"**Accounts Payable Management Services Agreement**" or "**APMSA**" means (i) the Existing APMSA, and (ii) following an SCF Platform Addition, the Existing APMSA and any accounts payable management services agreement (or equivalent) to be entered into between, *inter alios*, the Platform Provider and VMIH as Obligors' Parent, in each case of (i) and (ii), as amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement), or otherwise modified from time to time;

"**Applicable Premium**" means with respect to a Note at any redemption date prior to July 15, 2023, the excess of (1) the present value at such redemption date of (a) the principal amount of such Note plus (b) all required remaining scheduled interest payments due on such Note through July 15, 2023 (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 (2) the principal amount of such Note on such redemption date. For the avoidance of doubt, calculation of the Applicable Premium shall not be a duty or obligation of the Notes Trustee, the Security Trustee or the Registrar, the Paying Agent or the Transfer Agent;

"**Appointee**" means any attorney, agent, delegate or other person properly appointed by the Notes Trustee and/or the Security Trustee in accordance with the Trust Deed to discharge any of its function or advise it in relation thereto;

"**Approved Exchange Offer**" has the meaning assigned to such term in Condition 6(k) (*Redemption, Purchase and Cancellation; Approved Exchange Offer—Approved Exchange Offer*);

"**Assigned Receivable**" means, at any time of determination, any VM Accounts Receivable in respect of which there has been an assignment of such VM Accounts Receivable (including pursuant to the Block Transfer) from the Platform Provider to the Issuer pursuant to the terms of the Framework Assignment Agreement and the relevant Assignment Framework Note;

"**Assignment**" has the meaning above under Overview of the Structure of the Offering of the Notes;

"**Assignment Framework Note**" means an assignment framework note substantially in the form set out in Schedule 1 (Form of Assignment Framework Note) to the Original Framework Assignment Agreement or any other notice under a Framework Assignment Agreement as agreed between the relevant parties;

"**Basic Terms Modification**" means a modification of certain terms (as fully set out in the Trust Deed) including the date of maturity of the Notes or a modification of which would have, other than in connection with an Accelerated Maturity Event, the effect of postponing any date for payment of interest thereon, the reduction or cancellation of the amount of principal payable in respect of such Notes, the alteration of the rate of interest applicable in respect of such Notes, the alteration of the quorum or the majority required to pass an Extraordinary Resolution, the alteration of the currency of payment of such Notes or any alteration of the manner of redemption of such Notes and any material modification to the security granted by the Issuer or any modification to this definition or any material modification to the Priorities of Payments, other than any material modification to the order of priority that affects only item(s) lower in the Post-Enforcement Priority of Payments than item number five;

"**Block Transfer**" has the meaning assigned to such term under " *—Overview of the Structure of the Offering of the Notes—2018 Receivables Financing Notes Redemption*";

"**Borrower**" means any borrower under the New VM Financing Facility Agreement from time to time;

"**Business Day**" means each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, the Netherlands, New York, U.S.A., Dublin, Ireland or London, England are authorized or required by law to close;

"**Certified Amount**" has the meaning assigned to such term above under Overview of the Structure of the Offering of the Notes;

"**Committed Principal Proceeds**" means the amount available to the Issuer from time to time for the purchase of VM Accounts Receivable equal to an amount representing the net proceeds of the Notes offered hereby, *plus* the net proceeds of the issuance of any Further Notes *plus*, in each case, any upfront payments payable by VMIH pursuant to the New VM Financing Facility Agreement in connection therewith. On the Issue Date, the Committed Principal Proceeds will equal £500.0 million;

"**Confirmed Payment Date**" means, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the date (which cannot be changed) specified as such in the Electronic Data File when the Certified Amount is due and payable by the Obligors to the Relevant Recipient;

"**Definitive Note**" means in respect of the Notes, each note issued or to be issued in definitive registered form in accordance with Clause 3.3 (Transfer and Exchange) of the Trust Deed, in or substantially in the form set out in Schedule A, Part 2 of the Trust Deed;

"**Electronic Data File**" means an electronic file substantially in the form set out in Schedule 3 to the Accounts Payable Management Services Agreement;

"**Encumbrance**" includes any mortgage, charge (whether legal or equitable), pledge, lien, hypothecation or other encumbrance or other security interest securing any obligation of any person or any other type of agreement, trust or arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect but, for the avoidance of doubt shall not include (a) a right of counterclaim or (b) a right of set off arising by contract or operation of law not constituting a mortgage, charge or other encumbrance under applicable law;

"**Enforcement Actions**" has the meaning assigned to such term in Clause 7.3 (Enforcement) of the Trust Deed;

"**Enforcement Notice**" means a notice declaring the security created by the Notes Security Documents to be enforceable given by the Security Trustee to the Issuer, pursuant to the Trust Deed at any time following the service to the Issuer of a Note Acceleration Notice;

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended;

"**Euroclear**" and/or "**Clearstream**" means Euroclear Bank, S.A./N.V., as operator of the Euroclear system and Clearstream Banking, S.A., as applicable, or any successors thereto and shall, wherever the context so admits, be deemed to include reference to any additional or alternative clearing system approved by the Issuer and the Notes Trustee in relation to the Notes;

"**European Union**" means the European Union, including member states as of May 1, 2004 but excluding any country which became or becomes a member of the European Union after May 1, 2004;

"**Excess Cash Facility**" means the revolving facility to be made available by the Issuer to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement pursuant to Clause 2.1 (The Excess Cash Facility) thereof;

"**Excess Cash Loans**" means loans made or to be made under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement;

"**Excluded Buyer**" means Virgin Media Ireland Ltd., a private company limited by shares incorporated under the laws of Ireland with registered number 435668 whose registered office is at Building P2, Eastpoint Business Park, Clontarf, Dublin 3, Ireland, as the "Excluded Buyer" pursuant to and in accordance with the Framework Assignment Agreement;

"**Excluded Note**" means any Note held at the time of determination by the Issuer or a member of the VM Group;

"**Existing APMSA**" means the amended and restated accounts payable management services agreement originally dated September 20, 2013 (and amended and restated on the 2020 Restatement Date) between, *inter alios*, the Platform Provider and VMIH as Obligors' Parent;

"**Expenses Agreement**" means the expenses agreement dated on or about the Issue Date between VMIH and the Issuer;

"**Extraordinary Resolution**" means:

(a) a resolution passed at a meeting of the Noteholders, duly convened and held, in each case, in accordance with and subject to the terms of the Trust Deed and the Conditions, by (i) in respect of any matter other than a Basic Terms Modification, a majority consisting of more than 50 per cent. of the persons voting at that meeting, or (ii) in respect of a Basic Terms Modification, a majority consisting of not less than three-fourths of the persons voting at that meeting; or

(b) a resolution in writing signed by or on behalf of all the Noteholders (each, a "**Written Extraordinary Resolution**"), which resolution in writing may be contained in one document or in several documents in the same form each signed by or on behalf of one or more of the Noteholders;

"**Framework Assignment Agreement**" means (i) the Original Framework Assignment Agreement, and (ii) following an SCF Platform Addition, the Original Framework Assignment Agreement and any receivables assignment agreement (or equivalent) to be entered into between, *inter alios*, the Issuer, the Platform Provider and VMIH, in each case of (i) and (ii), as may be amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement) or otherwise modified from time to time, and pursuant to which the Issuer will purchase eligible VM Accounts Receivable from the Platform Provider. As used herein, the term "**Framework Assignment Agreement**" may also refer to, as the context may require, the Framework Assignment Agreement and the Assignment Framework Notes;

"**Further Notes**" has the meaning assigned to such term in Condition 20 (*Issue of Further Notes*);

"**including**" shall be construed as a reference to including without limitation, so that any list of items or matters appearing after the word including shall be deemed not to be an exhaustive list, but shall be deemed rather to be a representative list, of those items or matters forming a part of the category described prior to the word including;

"**Interest Facility**" means the revolving facility to be made available by the Issuer to the New VM Financing Facility Borrower pursuant to Clause 2.2 (*Interest Facility*) of the New VM Financing Facility Agreement;

"**Interest Facility Loans**" means loans made or to be made under the Interest Facility pursuant to the New VM Financing Facility Agreement;

"**Interest Payment Date**" means semi-annually in arrears on each January 15 and July 15 of each year, commencing on January 15, 2021, or, if any such day is not a Business Day, on the next succeeding Business Day;

"**Interest Period**" has the meaning ascribed thereto in Condition 5 (*Interest*);

"**Interest Proceeds Account**" means the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank through which the Issuer will finance the payment of interest on the Notes;

"**Investment Company Act**" means the U.S. Investment Company Act of 1940, as amended;

"**Irish Excluded Assets**" means all assets, property or rights of the Issuer deriving from the Issuer Profit Account and the Corporate Administration Agreement;

"**Issue Date**" means June 17, 2020;

"**Issue Date Arrangements Agreement**" means the agreement dated on or about the Issue Date between VMIH, the Issuer and the Share Trustee;

"**Issue Date Facility**" means the term facility to be made available by the Issuer to the New VM Financing Facility Borrower pursuant to Clause 2.3 (*Issue Date Facility*) of the New VM Financing Facility Agreement;

"**Issuer Available Funds**" means the aggregate of:

(a) (i) all monies standing to the credit of the Issuer Transaction Accounts (including any proceeds of the Notes) and (ii) without double counting, all monies which are to be credited, in accordance with the terms of the Transaction Documents, to the Issuer Transaction Accounts; and

(b) any funds available to be called under the New VM Financing Facility Agreement (provided that prior to the Maturity Date or an early redemption of the Notes in accordance with Condition 6 (*Redemption, Purchase and Cancellation; Approved Exchange Offer*), funds called under the Interest Facility shall only be applied towards payment of interest on the Notes);

"**Issuer Collection Account**" means the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank into which the Issuer will receive payments on Assigned Receivables and amounts under the New VM Financing Facility Agreement (with any such payments being immediately credited to the Interest Proceeds Account or the Principal Proceeds Account, as applicable);

"**Issuer Event of Default**" has the meaning ascribed thereto in Condition 10(b) (*Issuer Events of Default—Events*);

"**Issuer Profit**" means the payment on the Issue Date into the Issuer Profit Account of (i) £3,000 as a fee for entering into the Transactions (as defined in the Trust Deed) and (ii) an arrangement fee of £100 pursuant to the Expenses Agreement;

"**Issuer Profit Account**" means the bank account in the name of the Issuer and into which the Issuer Profit is paid;

"**Issuer Security**" means the security interests created under the Notes Security Documents;

"**Issuer Transaction Accounts**" means the Issuer Collection Account, the Interest Proceeds Account and the Principal Proceeds Account;

a "**law**" shall be construed as any law (including common or customary law), statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court;

"**Margin Amendments**" means any amendments, modifications, supplements or waivers to the Framework Assignment Agreement, any Assignment Framework Note and any other Transaction Document (as applicable), which have the effect of changing the Platform Provider Processing Fee, the Margin, the Funding Rate and/or the Applied Discount (each as defined in the Framework Assignment Agreement and/or the APMSA, as applicable);

"**Maturity Date**" means (i) initially, July 15, 2028 and (ii) following an Accelerated Maturity Event, the New Maturity Date;

"**Net Amount**" means, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the amount to be paid to the relevant Supplier for such Approved Platform Receivable which amount will be specified in the Electronic Data File in respect of such Approved Platform Receivable in accordance with the APMSA. Such Net Amount is intended to be equal to the original face value of the invoice owed to the Supplier less any Credit Notes which are to be applied;

"**New Maturity Date**" means the date that is one Business Day following the VM Change of Control Prepayment Date;

"**New VM Financing Facility**" means the Excess Cash Facility, the Interest Facility and the Issue Date Facility;

"**New VM Financing Facility Agreement**" means the facility agreement entered into on the Issue Date between, *inter alios*, VMIH as borrower and the Issuer as lender;

"**New VM Financing Facility Borrower**" means Virgin Media Investment Holdings Limited, a limited liability company organized and existing under the laws of England and Wales whose registered office is at 500 Brook Drive, Reading, RG2 6UU, United Kingdom, in its capacity as the borrower under the New VM Financing Facility Agreement;

"**New VM Financing Facility Guarantors**" means the Subsidiary Obligors, each in their capacity as guarantor under the New VM Financing Facility Agreement;

"**Note Acceleration Notice**" has the meaning ascribed thereto in Condition 10 (*Issuer Events of Default*);

"**Notes**" shall, unless the context otherwise requires, be construed to mean all of the Notes and any Further Notes issued pursuant to Condition 20 (*Issue of Further Notes*) other than:

(a) those which have been redeemed in full in accordance with the Conditions;

(b) those in respect of which the date for redemption in accordance with the Conditions has occurred and for which the redemption monies (including all interest and other amounts (if any) accrued thereon to such date for redemption) have been duly paid to the Paying Agent or the Notes Trustee in accordance with the Agency and Account Bank Agreement (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with Condition 19 (*Notices and Information*)) and remain available for payment in accordance with the Conditions;

(c) those which have become void under Condition 8 (*Prescription*);

(d) those mutilated or defaced Notes which have been surrendered or cancelled and in respect of which replacement Notes have been issued pursuant to Condition 18 (*Replacement of Notes*); and

(e) (for the purpose only of ascertaining how many Notes are outstanding and without prejudice to their status for any other purpose) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 18 (*Replacement of Notes*);

"**Notes Collateral**" has the meaning assigned to such term in Condition 3(d) (*Status, Priority and Security—Security*);

"**Notes Secured Obligations**" means the aggregate of all monies and other liabilities for the time being due or owing by the Issuer to the Secured Parties under or pursuant to the Trust Deed (including these Conditions), the Notes, the Agency and Account Bank Agreement and the other Notes Security Documents;

"**Notes Security Documents**" means the documents evidencing the security interests granted over the Notes Collateral (including, without limitation, the Trust Deed) and any other agreement or instrument from time to time governing a grant of a security interest permitted under the Trust Deed or the provisions of these Conditions to secure, *inter alia*, the obligations under the Notes;

"**Obligor**" means, with respect to each VM Account Receivable, any person (other than the Excluded Buyer) who owes a payment obligation in respect of such VM Account Receivable or any payment

undertaking related to such VM Account Receivable to the Platform Provider or the Issuer pursuant to the Framework Assignment Agreement or the APMSA, in any case, related to such VM Account Receivable, whether such obligation forms the whole or any part of such VM Account Receivable. On the Issue Date, the Obligors will be VMIH, together with each of Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited;

"**Obligor Enforcement Notification**" means a notice informing an Obligor of an Assignment pursuant to the Framework Assignment Agreement;

"**Obligors' Parent**" means VMIH in its capacity, under the Framework Assignment Agreement and the Accounts Payable Management Services Agreement, as parent of the Subsidiary Obligors;

"**Offering Circular**" means the Offering Circular published in connection with the Notes dated June 3, 2020;

"**Officer**" of any person means the chairman of the board of directors, the chief executive officer, the chief financial officer, any director, any managing director, the treasurer, any assistant treasurer, the secretary, any assistant secretary, or any authorized signatory of such person;

"**Officer's Certificate**" means a certificate signed by one or more Officers;

"**Original Framework Assignment Agreement**" means the framework assignment agreement dated on or about the Issue Date between, *inter alios*, the Issuer, the Platform Provider and VMIH;

"**Payment Obligation**" means an independent and primary obligation of each Obligor on a joint and several basis to pay to the Relevant Recipient the Certified Amount on the Confirmed Payment Date under the APMSA;

"**Permitted Encumbrances**" means:

(a) Encumbrances for taxes on the assets of the Issuer if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; provided that any reserve or other appropriate provision that shall be required in conformity with Irish GAAP as it applied for a period of account ending on December 31, 2004 (or other applicable accounting standard if the Issuer so elects) shall have been made therefor;

(b) Encumbrances created for the benefit of (or to secure) the Notes, including any Further Notes (including any Encumbrances granted pursuant to the Notes Security Documents);

(c) Encumbrances granted to the Notes Trustee or the Security Trustee for their compensation and indemnities pursuant to the Trust Deed; and

(d) Encumbrances with respect to bankers' liens, rights of set-off or similar rights or remedies in respect of cash maintained in bank accounts or certificates of deposit;

a "**person**" or "**Person**" means, any individual, firm, company, corporation, government, state or agency of a state or any association or partnership, limited liability company, trustee or statutory business trust (whether or not having separate legal personality) of two or more of the foregoing;

"**Platform Provider**" means (i) initially, ING Bank N.V., in its capacity as provider and the administrator of the SCF Platform, together with its successors and permitted assigns; (ii) following an SCF Platform Addition, ING Bank N.V. (together with its successors and permitted assigns) and any additional provider and administrator of an additional SCF Platform approved or appointed by VMIH or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns); and (iii) following an SCF Platform Replacement, the successor provider and administrator of the replacement SCF Platform approved or appointed by VMIH or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns);

"**Potential Event of Default**" means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition would constitute an Issuer Event of Default;

"**Principal Proceeds Account**" means the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank through which the Issuer will finance its periodic purchases of VM Accounts Receivable available through the SCF Platform and the ultimate repayment of principal on the Notes;

"**Priorities of Payments**" refers to the Pre-Enforcement Priority of Payments as set out in Condition 3(e) (*Status, Priority and Security—Pre-Enforcement Priority of Payments*) and/or the Post-Enforcement Priority of Payments as set out in Condition 3(f) (*Status, Priority and Security—Post-Enforcement Priority of Payments*), as the context may require;

"**Purchase Price Amount**" has the meaning assigned above under " *—Overview of the Structure of the Offering of the Notes*";

"**QIB**" means a "qualified institutional buyer" as defined in Rule 144A;

"**Qualified Purchaser**" means a "qualified purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act and Rules 2a51-1, 2a51-2 and 2a51-3 under the Investment Company Act;

"**Quarterly Portfolio Reports**" mean the reports relating to the Assigned Receivables and outstanding loans under the New VM Financing Facility, prepared by the Administrator pursuant to paragraph (v)(B) of Part A of Schedule 3 (General Duties of the Administrator) of the Agency and Account Bank Agreement;

"**Recast E.U. Insolvency Regulations**" means Council Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast);

"**Receivable**" means an amount of money payable by an Obligor to a Supplier as a result of an existing business relationship, evidenced by an invoice and includes all rights attaching thereto under the relevant contract to which such invoice relates;

"**Receiver**" means a receiver, administrative receiver, trustee, administrator, custodian, conservator, liquidator, examiner, curator or other similar official (other than any party, including without limitation the Notes Trustee, the Security Trustee and the Administrator, appointed or otherwise acting pursuant to or in connection with the Trust Deed, the other Notes Security Documents, the Notes and the Agency and Account Bank Agreement);

"**Record Date**" means, with respect to any payments to Noteholders in respect of the Notes (i) with respect to the Global Notes, the close of business (in the relevant clearing system) on the Clearing System Business Day immediately before the due date for such payment, where "**Clearing System Business Day**" means a day on which each of the clearing systems for which the Global Note is being held is open for business, or (ii) with respect to any Definitive Notes which have been issued, to the Noteholders of record of the Notes on the immediately preceding January 1 and July 1;

"**Register**" means the register kept at the office of the Registrar in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Notes and the registration of transfers and exchanges of Notes;

"**Regulation S**" means Regulation S promulgated under the Securities Act;

"**Relevant Date**" means, for the purposes of Condition 8 (*Prescription*), in respect of any payment in relation to the Notes, whichever is the later of:

(a) the date on which the payment in question first becomes due; and

(b) if the full amount payable has not been received by the Paying Agent or the Notes Trustee on or prior to that date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders in accordance with Condition 19 (*Notices and Information*);

"**Relevant Recipient**" means, with respect to a Payment Obligation:

(a) the Platform Provider; or

(b) following a transfer of the Payment Obligation from the Platform Provider to a Transferee (as defined in the Accounts Payable Management Services Agreement) or from one Transferee to another Transferee, the Transferee to whom the Payment Obligation has most recently been transferred;

"**repay**", "**redeem**" and "**pay**" shall each include both of the others and "**repayable**", "**repayment**" and "**repaid**" and "**redeemable**", "**redemption**" and "**redeemed**" and "**payable**", "**payment**" and "**paid**" shall be construed accordingly;

"**Rule 144A**" means Rule 144A promulgated under the Securities Act;

"**SCF Platform**" means the electronic supply chain financing systems, managed by the Platform Provider and administered under the terms of the APMSA, to facilitate receivables financing provided by the Platform Provider and other participating funding providers, including the Issuer, and made available to

VMIH and certain of its subsidiaries (including the Subsidiary Obligors), together with any additional system approved by VMIH or a Subsidiary Obligor pursuant to an SCF Platform Addition and any replacement system approved by VMIH or a Subsidiary Obligor pursuant to an SCF Platform Replacement;

"**SCF Platform Addition**" means the addition of another system established and administered by an additional Platform Provider to facilitate receivables financing made available to VMIH and certain of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by VMIH or a Subsidiary Obligor;

"**SCF Platform Addition Documentation**" means the relevant additional Framework Assignment Agreement, together with any amendments, modifications, supplements or additions to any Transaction Document as is reasonably required (in the determination of VMIH) to implement an SCF Platform Addition;

"**SCF Platform Replacement**" means the replacement of the then-current SCF Platform with another online system established and administered by a successor Platform Provider to facilitate receivables financing made available to VMIH and certain of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by VMIH or a Subsidiary Obligor;

"**SCF Platform Website**" means https://www.ingscfplatform.com/ or such other website address as may be notified by the Platform Provider from time to time;

"**SCF Transfer**" means, in respect of a Receivable that has been given the status "approved" by or on behalf of the relevant Obligor in an Electronic Data File posted to the SCF Platform, the transfer and/or acquisition, or deemed transfer and/or acquisition, of all rights, interests and benefit of such Receivable and any related rights from the relevant Supplier to or by the Platform Provider by way of assignment, subrogation or otherwise upon payment of the Net Amount for such Receivable by the Platform Provider to the relevant Supplier pursuant to the terms of the APMSA;

"**Secured Parties**" means each of the following (here stated in no order of priority):

(a) the Security Trustee and any Receiver, manager or other Appointee appointed under the Trust Deed or any Notes Security Document;

(b) the Notes Trustee and any Appointee of the Notes Trustee, the Noteholders and the Agents under the Trust Deed (including these Conditions), the Notes, and the Agency and Account Bank Agreement; and

(c) any other person who accedes as a beneficiary of the Notes Security Documents;

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

"**Securitisation Regulation**" means any regulation of the European Union and/or the United Kingdom related to simple, transparent and standardised securitisation including any implementing regulations, technical standards and official guidance related thereto;

a "**subsidiary**" of a company or corporation shall be construed as a reference to any company or corporation (A) which is controlled, directly or indirectly, by the first-mentioned company or corporation; or (B) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or (C) which is a subsidiary of another subsidiary of the first-mentioned company or corporation and for these purposes a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"**Subsidiary Obligors**" means Virgin Media Limited, a private limited company incorporated under the laws of England and Wales with registered number 02591237 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Mobile Telecoms Limited, a private limited company incorporated under the laws of England and Wales with registered number 03707664 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Media Senior Investments Limited, a private limited company incorporated under the laws of England and Wales with registered number 10362628 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; and any additional "Buyer Subsidiary" (as defined in the Accounts Payable Management Services Agreement) that accedes to the Accounts Payable Management Services Agreement in accordance with its terms, each in its capacity as a Subsidiary Obligor under the Accounts Payable Management Services Agreement, other than the Excluded Buyer (in accordance with the Framework Assignment Agreement);

"**Supplier**" means:

(a) the suppliers accepted by the Platform Provider and which are listed in Part A of Schedule 2 to the APMSA (as may be updated or supplemented by the Platform Provider from time to time when any changes to the details set out therein occurs including for the addition of any Additional Suppliers);

(b) any supplier proposed by the Obligors' Parent to the Platform Provider as a supplier and meeting the eligibility criteria set out in Part B of Schedule 2 to the APMSA; and

(c) following an SCF Platform Replacement or SCF Platform Addition, any supplier whose invoices are permitted to be settled under or pursuant to such replacement or additional SCF Platform;

"**tax**" means any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any jurisdiction or any sub-division of it or by any authority in it having power to tax, and taxes, taxation, taxable and comparable expressions shall be construed accordingly;

"**Tax Event**" means the occurrence of any of the following events by reason of a change in tax law (or in the application or official interpretation of any tax law) that becomes effective after the Issue Date:

(a) the Issuer would on the next Interest Payment Date be required to deduct or withhold from any payment of principal, interest or other amounts (if any) on the Notes any amount for or on account of any present or future taxes imposed, levied, collected, withheld or assessed by the jurisdiction of tax residency of the Issuer or any political subdivision thereof or any authority thereof or therein and would be required to make an additional payment in respect thereof pursuant to Condition 9(a) (*Taxation—Gross Up for Deduction or Withholding*); or

(b) any amounts payable by the Borrower or any member of the VM Group to the Issuer under the New VM Financing Facility Agreement or in respect of the funding costs of the Issuer cease to be receivable in full or the Borrower or any member of the VM Group incurs increased costs thereunder;

"**Transaction Documents**" means the Notes, the Trust Deed (including, for the avoidance of doubt, these Conditions and Schedules thereto), the New VM Financing Facility Agreement (and the other finance documents related thereto), the Expenses Agreement, the Issue Date Arrangements Agreement and any additional issue date arrangements or agreements entered into in connection with the issuance of Further Notes, the Accounts Payable Management Services Agreement, the Framework Assignment Agreement (and each Assignment Framework Note delivered in accordance with the terms thereof), together with the Agency and Account Bank Agreement, and the Corporate Administration Agreement and each, a "**Transaction Document**";

"**Transactions**" means the issuance of the Notes offered hereby, the application of the proceeds of the Notes as described in the Offering Circular (including the purchase of VM Accounts Receivable pursuant to the Framework Assignment Agreement and the funding of the New VM Financing Facility Loans pursuant to the New VM Financing Facility Agreement), the making or receiving of payments under the New VM Financing Facility Agreement, the entry into the Transaction Documents and the Issuer's performance of its obligations thereunder, as further described in the Offering Circular;

"**VM Account Receivable**" means, collectively, a Payment Obligation which has arisen under the Accounts Payable Management Services Agreement in favour of the Platform Provider and any Receivable relating thereto, solely to the extent that such Receivable has been acquired by the Platform Provider;

"**VM Change of Control Event**" has the meaning assigned to the term "Change of Control" in the New VM Financing Facility Agreement;

"**VM Change of Control Prepayment Date**" has the meaning given to the term "Change of Control Prepayment Date" in the New VM Financing Facility Agreement;

"**VM Change of Control Prepayment Offer**" has the meaning assigned to the term "Change of Control Prepayment Offer" in the New VM Financing Facility Agreement;

"**VM Event of Default**" means an "Event of Default" as defined in the New VM Financing Facility Agreement;

"**VM Group**" means VMIH together with any of its subsidiaries from time to time; and

"**VMIH**" means Virgin Media Investment Holdings Limited and any and all successors thereto.

Singular and Plural

(a) Unless the context otherwise requires:

(i) words denoting the singular number only include the plural number also and vice versa;

(ii) a defined term in the plural which refers to a number of different items or matters may be used in the singular or plural to refer to any (or any set) of those items or matters, as the context requires;

(iii) words denoting one gender only include the other genders; and

(iv) words denoting persons only include firms, corporations and other organised entities, whether separate legal entities or otherwise, and vice versa.

Agreements and Statutes

(b) Unless the context otherwise requires, any reference in these Conditions to:

(i) the Trust Deed, the Agency and Account Bank Agreement, any other Transaction Document or any other agreement, deed or document shall be construed as a reference to the relevant agreement, deed or document as the same may have been, or may from time to time be, replaced, extended, amended, varied, novated, supplemented or superseded in accordance with its terms and includes any agreement, deed or document expressed to be supplemental to it, as from time to time so extended, amended, varied or novated; and

(ii) any statutory provision or legislative enactment shall be deemed also to refer to any re-enactment, modification or replacement thereof and any statutory instrument, order or regulation made thereunder or under any such re-enactment.

Overview of the Structure of the Offering of the Notes

(c) The section entitled "*Overview of the Structure of the Offering of the Notes*" contains a description of the Transactions as of the Issue Date and does not purport to account for all relevant transactions (including, without limitation, one or more issuances of Further Notes) which might occur after the Issue Date. In the event of a conflict in these Conditions between the definitions set forth in the section entitled "*Overview of the Structure of the Offering of the Notes*" and the definitions set forth in Condition 1(a) ("Definitions and Principles of Construction—General Interpretation"), the latter shall prevail.

2. Form, Denomination and Title

Form and Registration

(a) The Notes will be sold only (i) to non-U.S. persons outside the United States in offshore transactions in reliance on Regulation S under the Securities Act or (ii) in the United States to persons that are (x) QIBs and (y) also Qualified Purchasers. Each note sold to a person that, at the time of the acquisition, purported acquisition or proposed acquisition of any such Note, is both a QIB and a Qualified Purchaser will be issued in the form of one or more permanent global notes in definitive, fully registered form without interest coupons (the "**Rule 144A Global Notes**"). The Notes sold to non-U.S. persons in offshore transactions in reliance on Regulation S will be issued in the form of one or more permanent global notes in definitive, fully registered form without interest coupons (the "**Regulation S Global Notes**"). The Rule 144A Global Notes and the Regulation S Global Notes are referred to herein collectively as the "**Global Notes**".

(b) Each initial investor in the Notes and subsequent transferee of an interest in a Global Note (except, in the case of the initial purchasers of the Notes, as may be expressly agreed in writing between such initial purchaser and the Issuer) will be deemed to represent, among other matters, as to its status under the Securities Act, the Investment Company Act and ERISA, as applicable.

(c) As used herein, "**U.S. person**" shall have the meanings assigned to such term in Regulation S. The term "**offshore transaction**" shall have the meaning assigned to such term in Regulation S.

(d) The Global Notes will be deposited with the common depository for the respective accounts of Euroclear and Clearstream and registered in the name of a nominee of the common depository.

(e) A beneficial interest in a Regulation S Global Note may be transferred to a person who takes delivery in the form of an interest in the corresponding Rule 144A Global Note only upon, in accordance with the

applicable procedures of the Clearing Systems, and receipt by the Transfer Agent of (i) a written certification from the transferor in the form required by the Trust Deed to the effect that such transfer is being made to a person whom the transferor reasonably believes is (x) a QIB in a transaction meeting the requirements of Rule 144A, and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction and (y) also a Qualified Purchaser, and (ii) a written certification from the transferee in the form required by the Trust Deed to the effect, among other things, that such transferee is (x) a QIB and (y) also a Qualified Purchaser. In accordance with the applicable procedures of the Clearing Systems, beneficial interests in a Rule 144A Global Note may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Note only upon receipt by the Transfer Agent of a written certification from the transferor in the form required by the Trust Deed to the effect that such transfer is being made in accordance with Regulation S and a written certification from the transferee in the form required by the Trust Deed to the effect, *inter alia*, that such transferee is a non-U.S. person purchasing such beneficial interest in such Regulation S Global Note in an offshore transaction pursuant to Regulation S. Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such Global Note, and become an interest in such other Global Note, and accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Notes for as long as it remains such an interest.

(f) The registered owner of the relevant Global Note will be the only person entitled to receive payments in respect of the Notes represented thereby, and the Issuer will be discharged by payment to the registered owner of such Global Note or in respect of each amount so paid. No person other than the registered owner of the relevant Global Note will have any claim against the Issuer in respect of any payment due on that Global Note.

(g) Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to have Notes registered in their names, will not receive or be entitled to receive definitive physical Notes, and will not be considered "holders" of Notes under the Trust Deed or the Notes. If Euroclear or Clearstream notifies the Issuer that it is unwilling or unable to continue as depository for Global Notes and a successor depository or custodian is not appointed by the Issuer within 120 days after receiving such notice, the Issuer will issue or cause to be issued, Notes in the form of definitive physical certificates in exchange for the applicable Global Notes to the beneficial owners of such Global Notes in the manner set forth in the Trust Deed. In addition, the owner of a beneficial interest in a Global Note will be entitled to receive a definitive physical Note in exchange for such interest if Euroclear and/or Clearstream so request following an Issuer Event of Default which is continuing, or if the holder of a beneficial interest in a Global Note requests such exchange in writing delivered through Euroclear and/or Clearstream or to the Issuer following an Issuer Event of Default which is continuing. Additionally, the Issuer, may, at its option, notify the Notes Trustee in writing that it elects to exchange in whole, but not in part, the Global Note for a definitive physical Note. In the event that definitive physical certificates are not so issued by the Issuer to such beneficial owners of interests in Global Notes, the Issuer expressly acknowledges that such beneficial owners shall be entitled to pursue any remedy that the holders of a Global Note would be entitled to pursue in accordance with the Trust Deed (but only to the extent of such beneficial owner's interest in the Global Note) as if definitive physical Notes had been issued; *provided that* the Notes Trustee shall be entitled to rely, absolutely and without further enquiry, upon any certificate of ownership provided by such beneficial owners and/or other forms of reasonable evidence of such ownership. In the event that definitive physical Notes are issued in exchange for Global Notes as described above, the applicable Global Note will be surrendered to the Registrar by Euroclear or Clearstream and the Issuer will execute and the Registrar will authenticate and deliver an equal aggregate outstanding principal amount of definitive physical Notes.

(h) The Notes will be subject to certain restrictions on transfer set forth therein and in the Trust Deed and the Notes will bear the restrictive legend set forth under "*Transfer Restrictions*".

3. Status, Priority and Security

Status and Relationship between the Notes

(a) The Notes constitute direct and, upon issue, unconditional obligations of the Issuer subject to the Trust Deed and these Conditions and are secured by the Issuer Security over the Notes Collateral. The Notes are the obligations solely of the Issuer and not obligations of, or guaranteed by, any of the other parties to the Transaction Documents. The Notes rank pari passu without preference or priority among themselves. Certain other obligations of the Issuer rank in priority to the Notes in accordance with the Priorities of Payments set out in this Condition 3 (*Status, Priority and Security*).

Conflicts of Interest

(b) In relation to the exercise or performance by it of each of its trusts, powers, authorities, duties, discretions and obligations under or in connection with the Trust Deed and each of the other Transaction Documents or conferred upon it by operation of law, the Notes Trustee shall not have regard to the circumstances of individual Noteholders (and in particular the place where they are domiciled or resident for any purpose) and no Noteholder shall have any right to be compensated by the Issuer or any other person for the tax or other consequences for it individually of any such exercise or performance.

(c) The Trust Deed and other Notes Security Documents contain provisions requiring the Security Trustee to have regard solely to the interests of the Secured Parties as regards the exercise and performance of all its powers, trusts, agency, authorities, duties and discretions in respect of the Notes Collateral, the Notes Security Documents or any other Transaction Document the rights and benefits of which are comprised in the Notes Collateral.

Security

(d) As security for the payment or discharge of the Notes Secured Obligations, to the extent permitted under applicable law, the Issuer has created the following security pursuant to the Notes Security Documents:

(i) a first fixed charge over its rights, title, benefit and interest in, to and under the Assigned Receivables;

(ii) an assignment by way of security over its rights under all contracts, agreements, deeds and documents to which it is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including, without limitation, the New VM Financing Facility Agreement, the Expenses Agreement, the Framework Assignment Agreement and the Issue Date Arrangements Agreement);

(iii) a first fixed charge over its rights to all amounts at any time standing to the credit of the Issuer Transaction Accounts; and

(iv) a first floating charge over all the present and future property, assets and undertaking of the Issuer not subject to the fixed charges or assignments by way of security described above,

the assets in (i) through (iv) above collectively, but excluding the Irish Excluded Assets, the "**Notes Collateral**".

Pre-Enforcement Priority of Payments

(e) Until the Security Trustee serves an Enforcement Notice on the Issuer, the Administrator shall, on behalf of the Issuer, apply Issuer Available Funds in accordance with the Agency and Account Bank Agreement and the other Transaction Documents.

Post-Enforcement Priority of Payments

(f) After the Security Trustee serves an Enforcement Notice on the Issuer, all monies subsequently received by the Issuer or the Security Trustee in respect of the Assigned Receivables, and any other Notes Collateral, shall be credited to the relevant Issuer Transaction Account and shall be applied by the Security Trustee in or towards satisfaction of the Notes Secured Obligations in each case with interest and any value added tax payable thereon (if applicable) as provided for in the relevant Transaction Document in the following order of priority (the "**Post-Enforcement Priority of Payments**") (and in each case only if and to the extent that payments or provisions of a higher priority, if any, have been made in full):

(i) *first,* in or towards satisfaction, on a *pro rata* and *pari passu* basis, of (A) the fees or other remuneration and indemnity payments (if any) then payable to any Receiver and any costs, charges, liabilities and expenses incurred by it, (B) the fees or other remuneration and indemnity payments (if any) payable to the Notes Trustee and any Appointee of the Notes Trustee and any costs, charges, liabilities and expenses incurred by it for which it is entitled to be reimbursed or indemnified under the Transaction Documents and (C) the fees or other remuneration and indemnity payments (if any) payable to the Security Trustee and any Appointee of the Security Trustee and any costs, charges, liabilities and expenses incurred by it for which it is entitled to be reimbursed or indemnified under the Trust Deed or the other Transaction Documents;

(ii) *second,* in or towards satisfaction, on a *pro rata* and *pari passu* basis of the fees or other remuneration and indemnity payments (if any) then due and payable to (A) the relevant Agents under the Agency and Account Bank Agreement, and (B) the Corporate Servicer under the Corporate Administration Agreement, in each case, including any costs, charges, liabilities and expenses incurred by it;

(iii) *third*, in or towards satisfaction, on a *pro rata* and *pari passu* basis, according to the respective amounts due, of the fees then due and payable to (i) the Issuer's independent auditors in connection with the services provided to it by such auditors and (ii) the Issuer's other advisors, including legal and tax advisors in connection with the services provided to it by such advisors;

(iv) *fourth,* in or towards satisfaction, on a *pro rata* and *pari passu* basis, according to the respective amounts due, of all interest and all amounts of principal due and payable in respect of the Notes;

(v) *fifth*, to the extent not paid or provided for under paragraphs (i) to (iii) (inclusive), in or towards satisfaction, on a *pro rata* and *pari passu* basis, according to the respective amounts due, of any amounts due and payable pursuant to and in accordance with any Transaction Document (other than to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement); and

(vi) *sixth*, any surplus to the Issuer (or to the New VM Financing Facility Borrower, on behalf of the Issuer, in accordance with the New VM Financing Facility Agreement).

4. Covenants

The Issuer has given certain covenants to the Notes Trustee and the Security Trustee pursuant to the Trust Deed. In particular, except with the prior written consent of the Notes Trustee and the Security Trustee or as expressly provided in these Conditions or any of the other Transaction Documents, the Issuer shall not, so long as any Note remains outstanding:

Negative Pledge

(a) create or permit to subsist any security interest over the whole or any part of its present or future assets, revenues or undertaking, except for Permitted Encumbrances;

Restrictions on Activities

(b) carry on any business other than as contemplated by the Transaction Documents and, in respect of that business, shall not engage in any activity or do anything whatsoever except that the Issuer shall be entitled to:

(i) enter into the Transaction Documents to which it is a party and preserve, exercise and/or enforce any of its rights and perform and observe its obligations under and pursuant to the Transaction Documents to which it is a party and under any modifications, supplements or additions thereto;

(ii) engage in activities relating to the offering, sale and issuance of the Notes (including any Further Notes) and the lending or otherwise advancing the proceeds thereof, or proceeds received pursuant to the Issue Date Arrangements Agreement, to the VM Group and any other activities in connection therewith;

(iii) engage in those activities undertaken as investments in the loans under the New VM Financing Facility Agreement or cash and cash equivalents for purposes of assuring the servicing or timely distribution of proceeds to Noteholders or related or incidental to purchasing or otherwise acquiring or holding Assigned Receivables or loans under the New VM Financing Facility Agreement;

(iv) perform any act, incidental to or necessary in connection with any of the above; and

(v) engage in those activities directly related or incidental to its continued existence and proper management; *provided, however*, that the Issuer shall not hold any assets other than Assigned Receivables, loans under the New VM Financing Facility Agreement or cash or cash equivalents for the purposes described in (iii) above;

Enforceability of the Notes Security Documents

(c) take any steps as a result of which the validity or effectiveness or enforceability of the Notes Security Documents shall be affected or otherwise impaired in any material respect or the priority of the security given under or pursuant to the Notes Security Documents shall be amended, terminated, postponed or discharged, except (i) for Permitted Encumbrances, (ii) at redemption or satisfaction and discharge of the Notes in accordance with the provisions of these Conditions and the Trust Deed or (iii) as otherwise expressly permitted by the provisions of these Conditions, the Trust Deed and the other Notes Security Documents;

Disposal of Assets

(d) dispose of the Notes Collateral or any part thereof without the consent of the Notes Trustee or the Security Trustee, as applicable, except (i) in connection with the incurrence of a Permitted Encumbrance, (ii) to facilitate or in connection with a Redemption Block Assignment (as defined below), or (iii) otherwise in accordance with the express provisions of these Conditions, the Trust Deed or any other Transaction Document to which it is a party; *provided*, for the avoidance of doubt, that the Notes Trustee or the Security Trustee, as applicable, may dispose of the Notes Collateral following the delivery of an Enforcement Notice in accordance with these Conditions and the Trust Deed;

Indebtedness

(e) create, incur or permit to subsist any indebtedness or give any guarantee or indemnity in respect of indebtedness or of any other obligation of any person, other than the Notes, Further Notes, or any obligation to make payments under the New VM Financing Facility Agreement;

Dividends, Distributions and Shares

(f) pay any dividend or make any other distribution to its shareholders or issue any further shares, other than to the Share Trustee on or prior to the date of the Trust Deed, or otherwise in accordance with the terms of the Transaction Documents to which the Issuer is party;

Subsidiaries, Employees and Premises

(g) have or form or cause to be formed, any subsidiaries or subsidiary undertakings of any other nature or have any employees or premises;

Merger

(h) amalgamate, consolidate or merge with any other person or transfer its assets, revenues or undertaking to any other person, except (i) in connection with the incurrence of a Permitted Encumbrance, (ii) pursuant to any Enforcement Actions following the delivery of an Enforcement Notice in accordance with these Conditions and the Trust Deed or (iii) otherwise in accordance with the express provisions of these Conditions, the Trust Deed or any other Transaction Document to which it is a party;

Bank Accounts

(i) have an interest in any bank account other than the Issuer Profit Account and the Issuer Transaction Accounts, unless that account or interest is charged to the Security Trustee on terms acceptable to the Security Trustee;

Separateness

(j) permit or consent to any of the following occurring:

(i) its books and records being maintained with or commingled with those of any other person or entity;

(ii) its bank accounts and the debts represented thereby being commingled with those of any other person or entity;

(iii) its assets or revenues being commingled with those of any other person or entity; or

(iv) its business being conducted other than in its own name,

and, in addition and without limitation to the above, the Issuer shall or shall procure that, with respect to itself:

(A) separate financial statements in relation to its financial affairs to be maintained; (B) all corporate formalities with respect to its affairs to be observed;

(B) separate stationery, invoices and cheques to be used; and

(C) it always holds itself out as a separate entity.

Tax Residence

(k) become tax resident in any country outside Ireland; and

(l) elect to be treated as other than a corporation for U.S. federal income tax purposes;

In addition, pursuant to the Trust Deed the Issuer has undertaken to the Security Trustee that:

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(m) it shall (i) maintain its registered office in the jurisdiction of its incorporation and (ii) maintain its "centre of main interests" for the purposes of the Recast E.U. Insolvency Regulations in Ireland; and

Establishment

(n) it shall not maintain an "establishment" (as that expression is used in the Recast E.U. Insolvency Regulations) in any jurisdiction other than Ireland.

5. Interest

Period of Accrual

(a) Interest on Notes will accrue from their applicable issue date. Interest will accrue: (i) in the case of the first interest period, in respect of the period commencing on (and including) the applicable issue date, and ending on (but excluding) the following Interest Payment Date, and (ii) in the case of each subsequent interest period, in respect of each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date (each such period, an "**Interest Period**"). Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

(b) The Notes shall cease to bear interest from and including the due date for redemption, unless, upon due presentation of the Notes to be redeemed, payment of the relevant amount of principal or any part of it is not made when due or is otherwise improperly withheld or refused. In that event, the Notes shall continue to bear interest in accordance with this Condition 5 (*Interest*) (both before and after judgment) until whichever is the earlier of (A) the day on which all sums due in respect of such Notes up to (but excluding) that day are received by or on behalf of the relevant Noteholder(s) and (B) the seventh day after the Trustee or the Paying Agent has notified the Noteholders in accordance with Condition 19 (*Notices and Information*) that such payment will be made in respect of all such Notes up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant Noteholders under these Conditions).

Interest Payment Dates and Interest Periods

(c) Interest on the Notes is payable semi-annually in arrears on each Interest Payment Date in respect of the Interest Period ending on (but excluding) that Interest Payment Date.

Rate of Interest

(d) Interest on the Notes will accrue at the rate of 4.875% per annum.

6. Redemption, Purchase and Cancellation; Approved Exchange Offer

Final Redemption

(a) Subject to Condition 6(m) (*Redemption, Purchase and Cancellation; Approved Exchange Offer—Limited Recourse*), unless previously redeemed in full and cancelled, the Notes will be redeemed at their principal amount on the Maturity Date (or, following the occurrence of an Accelerated Maturity Event, at the Accelerated Redemption Price on the New Maturity Date) together with interest and other amounts (if any) accrued to the initial Maturity Date or the New Maturity Date, as applicable. The date on which the Notes are redeemed in full may be earlier than the initial Maturity Date. The Issuer may not redeem any of the Notes in whole or in part prior to that date except as provided in this Condition 6 (*Redemption, Purchase and Cancellation; Approved Exchange Offer*), but without prejudice to Condition 8 (*Prescription*). At least two Business Days prior to the date of such final redemption of the Notes, any and all Assigned Receivables shall be repaid or prepaid by the Obligors or sold as part of a Redemption Block Assignment (as defined below).

Early Redemption: Tax Event

(b) The Issuer will give notice to the New VM Financing Facility Borrower in the event that a Tax Event has occurred or will occur and despite using all reasonable endeavours to mitigate the effects of the occurrence of such Tax Event, it has been unable to do so. In the event that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer pursuant to Clause 7.2(a) (*Voluntary Prepayment*) of the New VM Financing Facility Agreement, the Issuer will redeem all, but not some only, of the Notes specified in the notice referred to in paragraph (i) below at the principal amount of such Notes together with interest and other amounts (including Additional Amounts), if any, accrued to the applicable redemption date;

provided in all cases that:

(i) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(ii) any and all Assigned Receivables are repaid or prepaid by the Obligors prior to the date of such redemption, or to the extent any Assigned Receivables will not be repaid or prepaid by the Obligors prior to the date of such redemption (the "**Remaining Assigned Receivables**"), the Issuer shall have assigned or agreed to assign (the "**Redemption Block Assignment**") its right, title and interest in the Remaining Assigned Receivables to any person (which, for the avoidance of doubt, can be a special purpose vehicle) and the Issuer shall have received payment for the Redemption Block Assignment of the Remaining Assigned Receivables prior to the date of such redemption;

(iii) all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of such redemption; and

(iv) before giving the notice referred to in paragraph (i) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, the funds (the "**Tax Event Sufficient Funds**") required to discharge in full all amounts payable to the Noteholders on redemption of the Notes. For the avoidance of doubt, the Tax Event Sufficient Funds may include amounts to be repaid or prepaid under (ii) and (iii) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

Early Redemption: Illegality

(c) The Issuer will redeem all, but not some only, of the Notes specified in the notice referred to in paragraph (i) below at the principal amount of such Notes together with interest and other amounts (including Additional Amounts), if any, accrued to the applicable redemption date if at any time it becomes unlawful in any applicable jurisdiction for the Issuer to be a lender or to perform any of its obligations under the New VM Financing Facility Agreement, *provided that*:

(i) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(ii) any and all Assigned Receivables are repaid or prepaid by the relevant Obligors prior to the date of such redemption, or to the extent there are or will be Remaining Assigned Receivables prior to the date of redemption, the Issuer shall have completed or agreed to complete a Redemption Block Assignment of its right, title and interest in the Remaining Assigned Receivables to any person (which, for the avoidance of doubt, can be a special purpose vehicle) and the Issuer shall have received payment for the Redemption Block Assignment of the Remaining Assigned Receivables prior to the date of such redemption;

(iii) all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of such redemption; and

(iv) before giving the notice referred to in paragraph (i) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, the funds required (the "**Illegality Sufficient Funds**") to discharge in full all amounts payable to the Noteholders on redemption of the Notes. For the avoidance of doubt, the Illegality Sufficient Funds may include amounts to be repaid or prepaid under (ii) and (iii) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

Early Make-Whole Redemption Event

(d) (i) In the event that all or any portion of amounts lent to the New VM Financing Facility Borrower under the Excess Cash Facility are repaid to the Issuer at any time prior to July 15, 2023 pursuant to Clause 7.2(d) (*Voluntary Prepayment*) of the New VM Financing Facility Agreement (the "**Early Partial Make-Whole Redemption Event**"), the Issuer will redeem an aggregate principal amount of the Notes equal to the principal amount of the Excess Cash Facility prepaid in such Early Partial Make-Whole Redemption Event at the principal amount of such Notes plus the Applicable Premium, together with interest and other amounts (including Additional Amounts), if any, accrued, to the applicable redemption date, *provided that*:

(A) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(B) all amounts lent to the New VM Financing Facility Borrower under the Excess Cash Facility that are to be repaid or all amounts that are to be paid to the Issuer in connection with such Early Partial Make-Whole Redemption Event are so repaid or paid to the Issuer prior to the date of such redemption; and

(C) before giving the notice referred to in paragraph (A) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, the funds required (the "**Make-Whole Sufficient Funds**") to discharge in full all amounts payable to the Noteholders on redemption of such Notes. For the avoidance of doubt, the Make-Whole Sufficient Funds may include amounts to be paid under (B) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

(ii) In the event that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer at any time prior to July 15, 2023 pursuant to Clause 7.2(b) (*Voluntary Prepayment*) of the New VM Financing Facility Agreement, the Issuer will redeem all, but not some only, of the Notes, at the principal amount of such Notes plus the Applicable Premium, together with interest and other amounts (including Additional Amounts), if any, accrued, to the applicable redemption date, *provided that*:

(A) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(B) any and all Assigned Receivables are repaid or prepaid by the relevant Obligors prior to the date of such redemption, or to the extent there are or will be Remaining Assigned Receivables prior to the date of redemption, the Issuer shall have completed or agreed to complete a Redemption Block Assignment of its right, title and interest in the Remaining Assigned Receivables to any person (which, for the avoidance of doubt, can be a special purpose vehicle) and the Issuer shall have received payment for the Redemption Block Assignment of the Remaining Assigned Receivables prior to the date of such redemption;

(C) all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of such redemption; and

(D) before giving the notice referred to in paragraph (A) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, the Make-Whole Sufficient Funds to discharge in full all amounts payable to the Noteholders on redemption of the Notes. For the avoidance of doubt, the Make-Whole Sufficient Funds may include amounts to be repaid or prepaid under (B) and (C) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

Early Redemption Event on or after July 15, 2023

(e) (i) In the event that all or any portion of amounts lent to the New VM Financing Facility Borrower under the Excess Cash Facility are repaid to the Issuer at any time on or after July 15, 2023 pursuant to Clause 7.2(d) (*Voluntary Prepayment*) of the New VM Financing Facility Agreement (the "**Early Partial Redemption Event**"), the Issuer will redeem an aggregate principal amount of the Notes equal to the principal amount of the Excess Cash Facility prepaid in such Early Partial Redemption Event at the following redemption prices (expressed as a percentage of the principal amount of such Notes), together with interest and other amounts

(including Additional Amounts), if any, accrued, to the applicable redemption date, if redeemed during the twelve month period commencing on July 15 of the years set out below:

	Redemption Price
2023	102.438%
2024	101.219%
2025 and thereafter	100.000%

provided that:

(A) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(B) all amounts lent to the New VM Financing Facility Borrower under the Excess Cash Facility that are to be repaid or all amounts that are to be paid to the Issuer in connection with such Early Partial Redemption Event are so repaid or paid to the Issuer prior to the date of such redemption; and

(C) before giving the notice referred to in paragraph (A) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, Callable Period Sufficient Funds to discharge in full all amounts payable to the Noteholders on redemption of the Notes. For the avoidance of doubt, the Callable Period Sufficient Funds may include amounts to be paid under (B) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

(ii) In the event that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer at any time on or after July 15, 2023 pursuant to Clause 7.2(b) (*Voluntary Prepayment*) of the New VM Financing Facility Agreement, the Issuer will redeem all, but not some only, of the Notes, at the following redemption prices (expressed as a percentage of the principal amount of such Notes), together with interest and other amounts (including Additional Amounts), if any, accrued, to the applicable redemption date, if redeemed during the twelve month period commencing on July 15 of the years set out below:

	Redemption Price
2023	102.438%
2024	101.219%
2025 and thereafter	100.000%

provided that:

(A) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(B) any and all Assigned Receivables are repaid or prepaid by the relevant Obligors prior to the date of such redemption, or to the extent there are or will be Remaining Assigned Receivables prior to the date of redemption, the Issuer shall have completed or agreed to complete a Redemption Block Assignment of its right, title and interest in the Remaining Assigned Receivables to any person (which, for the avoidance of doubt, can be a special purpose vehicle) and the Issuer shall have received payment for the Redemption Block Assignment of the Remaining Assigned Receivables prior to the date of such redemption;

(C) all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of such redemption; and

(D) before giving the notice referred to in paragraph (A) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, the funds required (the "**Callable Period Sufficient Funds**") to discharge in full all amounts payable to the Noteholders on redemption of the Notes. For the avoidance of doubt, the Callable Period Sufficient Funds may include amounts to be repaid or prepaid under (B) and (C) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

Accelerated Maturity Event

(f) Within 15 days of receiving a VM Change of Control Prepayment Offer from the New VM Financing Facility Borrower under the New VM Financing Facility Agreement, the Issuer shall notify the Noteholders

in accordance with Condition 19 (*Notices and Information*) that a VM Change of Control Event has occurred or will occur under the New VM Financing Facility Agreement, and solicit the consent of the Noteholders (the "**Maturity Consent Solicitation**") to set (i) the Maturity Date of the Notes as the New Maturity Date and (ii) the redemption price of the Notes on the New Maturity Date at 101% of the principal amount of the Notes (the "**Accelerated Redemption Price**"), plus accrued and unpaid interest and Additional Amounts (if any), to the New Maturity Date.

(g) If Noteholders of more than 50% in the aggregate principal amount of the Notes consent to the terms set out in the Maturity Consent Solicitation (an "**Accelerated Maturity Event**"), the Issuer shall:

(i) promptly notify the New VM Financing Facility Borrower that the Issuer accepts the VM Change of Control Prepayment Offer;

(ii) amend the Transaction Documents and the Notes Trustee shall concur (without seeking further consent of the Noteholders and subject to receiving an Officer's Certificate or Opinion of Counsel in accordance with the Trust Deed, upon which Officer's Certificate or Opinion of Counsel the Notes Trustee may rely absolutely and without further enquiry), as necessary, to reflect the New Maturity Date and the Accelerated Redemption Price; and

(iii) redeem all of the Notes on the New Maturity Date at the Accelerated Redemption Price, plus accrued and unpaid interest and Additional Amounts (if any) to the New Maturity Date;

provided that, notwithstanding anything herein to the contrary, the consent of the Noteholders shall be validly given if made in accordance with the terms and conditions of the Maturity Consent Solicitation, and need not comply with Schedule D (*Provisions for Meetings of the Noteholders*) of the Trust Deed or any other provisions of the Trust Deed and these Conditions relating to an Extraordinary Resolution.

(h) If the Issuer does not receive the consent of more than 50% in the aggregate principal amount of the Notes to the terms set out in the Maturity Consent Solicitation, the Issuer will promptly notify the New VM Financing Facility Borrower that it rejects the VM Change of Control Prepayment Offer.

Notice of Redemption Irrevocable

(i) Once a notice of redemption is mailed or delivered, Notes called for redemption become irrevocably due and payable on the specified redemption date at the redemption price; *provided, however*, that a notice of redemption may be conditional.

Approved Exchange Offer

(j) In order to extend the availability of the committed financing for the purchase of VM Accounts Receivable represented by the Committed Principal Proceeds beyond the Maturity Date of the Notes, VMIH may, at any time, enter into an exchange offer and payables financing plan agreement (a "**Plan Agreement**") with a new entity (a "**New Issuer**"). Pursuant to any such Plan Agreement, the New Issuer will procure from VMIH a commitment to cancel amounts of the New VM Financing Facility as set forth below, and will enter into agreements with VMIH, the Platform Provider, the Notes Trustee and other relevant counterparties providing for the New Issuer's purchase of VM Accounts Receivable on terms and conditions substantially similar to the Transaction Documents. Defined terms used in paragraphs (j) and (k) of this Condition 6 (*Redemption, Purchase and Cancellation; Approved Exchange Offer*) and not defined in Condition 1 (*Definitions and Principles of Construction—General Interpretation*) are defined and further described above under Overview of the Structure of the Offering of the Notes.

(k) Promptly after entering into the Plan Agreement, the New Issuer will launch an exchange offer (the "**Approved Exchange Offer**") designed to allow Noteholders to exchange up to a specified principal amount of Notes for a principal amount of new notes (the "**New Notes**") to be set out in the Approved Exchange Offer. Upon consummation of the Approved Exchange Offer, subject to the terms of the Trust Deed:

(i) The New Issuer will issue a specified amount of New Notes to the Noteholders validly tendered into the Approved Exchange Offer and not withdrawn. If, upon the expiration of the Approved Exchange Offer, Noteholders have validly tendered more Notes than the New Issuer is able to accept pursuant to the Approved Exchange Offer, the New Issuer will accept for exchange Notes validly tendered and not withdrawn on a pro rata basis, based on the proportion that the aggregate principal amount of Notes to be accepted bears to the aggregate principal amount of Notes validly tendered and not withdrawn; and

(ii) The Issuer will purchase from the New Issuer any Notes accepted by the New Issuer pursuant to the Approved Exchange Offer and will cancel such purchased Notes. As consideration for such purchase, the Issuer will simultaneously pay, assign and transfer to the New Issuer:

(A) Assigned Receivables such that (a) minus (b) is equal to or less than (c) plus (d); where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, where "**Relevant Percentage**" means the proportion that the aggregate principal amount of Notes accepted into the Approved Exchange Offer bears to the aggregate principal amount of Notes outstanding as of the date of consummation of the Approved Exchange Offer (the "**Determination Date**"), (b) is the aggregate historical Purchase Price Amount of such Assigned Receivables assigned to the New Issuer pursuant to this clause (A), (c) is the balance of Excess Cash Loans outstanding on the Determination Date, and (d) any Interim Platform Amounts to be credited to the Issuer on the Determination Date. The Assigned Receivables to be assigned to the New Issuer pursuant to this clause (A) will be selected by an independent financial, banking, accounting or other similar advisor designated by VMIH, the Issuer or the Administrator on behalf of the Issuer with a mandate to maximise the aggregate Purchase Price Amount of the transferred Assigned Receivables whilst ensuring that they have the shortest maturities possible. Assigned Receivables will only be assigned and transferred to the New Issuer pursuant to this clause (A) in whole, and not in part;

(B) The cash proceeds from the repayment of Interest Facility Loans (to be demanded by the Issuer or the Administrator on behalf of the Issuer) in an amount equal to (a) minus (b); where (a) is the accrued and unpaid interest that remained outstanding on the Assigned Receivables assigned pursuant to clause (A) above as of the immediately preceding Interest Payment Date, and (b) is any accrued and unpaid Retained Amount Interest that remained outstanding as of the Determination Date in respect of the Retained Amounts to be transferred to the New Issuer pursuant to clause (D) below, as applicable;

(C) The cash proceeds from the repayment of Excess Cash Loans (to be demanded by the Issuer or the Administrator on behalf of the Issuer) in an amount equal to (a) minus (b) minus (c), where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, (b) is the aggregate Purchase Price Amounts of Assigned Receivables assigned to the New Issuer pursuant to clause (A) above, and (c) is any Interim Platform Amounts to be credited to the Issuer on the Determination Date;

(D) The cash proceeds from the payment by the Platform Provider to the Issuer on the Determination Date of any Retained Amounts and any other Interim Platform Amounts; and

(E) An "Accrued Facility Interest and Shortfall Amount" equal to (a) minus (b) minus (c) minus (d) minus (e), where (a) is the aggregate principal amount of Notes tendered into the Approved Exchange Offer, (b) is the aggregate Purchase Price Amounts of the Assigned Receivables assigned pursuant to clause (A) above *plus* accrued and unpaid interest thereon through the Determination Date, (c) is the amount of cash proceeds set out in clause (B) above, (d) is the amount of cash proceeds set out in clause (C) above and (e) is the amount of cash proceeds set out in clause (D) above. The Issuer will demand repayment of Excess Cash Loans in an amount equal to any Accrued Facility Interest and Shortfall Amount in order to make such payment.

Cancellation

(l) All Notes redeemed under this Condition 6 (*Redemption, Purchase and Cancellation; Approved Exchange Offer*) or otherwise surrendered under Condition 18 (*Replacement of Notes*) will be cancelled upon redemption or surrender and may not be resold or re-issued.

Limited Recourse

(m) Notwithstanding any other provision of these Conditions or the other Transaction Documents:

(i) the Noteholders will only have recourse in respect of any amount, claim or obligation due or owing under the Notes by the Issuer (the "**Claims**") to the extent of available funds pursuant to Condition 3(f) (*Status, Priority and Security—Post-Enforcement Priority of Payments*) and subject to the provisos in such Conditions, which shall be applied by the Security Trustee subject to and in accordance with the terms thereof and after all other prior ranking claims in respect thereof have been satisfied and discharged in full;

(ii) following the application of funds following enforcement of the security interests created under the Trust Deed and any other Notes Security Documents, subject to and in accordance with Condition 3(f) (*Status, Priority and Security—Post-Enforcement Priority of Payments*), the Issuer will have no assets available for payment of its obligations under the Notes, the Trust Deed and the other Transaction Documents other than as provided for pursuant to the Trust Deed, and that the Claims of the Noteholders will accordingly be extinguished to the extent of any shortfall (and the Notes shall be surrendered in accordance with Condition 7 (*Payments*) and cancelled in accordance with Condition 6(l) (*Redemption, Purchase and Cancellation; Approved Exchange Offer—Cancellation*)); and

(iii) the respective obligations of the Issuer under the Notes, the Trust Deed, and the other Transaction Documents will not be obligations or responsibilities of, or guaranteed by, any other person or entity.

7. Payments

Payment of Principal, Interest and Other Amounts

(a) Payments to Noteholders shall be made ratably among the Noteholders in the proportion that the aggregate principal amount of the Notes registered in the name of each such Noteholder on the applicable Record Date bears to the aggregate principal amount outstanding of all Notes on such Record Date.

(b) All reductions in the principal amount of a Note (or one or more predecessor Notes) effected by payments of instalments of principal made on any Interest Payment Date on which a Note is redeemed shall be binding upon all future holders of such Note and of any Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, whether or not such payment is noted on such Note.

(c) Subject to the foregoing, each Note delivered under the Trust Deed, and upon registration of transfer of or in exchange for or in lieu of any other Note, shall carry the rights to unpaid interest and principal (or other applicable amount) that were carried by such other Note.

Currency of Payment

(d) Payments in respect of the Notes will be made in pound sterling.

Payments subject to the Trust Deed and all Fiscal Laws

(e) Payments of principal, interest and other amounts (if any) in respect of the Notes are subject in all cases to the Priorities of Payments and the Trust Deed and to any fiscal or other laws and regulations applicable thereto.

Payment of Interest on Withheld Amounts

(f) If payment of principal on or in respect of any Note or part thereof is not made when due or is otherwise improperly withheld or refused, the interest which continues to accrue in respect of such Note in accordance with Condition 5(a) (*Interest—Period of Accrual*) will become due and payable on the date on which the payment of such principal is paid.

Paying Agents

(g) The initial Paying Agent and its specified office is set out at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval of the Notes Trustee, at any time to vary or terminate the appointment of the Paying Agent and to appoint additional or other paying agents. Upon being notified of the same by the relevant Agent, the Issuer shall promptly give notice of any change in an Agent's specified office to the Noteholders in accordance with Condition 19 (*Notices and Information*).

Payments on Business Days

(h) If any Note is presented for payment on a day which is not a Business Day in the place of presentation, then the holder shall not be entitled to payment in such place until the next succeeding Business Day in such place and no further payment or additional amount by way of interest, principal or otherwise shall be due in respect of such Note.

Entitlement to Payments

(i) Payments on the Notes will be made to the person in whose name the Note is registered on the Record Date. Payments on interests in notes not in global form will be made in pound sterling by wire transfer, in accordance with the information on the Register, in immediately available funds to the Noteholder, *provided that* wiring instructions have been provided to the Paying Agent on or before the related Record Date. Final payments in respect of principal on the Notes will be made only against surrender of the Notes at the office of the Paying Agent.

(j) Payments on any Global Notes will be made by the Issuer to the Paying Agent. The Paying Agent will, in turn, make such payments to the common depository for Euroclear and/or Clearstream which will distribute such payments to participants in accordance with their respective procedures. None of the Issuer, the Notes Trustee, the Paying Agent, the Registrar or the Transfer Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in Global Notes or for maintaining, supervising or reviewing any records relating to the beneficial ownership interests. The Issuer also expects that payments by participants to owners of beneficial interests in a Global Note held through the participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for the customers. The payments will be the responsibility of the participants.

8. Prescription

General

(a) After the date on which a Note becomes void in its entirety, no claim may be made in respect of it.

Principal

(b) Claims for payment of principal or Additional Amounts, if any, in respect of Notes shall become void unless the relevant Note(s) are presented or surrendered for payment within ten years of the Relevant Date. Any funds deposited with the Notes Trustee or the Paying Agent for the payment of principal remaining unclaimed for ten years after such principal has become due and payable shall be paid to the Issuer pursuant to the Trust Deed; and the Noteholder shall thereafter, as an unsecured general creditor, look only to the Issuer for payment of such amounts and all liability of the Notes Trustee and the Paying Agent with respect to such trust funds shall thereupon cease.

As used herein, "**Relevant Date**" means whichever is the later of (i) the date on which such payment first becomes due and (ii) if the full amount payable has not been received by the Paying Agent or the Notes Trustee on or prior to such due date, the date on which, the full amount plus any accrued interest having been so received, notice to that effect shall have been given to the Noteholders in accordance with Condition 19 *(Notices and Information)*.

Interest

(c) Claims for interest in respect of Notes shall become void unless the relevant Note(s) is presented or surrendered for payment within five years of the Relevant Date. Any funds deposited with the Notes Trustee or the Paying Agent for the payment of interest remaining unclaimed for five years after such principal or interest has become due and payable shall be paid to the Issuer pursuant to the Trust Deed; and the Noteholder shall thereafter, as an unsecured general creditor, look only to the Issuer for payment of such amounts and all liability of the Notes Trustee and the Paying Agent with respect to such trust funds shall thereupon cease.

9. Taxation

Gross Up for Deduction or Withholding

(a) Subject to the proviso below, all payments of principal, premium, if any, and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for, or on account of, taxes unless such withholding or deduction is required by law or by the official interpretation or administration thereof. If there is any deduction or withholding for, or on account of, any taxes imposed or levied by or on behalf of:

(i) the government of Ireland or any political subdivision or governmental authority thereof or therein having power to tax;

(ii) 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

(iii) any other jurisdiction in which a Payor (as defined below) 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 (i), (ii) and (iii), a "**Relevant Taxing Jurisdiction**"),

the Issuer or any successor thereto (a "**Payor**") shall pay such additional amounts (the "**Additional Amounts**") as will result in the receipt by the Noteholders of such amounts as would have been received by them if no such withholding or deduction had been required but only to the extent and only at such time as the Issuer receives an equivalent amount from VMIH under the Expenses Agreement. To the extent that the Issuer receives a lesser amount from VMIH, the Issuer will account to each Noteholder for an additional amount equivalent to a pro rata proportion of such amount (if any) as is actually received (after deduction or withholding of such taxes or duties as may be required to be made by the Issuer by law in respect of the Notes) by, or for the account of, the Issuer pursuant to the Expenses Agreement on the date of the payment of such amount to the Issuer, *provided that* no such Additional Amount will be payable in respect of:

(i) any taxes that would not have been so imposed but for the existence of any present or former connection between the relevant Noteholder 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 Trust Deed or the receipt of payments in respect thereof);

(ii) any taxes that would not have been so imposed if the Noteholder had made a declaration of non-residence or any other claim or filing for exemption to which it is entitled (provided that (i) 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 (ii) 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 Trust Deed) 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, but only to the extent the holder is legally entitled to provide such declaration, claim or filing);

(iii) 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 Noteholder (except to the extent that the holder would have been entitled to Additional Amounts had the Note been presented during such 30-day period);

(iv) any taxes that are payable otherwise than by withholding from a payment of the principal of, premium, if any, or interest on the Notes;

(v) any estate, inheritance, gift, sale, transfer, personal property or similar tax, assessment or other governmental charge;

(vi) all United States backup withholding;

(vii) any withholding or deduction imposed pursuant to (i) Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended), as of the Issue Date (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, (ii) 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 (i) above, or (iii) any agreement pursuant to the implementation of (i) or (ii) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction; or

(viii) any combination of items (i) through (vii) above.

Such Additional Amounts will also not be payable where, had the beneficial owner of the Note been the holder, it would not have been entitled to payment of Additional Amounts by reason of any of clauses (i) to (viii) inclusive above.

(b) 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 Notes Trustee) to each Noteholder. The Payor will attach to each certified copy (or other evidence) a certificate stating (a) 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 (b) the amount of such withholding taxes paid per £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 Paying Agent by the Noteholders upon request.

(c) 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 on 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 Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) 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 Paying Agent to pay such Additional Amounts to Noteholders on the payment date. Each such Officer's Certificate shall be relied upon until receipt of a further Officer's Certificate addressing such matters. The Notes Trustee shall be entitled to rely absolutely and without further enquiry on each such Officer's Certificate as conclusive proof that such payments are necessary.

(d) Wherever mentioned in the Trust Deed, the Notes or these Conditions, in any context: (i) the payment of principal, (ii) purchase prices in connection with a purchase of Notes, (iii) interest, or (iv) 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.

(e) The Payor will pay any present or future stamp, court or documentary taxes or any other excise or property taxes, charges or similar levies (including interest and penalties to the extent resulting from a failure by the Issuer to timely pay amounts due) 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 Notes Collateral or any other such document or instrument following the delivery of an Enforcement Notice with respect to the Notes.

(f) The foregoing obligations will survive any termination, defeasance or discharge of the Trust Deed and the Notes and will apply *mutatis mutandis* to any jurisdiction in which any successor to a Payor is organized or resident for tax purposes or any political subdivision or taxing authority or agency thereof or therein.

Tax Characterisation

(g) The Issuer intends to treat, and the Trust Deed will provide that the Issuer and the Notes Trustee agree and each Noteholder and beneficial owner of Notes, by accepting a Note, agrees, to the extent permitted by law, to treat the Notes as debt instruments of the Issuer for U.S. federal, state and local income and franchise tax purposes. The Trust Deed will provide that each Noteholder, by accepting a Note, agrees to report all income (or loss) in accordance with such treatment and to take no action inconsistent with such treatment unless otherwise required by a law or relevant taxing authority.

10. Issuer Events of Default

Determination of an Issuer Event of Default

(a) The Notes Trustee:

(i) may in its absolute discretion; and

(ii) shall if it has been directed to do so:

(A) in writing by the holders of not less than 30 per cent. in aggregate of the principal amount outstanding of the Notes; or

(B) by an Extraordinary Resolution of the Noteholders,

subject in each case to being indemnified and/or secured to its satisfaction, give a notice (a "**Note Acceleration Notice**") to the Issuer declaring the Notes to be immediately due and payable at any time

after the occurrence and during the continuation of any of the events specified in Condition 10(b) (*Issuer Events of Default—Events*).

Events

(b) The occurrence of any of the following events shall be an "**Issuer Event of Default**":

(i) default being made for a period of 30 days or more in the payment of any interest or Additional Amounts (if any) on any Notes (other than principal, for the avoidance of doubt) when due; or

(ii) default being made for a period of three Business Days or more in the payment of any principal of any Notes when due (at maturity, upon redemption or otherwise); or

(iii) the Issuer failing duly to perform or observe any other obligation binding upon it under the Notes, the Trust Deed or any of the other Transaction Documents and such failure (A) being in the opinion of the Notes Trustee (or, in the case of any Notes Security Document, the Security Trustee) incapable of remedy or (B) being a failure which is, in the opinion of the Notes Trustee (or, in the case of any Notes Security Document, the Security Trustee), capable of remedy, but which remains unremedied for a period of 60 days following the giving by the Notes Trustee (or the Security Trustee, as applicable), to the Issuer of notice requiring the same to be remedied and, in either case, *provided that*, in each case, the Notes Trustee shall have determined that such event is, in its opinion, materially prejudicial to the interests of the Noteholders; or

(iv) the Issuer ceasing or, through an official action of the Board of Directors of the Issuer, threatening to cease to carry on business; or

(v) any of the following occurs with respect to the Issuer:

(A) it is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent; or

(B) it admits its inability to pay its debts as they fall due; or it suspends making payments on any of its debts or announces an intention to do so; or

(C) proceedings are initiated against the Issuer under any applicable liquidation, insolvency, bankruptcy, composition, reorganisation or other similar laws (together, "**Insolvency Law**"), or a receiver, administrative receiver, trustee, administrator, examiner, custodian, conservator, liquidator, curator or other similar official appointed in connection with any Insolvency Law or a security enforcement or related proceedings (a "**Receiver**") is appointed in relation to the Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Issuer and in any of the foregoing cases, except in relation to the appointment of a Receiver, is not discharged within 30 calendar days; or the Issuer is subject to, or initiates or consents to judicial proceedings relating to itself under any applicable Insolvency Law, or seeks the appointment of a Receiver, or makes a conveyance or assignment for the benefit of its creditors generally or otherwise becomes subject to any reorganisation or amalgamation; or

(D) the passing of an effective resolution or the making of an order by a court of competent jurisdiction for the winding up, liquidation or dissolution of the Issuer; or

(vi) any event occurs which under any applicable laws has an analogous effect to any of the events referred to in paragraph (v) above; or

(vii) the Issuer Security (or any material part thereof) is repudiated or is or becomes void, illegal, invalid or unenforceable; or

(viii) the occurrence of a VM Event of Default that is continuing.

For so long as any Issuer Event of Default has occurred and is continuing, no further purchases of VM Accounts Receivable shall be made by or for the account of the Issuer. In addition, pursuant to Clause 4.2 of the New VM Financing Facility Agreement, either a Drawstop Event or a Notes Acceleration Event (both as defined in the New VM Financing Facility Agreement) would result in New VM Financing Facility Borrower no longer satisfying the conditions precedent to further utilisations of the facilities made available thereunder.

Acceleration

(c) Upon delivery of a Note Acceleration Notice, the Notes shall immediately become due and payable at their principal amount outstanding together with accrued interest up to (but excluding) the earlier of (i) the date

on which the full amount (together with accrued interest) is paid to the Noteholders and (ii) the seventh day after notice has been given to the Noteholders in accordance with Condition 19 (*Notices and Information*) that the full amount (together with accrued interest) has been received by the Paying Agent or the Notes Trustee; *provided* that upon the occurrence of an Issuer Event of Default described in clause (v) or (vi) of the definition thereof, the Note Acceleration Notice shall be deemed to have been given and all the Notes shall become immediately due and payable.

11. Enforcement

Instruction to Enforce

At any time:

(a) after a Note Acceleration Notice has been given (or deemed to have been given) to the Issuer, the Notes Trustee:

(A) may in its absolute discretion; and

(B) shall if it has been directed to do so:

(1) in writing by the holders of not less than 30 per cent. in aggregate of the principal amount outstanding of the Notes; or

(2) by an Extraordinary Resolution of the Noteholders,

subject in each case to being indemnified and/or secured to its satisfaction, instruct the Security Trustee to give an Enforcement Notice to the Issuer;

(b) the Notes Trustee may in its absolute discretion; and

(A) shall if it has been directed to do so:

(1) in writing by the holders of not less than 30 per cent. in aggregate of the principal amount outstanding of the Notes; or

(2) by an Extraordinary Resolution of the Noteholders,

subject in each case to being indemnified and/or secured to its satisfaction, instruct the Issuer to notify the New VM Financing Facility Borrower and the New VM Financing Facility Guarantors of any default under the New VM Financing Facility Agreement.

Enforcement Notice

(c) Under the terms of the Trust Deed, at any time following the service (or deemed service) of a Note Acceleration Notice on the Issuer, the Security Trustee shall if instructed by the Notes Trustee (in accordance with Condition 11(a) (*Enforcement—Instruction to Enforce*)) or instructed pursuant to an Extraordinary Resolution of the Noteholders or by the holders of not less than 30 per cent. in aggregate of the principal amount outstanding of the Notes (in accordance with Condition 12(c) or 12(d) (as applicable) (*Noteholder Action—Exceptions*)) serve an Enforcement Notice on the Issuer declaring the security created by the Notes Security Documents to be enforceable, whereupon the security created by the Notes Security Documents shall become immediately enforceable.

(d) Under the terms of the Trust Deed, upon receipt of any Enforcement Notice, the Issuer shall be required to promptly (and in no event more than 10 Business Days after receipt of such Enforcement Notice) deliver or cause to be delivered to the relevant Obligors an Obligor Enforcement Notification pursuant to the Framework Assignment Agreement, whereupon legal assignment of the relevant Assigned Receivables (and all related rights) will be perfected in favour of the Issuer.

12. Noteholder Action

Limit on Noteholder Action

(a) Subject to Conditions 12(c) and 12(d) (*Noteholder Action—Exceptions*), no Noteholder shall be entitled to take any proceedings or other action directly against the Issuer including:

(i) take any corporate action or other steps or legal proceedings for the winding-up, dissolution or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, sequestrator, examiner or similar officer of the Issuer or of its revenues and assets (other than as permitted by the Trust Deed); or

(ii) take any steps for the purpose of obtaining payment of any amounts payable to it under the Notes or any Transaction Document and shall not take any steps to recover any debts whatsoever owing to it by the Issuer (other than in accordance with the Trust Deed).

Recourse Against Certain Parties

(b) No recourse under any obligation, covenant, or agreement of the Issuer (acting in any capacity whatsoever) contained in these Conditions or any Transaction Document shall be had against any shareholder, officer, agent, employee or director of the Issuer by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise, it being expressly agreed and understood that each Transaction Document (including these Conditions) to which the Issuer is a party is a corporate obligation of the Issuer and no personal liability shall attach to or be incurred by the shareholders, officers, agents, employees or directors of the Issuer, or any of them, under or by reason of any of the obligations, covenants or agreements of the Issuer contained in these Conditions or any such Transaction Document, or implied therefore, and that any and all personal liability for breaches by such party of any such obligations, covenants or agreements, either at law or by statute or constitution, of every such shareholder, officer, agent, employee or director is hereby expressly waived.

Exceptions

(c) If the Notes Trustee having become bound (i) to give a Note Acceleration Notice to the Issuer or (ii) to instruct the Security Trustee to give an Enforcement Notice to the Issuer, fails to do so within a reasonable time and that failure is continuing, the Noteholders by an Extraordinary Resolution or in writing by the holders of not less than 30 per cent in aggregate of the principal amount of the Notes may agree to (A) sign and give a Note Acceleration Notice to the Issuer in accordance with Condition 10 (*Issuer Events of Default*) and/or (B) instruct the Security Trustee to give an Enforcement Notice to the Issuer in accordance with Condition 11 (*Enforcement*).

(d) At any time after the Notes become due and payable and the security under the Trust Deed and the other Notes Security Documents has become enforceable in accordance with Condition 11 ("*Enforcement*"), the Noteholders may direct the Security Trustee by an Extraordinary Resolution or in writing by the holders of not less than 30 per cent in aggregate of the principal amount of the Notes to (i) institute such proceedings or take such other action against the Issuer or take any other action as it may think fit to enforce the terms of the Trust Deed, the Notes or the other Notes Security Documents and/or (ii) enforce, exercise remedies available in respect of, realise and/or otherwise liquidate or sell the Notes Collateral in whole or in part and/or take such other action as may be permitted under applicable laws against any obligor in respect of the Notes Collateral and/or take any other action to enforce or realise the payment claims constituting the Notes Collateral or the security over the Notes Collateral in accordance with the Trust Deed and the other Notes Security Documents.

13. Meeting of Noteholders

Convening of Meeting

(a) The Trust Deed contains provisions for convening meetings of Noteholders ("**Meetings**") to consider any matter affecting their interests.

Excluded Notes

(b) The provisions for Meetings of Noteholders provide that a holder or beneficial holder of Excluded Notes shall not be entitled to attend or vote at any Meeting.

Powers

(c) A Meeting will have the power, exercisable by Extraordinary Resolution, to make certain decisions, including to approve the modification, and to authorise or waive any proposed breach or breach, of the Trust Deed, these Conditions and any other Transaction Document.

Any Basic Terms Modification affecting the Notes must be approved by an Extraordinary Resolution of the Noteholders.

Quorum

(d) The quorum at any Meeting of the Noteholders for passing an Extraordinary Resolution in respect of any matter other than a Basic Terms Modification will be two or more persons bearing a voting certificate, block voting instruction and/or Definitive Note (each, a "**Voter**"), in each case representing or holding in aggregate more than 50 per cent. of the aggregate principal amount outstanding of Notes then outstanding or at any adjourned Meeting two or more Voters representing or holding Notes, whatever the aggregate principal amount outstanding. The quorum at any Meeting of the Noteholders for passing an Extraordinary Resolution in respect of a Basic Terms Modification shall be two or more Voters representing or holding in aggregate at least 75 per cent. of the aggregate principal amount outstanding of the Notes then outstanding or at any adjourned Meeting two or more persons representing or holding at least 33 $^{1}/_{3}$ per cent. of the aggregate principal amount outstanding of the Notes then outstanding.

So long as all of the Notes are held by a single Noteholder (including the holder of a Global Note), a single voter in relation thereto shall be deemed to be two voters for the purpose of forming a quorum.

(e) In accordance with the Trust Deed, any Extraordinary Resolution of the Noteholders duly passed shall be binding on all Noteholders (regardless of whether or not a Noteholder was present at the meeting at which such Extraordinary Resolution) was passed.

Written Extraordinary Resolutions

(f) Any reference to an action being directed, authorised or approved by an Extraordinary Resolution of Noteholders shall be deemed to include a reference to that matter being directed, authorised or approved by a Written Extraordinary Resolution of the Noteholders. Any Written Extraordinary Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more relevant Noteholders and the date of such Written Extraordinary Resolution shall be the date on which the latest such document is signed.

14. Modification and Waiver of Breach

Modification

(a) The Trust Deed provides that, without the consent of the Noteholders, the Issuer may amend, modify, supplement and/or waive the relevant provisions of the Trust Deed, the Conditions or any of the other Transaction Documents and the Notes Trustee and/or the Security Trustee, as applicable, shall consent to, to the extent required, (without the consent of Noteholders subject to paragraph (xv) below) such amendment, supplement, modification or waiver for any of the following purposes:

(i) it is, in the opinion of the Issuer, not materially prejudicial to the interests of the Noteholders;

(ii) to, in the opinion of the Issuer, correct a manifest error, ambiguity, omission, defect or inconsistency or amendments/modifications of a formal, minor or technical nature;

(iii) to provide for the assumption by a substitute principal obligor of the obligations of the Issuer under the Trust Deed, and the Notes, as applicable, in accordance with Condition 15 (*Substitution of Principal Obligor*) below;

(iv) to evidence and provide for the acceptance and appointment of any successor Notes Trustee, Security Trustee or Agent;

(v) to secure the Notes (including pursuant to any Notes Security Documents);

(vi) to give effect to Permitted Encumbrances or to provide for the release of security interests over the Notes Collateral as provided by the terms of the Trust Deed and the other Transaction Documents;

(vii) to give effect to, or as otherwise reasonably required to allow for, the Transactions (including, without limitation, the performance by each party to the Transaction Documents of its obligations or duties contemplated thereunder, and to give effect to any SCF Platform Addition and any SCF Platform Replacement);

(viii) to comply with the rules of any applicable securities depository;

(ix) to provide for the issuance of Further Notes in accordance with the Trust Deed and the provisions of these Conditions;

(x) to provide for the issue of Definitive Notes;

(xi) to conform the provisions of the Trust Deed or any other Transaction Document to the Offering Circular;

(xii) to comply with or implement the Securitisation Regulation;

(xiii) to make any changes necessary to prevent the Issuer from becoming an investment company or being required to register as an investment company under the Investment Company Act;

(xiv) to add to the covenants of the Issuer for the benefit of the Noteholders;

(xv) if it is necessary to modify the restrictions on and procedures for resales and other transfers of Notes to reflect any changes in ERISA or other applicable law or regulation (or the interpretation thereof) or to enable the Issuer to rely upon any exemption from registration under the Securities Act or the Investment Company Act or to remove restrictions on resale and transfer to the extent not required by the Trust Deed; *provided that*, if the interests of the Noteholders would, in the opinion of the Issuer, be materially and adversely affected by such modification, the requisite level of consent to such modification has been obtained from the Noteholders by Extraordinary Resolution;

(xvi) to take any action advisable to prevent the Issuer from being treated as resident in the U.K. for U.K. tax purposes or as trading in the U.K. for U.K. tax purposes;

(xvii) to take any action advisable to prevent the Issuer from being treated as engaged in a United States trade or business or otherwise be subject to United States federal, state or local income tax on a net income basis;

(xviii) to make any amendments to the Trust Deed or any other Transaction Document to enable the Issuer to comply with FATCA; or

(xix) to make any Margin Amendment, so long as the obligations of the New VM Financing Facility Borrower in favour of the Issuer under Clause 11.2 (*Facility Fees*) of the New VM Financing Facility Agreement remain in full force and effect.

(b) Any such modification, amendment, supplement or waiver shall be binding on the Noteholders. For the avoidance of doubt, the Notes Trustee and/or the Security Trustee, as applicable, shall, without the consent or sanction of any of the Noteholders or any other Secured Party, concur with the Issuer in making any such modification, amendment, waiver or authorisation for which the Issuer has delivered an Officer's Certificate or Opinion of Counsel in compliance with Clause 27.4 (*Waiver, Determination and Modification—Notes Trustee and/or Security Trustee to Sign Amendments, etc.*) of the Trust Deed, upon which Officer's Certificate and/or Opinion of Counsel the Notes Trustee and/or the Security Trustee, as applicable, shall rely absolutely and without enquiry.

(c) The Notes Trustee and/or the Security Trustee, as applicable, will sign any amended or supplemental trust deed, waivers, or other modifications to any Transaction Document authorized pursuant to the Trust Deed and the Conditions, if the amendment, supplement, waiver or such modification does not adversely affect the rights, duties, liabilities or immunities of the Notes Trustee and/or the Security Trustee, as applicable; *provided that* the Notes Trustee and/or Security Trustee, as applicable, shall not be obliged to agree to any modification which, in the opinion of the Notes Trustee and/or Security Trustee, as applicable, would have the effect of breaching any duty at law or fiduciary duty of the Notes Trustee and/or the Security Trustee, as applicable, or would have the effect of exposing the Notes Trustee and/or Security Trustee, as applicable, to any liability against which it has not been indemnified and/or secured to its satisfaction or decreasing the rights, indemnifications and protections of the Notes Trustee and/or Security Trustee, as applicable, in respect of the Transaction Documents.

Waiver of Breach

(d) Subject as provided below, the Notes Trustee may also, without the consent of the Noteholders if in its opinion it will not be materially prejudicial to the interests of the Noteholders:

(i) authorise or waive, on any terms and subject to any conditions which it considers appropriate, any proposed breach or breach of the Trust Deed, these Conditions or any other Transaction Document; or

(ii) determine that any event that would otherwise constitute an Issuer Event of Default or Potential Event of Default shall not, or shall not subject to any conditions which it considers appropriate, be treated as such for the purposes of the Trust Deed and these Conditions.

The Notes Trustee shall not exercise any powers conferred on it by this Condition 14(d) (*Modification and Waiver of Breach—Waiver of Breach*) in contravention of any direction given to it in accordance with

Condition 10(a) (*Issuer Events of Default—Determination of an Issuer Event of Default*) or Condition 11(a) (*Enforcement—Instruction to Enforce*).

Notice

(e) Unless the Notes Trustee otherwise agrees, the Issuer shall give notice of (i) any modification, amendment, supplement, waiver, authorisation or determination which has been made with requisite Noteholder consent (as set out in Clause 27.3 (*Modification with Noteholders' Consent*) of the Trust Deed); and (ii) any other material modification, amendment, supplement, waiver, authorisation or determination to the Noteholders in accordance with Condition 19 (*Notices and Information*) and the Trust Deed.

Direction

(f) In the event that the Issuer, as lender under the New VM Financing Facility Agreement, is eligible or required to vote, give notice, instruct or otherwise consent (including with respect to any enforcement decision) with respect to any matter arising from time to time under the New VM Financing Facility Agreement that is not otherwise provided for under the Transaction Documents or separately set forth in this Condition 14 (*Modification and Waiver of Breach*), the Issuer shall vote, give notice or otherwise provide or withhold any consent or instruction as directed by Extraordinary Resolution. If applicable, the Issuer shall solicit any such vote, consent or instruction from Noteholders.

15. Substitution of Principal Obligor

The Trust Deed contains provisions permitting the Notes Trustee, without the consent of the Noteholders but subject to such amendment of the Trust Deed and such other conditions as the Notes Trustee may require, to agree to (i) the substitution pursuant to the Conditions and the Trust Deed in place of the Issuer (or of any previous substitute) of another entity as principal debtor in respect of the Trust Deed and the Notes and/or (ii) to a change of the law governing the Trust Deed, the Notes and/or any other Transaction Document if, in each case, such change would not, in the Notes Trustee's opinion, be materially prejudicial to the interests of the Noteholders. Any such entity shall be a newly formed single purpose company which, among other things, undertakes to be bound by the Trust Deed, the Notes and the other Transaction Documents.

16. Notes Trustee and Security Trustee

Actions Binding

(a) Each of the Notes Trustee and the Security Trustee shall (except as expressly provided otherwise in the Trust Deed or the other Transaction Documents) have absolute discretion as to whether and how it exercises or performs each of its trusts, powers, authorities, duties, discretions and obligations under or in connection with the Transaction Documents or conferred on it by operation of law and its decision as to whether and how to exercise or perform those trusts, powers, authorities, duties, discretions and obligations and any action taken or omitted in consequence shall, as between itself and the Noteholders be conclusive and binding on the Noteholders.

Limitation on Notes Trustee's and Security Trustee's Liability; Right to Indemnity

(b) The Trust Deed contains provisions:

(i) giving various powers, authorities and discretions to the Notes Trustee and the Security Trustee in addition to those conferred by law including those referred to elsewhere in these Conditions;

(ii) specifying various matters in respect of which the Notes Trustee or, as applicable, the Security Trustee is to have (A) no duty or responsibility to make any investigation to supervise or to enforce and (B) no liability or responsibility to the Noteholders in the absence of wilful default, negligence or fraud or, in the case of certain matters, in any circumstances; and

(iii) entitling the Notes Trustee or, as applicable, the Security Trustee to indemnification or providing that it is not obliged to take any steps, proceedings or other action at the request or direction of any person unless it has been indemnified and/or secured to its satisfaction.

Notes Trustee, Security Trustee and Issuer Security

(c) Neither the Notes Trustee nor the Security Trustee shall be responsible for matters relating to the Issuer Security or the Notes Collateral including:

(i) the nature, value, collectability or enforceability of the Notes Collateral;

(ii) the registration, perfection or priority of the Issuer Security;

(iii) the Issuer's title to the Notes Collateral; or

(iv) the compliance of the Notes Collateral or the Issuer Security with any applicable criteria or performance measures.

Removal and Replacement of Notes Trustee and Security Trustee

(d) There shall at all times be a Notes Trustee and a Security Trustee. The Trust Deed provides that the retirement or removal of any Notes Trustee or Security Trustee shall not become effective unless a trust corporation would remain as trustee or a replacement trust corporation is appointed.

17. Agents

Paying Agent, Transfer Agent and Registrar Solely Agents of Issuer

In acting under the Agency and Account Bank Agreement and in connection with the Notes the Paying Agent, Transfer Agent and Registrar will act solely as the agents of the Issuer or (to the extent provided in the Agency and Account Bank Agreement) the Notes Trustee and shall not be under any fiduciary duty or other obligation towards, or have any relationship of agency or trust for or with, any of the Noteholders.

18. Replacement of Notes

If any Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Registrar upon payment by the claimant of the costs and expenses incurred in connection with such replacement and with such evidence, security and indemnity as the Issuer and/or the Registrar may reasonably require. Mutilated or defaced Notes, must be surrendered before replacements will be issued.

19. Notices and Information

Valid Notices

(a) For as long as the Notes are admitted to trading on the Global Exchange Market and the listing requirements of Euronext Dublin so require, all notices regarding the Notes will be deemed to be validly given if published via the Company Announcements Office of Euronext Dublin via its website, which as at the Issue Date is: http://www.ise.ie. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made in the newspaper or newspapers or the website of Euronext Dublin, as relevant, in or on which publication is required. For so long as the Notes are represented by Global Notes, notices to Noteholders will be validly given if published as described above or, at the option of the Issuer, if delivered to Euroclear and/or Clearstream for communication by them to their participants and for communication by such participants to entitled account holders. Any notice delivered to Euroclear and/or Clearstream as aforesaid shall be deemed to have been given on the day on which it is delivered to Euroclear or Clearstream.

Notices on Screen Page

(b) Any notice to Noteholders specifying that a Note Acceleration Notice or Enforcement Notice has been given shall be deemed to have been duly given if the information contained in such notice is delivered to Euroclear and/or Clearstream for communication by them to their participants and for communication by such participants to entitled account holders or if the information contained in such notice appears on the relevant page of the Reuters or Bloomberg Screen or such other medium for the electronic display of data approved by the Notes Trustee and notified to the Noteholders in accordance with the other paragraphs of this Condition 19 (*Notices and Information*).

Other Methods for Notice

(c) The Notes Trustee may approve any other method of giving notice to Noteholders which is, in its opinion, reasonable having regard to market practice then prevailing and to the requirements of the stock exchange on which the Notes are then listed.

Noteholder Information

(d) The Issuer shall provide the Notes Trustee and the Paying Agent with copies of the Issuer's audited annual financial statements (including balance sheet, profit and loss and cash flow statements) as soon as they become publicly available (together with the related auditors' report)*; provided that*, such audited annual financial statements (together with the related auditors' report) shall be deemed validly delivered to the Notes Trustee and the Paying Agent if they are published on the website of Euronext Dublin, which at the Issue Date is http://www.ise.ie. The audited annual financial statements (together with the related auditors' report) shall be available for inspection by the Noteholders on any Business Day at the specified office for the time being of the Paying Agent.

(e) The Quarterly Portfolio Reports will be posted, on a quarterly basis, within 15 Business Days of each Portfolio Reporting Date (as defined in the Agency and Account Bank Agreement) falling in each March, June, September and December, on a website administered by the Administrator (currently https://gctinvestorreporting.bnymellon.com), to which the Noteholders will be given access upon registration. Noteholders may also contact the Administrator at gctinvestorreporting@bnymellon.com with any access or registration queries.

20. Issue of Further Notes

Further Notes

(a) The Issuer may from time to time on any date on or before the Maturity Date or the date of early redemption of the Notes in accordance with Condition 6 (*Redemption, Purchase and Cancellation; Approved Exchange Offer*) (such date, the "**Further Notes Issue Date**") without the consent of the Noteholders but subject to the provisions of these Conditions and the Trust Deed, raise further funds by creating and issuing additional Vendor Financing Notes (the "**Further Notes**") in fully registered form, having the same terms and conditions (except in relation to the issue date and the date from which interest will accrue) as, and so that they shall be consolidated and form a single series and rank *pari passu* with, the Notes then outstanding, *provided that*:

(i) once credited to the Issuer Transaction Account in accordance with the Trust Deed, the net proceeds of the issue of the Further Notes are to form part of the Issuer Available Funds and to be applied by the Issuer in accordance with the Agency and Account Bank Agreement;

(ii) no Issuer Event of Default has occurred and is continuing; and

(iii) VMIH will, if applicable, create or cause to be created an incremental or new Issue Date Facility such that the aggregate Issue Date Facility Commitment (as defined in the New VM Financing Facility Agreement) is equal to or greater than 1/300 of the aggregate principal amount of Notes (including the Further Notes) issued.

Supplemental Trust Deeds and Issuer Security

(b) Any Further Notes shall be created by a further deed supplemental to the Trust Deed and shall have the benefit of the Issuer Security.

21. Satisfaction and Discharge

The Trust Deed includes provisions which allow the Issuer to satisfy and discharge its obligations under the Notes, the Trust Deed and the other Notes Security Documents, subject to the satisfaction of certain conditions.

22. Survival of Redemption

The provisions of Condition 6(m) (*Redemption, Purchase and Cancellation; Approved Exchange Offer—Limited Recourse*), Condition 12(a) (*Noteholder Action—Limit on Noteholder Action*) and Condition 12(b) (*Noteholder Action—Recourse Against Certain Parties*) shall survive the redemption in full of the Notes.

23. Contracts (Rights of third Parties) Act 1999

No person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms or conditions of the Notes.

24. Governing Law

The Trust Deed and the Notes and the relationship between (a) the parties to those Transaction Documents, (b) the Noteholders and the Notes Trustee and (c) the Noteholders and the Security Trustee and any non-contractual obligations arising out of such agreements and relationships shall be governed by, and interpreted in accordance with, English law.

25. Listing

The Issuer will use its reasonable efforts to have the Notes admitted to listing on Euronext Dublin and trading on its Global Exchange Market following the Issue Date, and will maintain such listing as long as the Notes are outstanding; *provided that*, if the Issuer can no longer maintain such listing or it becomes unduly burdensome to make or maintain such listing, the Issuer may cease to make or maintain such listing on Euronext Dublin; *provided further that* the Issuer will use its reasonable efforts to obtain and maintain the listing of the Notes on another recognized listing exchange for notes issuers (which may be a stock exchange that is not regulated by the European Union). Notwithstanding the foregoing or any other provision of the Trust Deed or the Conditions to the contrary, the Issuer may, at its sole option at any time, without the consent of the Noteholders or the Notes Trustee, de-list the Notes from any stock exchange for the purposes of moving the listing of the Notes to The International Stock Exchange.

FORM OF THE NOTES

General

Denominations

(a) The Notes will have a minimum authorized denomination of £100,000 principal amount and integral multiples of £1,000 in excess thereof.

Form and Registration

(b) The Notes will be sold to (i) non-U.S. persons (as defined in Regulation S) in offshore transactions in reliance on Regulation S and will be issued in the form of one or more permanent global notes in fully registered form without interest coupons (each a "**Regulation S Global Note**") and (ii) persons that are both (x) Qualified Institutional Buyers and also (y) Qualified Purchasers will be issued in the form of one or more permanent global notes in fully registered form without interest coupons (each a "**144A Global Note**", and together with the Regulation S Global Note, the "**Global Notes**")

(c) Each initial investor in the Notes and subsequent transferee of an interest in a Global Note (except, in the case of an Initial Purchaser, as may be expressly agreed in writing between such Initial Purchaser and the Issuer) will be deemed to represent, among other matters, as to its status under the Securities Act and the Investment Company Act and ERISA, as applicable.

(d) The Global Notes will be deposited with and registered in the name of a common depository for the respective accounts of Euroclear and/or Clearstream. The Common Codes and ISIN for the Notes are as follows:

Rule 144A Global Note

Common Code:	218765149
ISIN:	XS2187651497

Regulation S Global Note

Common Code:	218764690
ISIN:	XS2187646901

(e) A beneficial interest in a Regulation S Global Note may be transferred to a person who takes delivery in the form of an interest in the corresponding global notes representing the Rule 144A Global Notes only upon, in accordance with the applicable procedures of the Clearing Systems, receipt by the Transfer Agent of (i) a written certification from the transferor in the form required by the Trust Deed to the effect that such transfer is being made to a person whom the transferor reasonably believes is both a QIB and a Qualified Purchaser (or a transferee thereof that is identified in Rules 3c-5 or 3c-6 under the Investment Company Act) in a transaction meeting the requirements of Rule 144A and Section 3(c)(7) under the Investment Company Act, respectively, and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction and (ii) a written certification from the transferee in the form required by the Trust Deed to the effect, among other things, that such transferee is both (x) a QIB and (y) a Qualified Purchaser (or a transferee thereof that is identified in Rules 3c-5 or 3c-6 under the Investment Company Act). Beneficial interests in a Rule 144A Global Note may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Note only upon receipt by the Transfer Agent of a written certification from the transferor in the form required by the Trust Deed to the effect that such transfer is being made in accordance with Regulation S and a written certification from the transferee in the form required by the Trust Deed to the effect, *inter alia*, that such transferee is a non-U.S. person purchasing such beneficial interest in such Regulation S Global Note in an offshore transaction pursuant to Regulation S. Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such Global Note, and become an interest in such other Global Note, and accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Notes for as long as it remains such an interest.

(g) No service charge will be made for any registration of transfer or exchange of Notes but the Issuer, the Registrar or the Transfer Agent may require payment of a sum sufficient to cover any transfer, tax or other governmental charge payable in connection therewith. The Registrar or the Transfer Agent will be permitted to request such evidence reasonably satisfactory to it documenting the identity and/or signatures of the transferor and transferee.

(h) The registered owner of the relevant Global Note will be the only person entitled to receive payments in respect of the Notes represented thereby, and the Issuer will be discharged by payment to the registered owner of such Global Note or in respect of each amount so paid. No person other than the registered owner of the relevant Global Note will have any claim against the Issuer in respect of any payment due on that Global Note. Account holders or participants in Euroclear and/or Clearstream shall have no rights under the Trust Deed with respect to Global Notes held on their behalf by Euroclear and/or Clearstream, and Euroclear and/or Clearstream may be treated by the Issuer, the Notes Trustee and any agent of the Issuer or the Notes Trustee as the holder of Global Notes for all purposes whatsoever.

(i) Global Notes will be exchangeable by the Issuer for Definitive Notes if: (i) Euroclear and/or Clearstream notifies the Issuer that it is unwilling or unable to continue to act as depository for the Global Notes and a successor depository is not appointed by the Issuer within 120 days after receiving such notice; (ii) the Issuer, at its option, notifies the Notes Trustee in writing that it elects to exchange in whole, but not in part, the Global Note for Definitive Notes; (iii) Euroclear and/or Clearstream so request following an Issuer Event of Default which is continuing; or (iv) the holder of a beneficial interest in a Global Note requests such exchange in writing delivered through Euroclear and/or Clearstream or to the Issuer following an Issuer Event of Default which is continuing.

Upon the occurrence of any of the preceding events in clauses (i) through (iv) above, the Issuer shall issue or cause to be issued Definitive Notes in such name or names and issued in any approved denominations as Euroclear or Clearstream shall instruct the Issuer based on the instructions received by Euroclear or Clearstream from the holders of beneficial interests in such Global Notes.

In the event that Definitive Notes are not so issued by the Issuer to such beneficial owners of interests in Global Notes, the Issuer expressly acknowledges that such beneficial owners shall be entitled to pursue any remedy that the holders of a Global Note would be entitled to pursue in accordance with the Trust Deed (but only to the extent of such beneficial owner's interest in the Global Note) as if Definitive Notes had been issued; provided, that the Notes Trustee shall be entitled to rely upon any certificate of ownership provided by such beneficial owners and/or other forms of reasonable evidence of such ownership. In the event that Definitive Notes are issued in exchange for Global Notes as described above, the applicable Global Note will be surrendered to the Registrar by Euroclear and/or Clearstream, as applicable, and the Issuer will execute and the Registrar will authenticate and deliver an equal aggregate outstanding principal amount of Definitive Notes.

(j) The Notes will be subject to certain restrictions on transfer set forth therein and in the Trust Deed and the Notes will bear the restrictive legend set forth in "*Transfer Restrictions*".

Bloomberg Screens, Etc.

(k) The Issuer will from time to time request all third-party vendors to include on screens maintained by such vendors appropriate legends regarding restrictions on the Global Notes under Section 3(c)(7) of the Investment Company Act and Rule 144A, if applicable.

BOOK-ENTRY CLEARANCE PROCEDURES

The information set out below has been obtained from sources that the Issuer believes to be reliable, but prospective investors are advised to make their own enquiries as to such procedures. In particular, such information is subject to any change in or interpretation of the rules, regulations and procedures of Euroclear or Clearstream (together, the "**Clearing Systems**") currently in effect and investors wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Notes Trustee, the Obligors, the Initial Purchasers or any Agent party to the Agency and Account Bank Agreement (or any affiliate of any of the above, or any person by whom any of the above is controlled for the purposes of the Securities Act), will have any responsibility for the performance by the Clearing Systems or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described below.

Euroclear and Clearstream

Custodial and depository links have been established between Euroclear and Clearstream to facilitate the initial issue of the Notes and cross–market transfers of the Notes associated with secondary market trading (see "*Settlement and Transfer of Notes*" below). The Issuer provides the following summary 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 the Issuer nor the Initial Purchasers are responsible for those operations or procedures.

Euroclear and Clearstream each hold securities for their customers and facilitate the clearance and settlement of securities transactions through electronic book-entry transfer between their respective accountholders. Indirect access to Euroclear and/or Clearstream is available to other institutions which clear through or maintain a custodial relationship with an accountholder of either system. Euroclear and Clearstream provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream have established an electronic bridge between their two systems across which their respective customers may settle trades with each other. Their customers are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Investors may hold their interests in such Global Notes directly through Euroclear and/or Clearstream if they are accountholders ("**Direct Participants**") or indirectly ("**Indirect Participants**", and together with Direct Participants, "**Participants**") through organizations which are accountholders therein.

Book-Entry Ownership

Euroclear and Clearstream

The Regulation S Global Note and the Rule 144A Global Note will each have an ISIN and a Common Code and will be registered in the name of, and deposited with, a common depository on behalf of Euroclear and/or Clearstream.

Relationship of Participants with Clearing Systems

Each of the persons shown in the records of Euroclear and/or Clearstream as a Noteholder represented by a Global Note must look solely to Euroclear and/or Clearstream (as the case may be) for his share of each payment made by the Issuer to the holder of such Global Note and in relation to all other rights arising under the Global Note, subject to and in accordance with the respective rules and procedures of Euroclear and/or Clearstream. The Issuer expects that, upon receipt of any payment in respect of Notes represented by a Global Note, the common depository by whom such Note is held, or nominee in whose name it is registered, will immediately credit the relevant Participants' or accountholders' accounts in the relevant Clearing System with payments in amounts proportionate to their respective beneficial interests in the principal amount of the relevant Global Note as shown on the records of the relevant Clearing System or its nominee. The Issuer also expects that payments by Direct Participants in any Clearing System to owners of beneficial interests in any Global Note held through such Direct Participants in any Clearing System will be governed by standing instructions and customary practices. Save as aforesaid, such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note and the obligations of the Issuer will be discharged by

payment to the registered holder, as the case may be, of such Global Note in respect of each amount so paid. None of the Issuer, the Notes Trustee or any Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in any Global Note or for maintaining, supervising or reviewing any records relating to such ownership interests.

Settlement and Transfer of Notes

Subject to the rules and procedures of each applicable Clearing System, purchases of Notes held within a Clearing System must be made by or through Direct Participants, which will receive a credit for such Notes on the Clearing System's records. The ownership interest of each actual purchaser of each such Note (the "**Beneficial Owner**") will in turn be recorded on the Direct Participant and Indirect Participant's records. Beneficial Owners will not receive written confirmation from any Clearing System of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which such Beneficial Owner entered into the transaction. Transfers of ownership interests in Notes held within the Clearing System will be effected by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in such Notes, unless and until interests in any Global Note held within a Clearing System are exchanged for Definitive Notes.

No Clearing System has knowledge of the actual Beneficial Owners of the Notes held within such Clearing System and their records will reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by the Clearing Systems to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Trading between Euroclear and/or Clearstream Participants

Secondary market sales of book-entry interests in the Notes held through Euroclear and/or Clearstream to purchasers of book-entry interests in the Notes held through Euroclear and/or Clearstream will be conducted in accordance with the normal rules and operating procedures of Euroclear and/or Clearstream and will be settled using the procedures applicable to conventional Eurobonds.

Redemption of Global Notes

In the event any Global Note, or any portion thereof, is redeemed, Euroclear and/or Clearstream, as applicable, will distribute the amount received by it in respect of the Global Note so redeemed to the Beneficial Owner of book-entry interests in such Global Note, subject to any applicable withholding taxes. The redemption price payable in connection with the redemption of such book-entry interests will be equal to the amount received by Euroclear and/or Clearstream, as applicable, in connection with the redemption of such Global Note (or any portion thereof), subject to any applicable withholding taxes. The Issuer understands that under existing practices of Euroclear and Clearstream, if fewer than all of the Notes are to be redeemed at any time, Euroclear and/or Clearstream will credit their respective participants' accounts on a proportionate basis (with adjustments to prevent fractions) or by lot or on such other basis as they deem fair and appropriate; provided, however, that no book-entry interest of less than £100,000 in principal amount at maturity, or less, may be redeemed in part.

Payments on Global Notes

Payments of any amounts owing in respect of the Global Notes (including principal, premium, interest, additional interest and additional amounts) will be made by the Issuer to the Paying Agent. The Paying Agent will, in turn, make such payments to Euroclear and Clearstream, which will distribute such payments to participants in accordance with their respective procedures.

Under the terms of the Trust Deed, the Issuer, the Notes Trustee the Registrar, the Transfer Agent and the Paying Agent will treat the registered holder of the Global Notes (for example Euroclear or Clearstream) as the owner thereof for the purpose of receiving payments and for all other purposes. Consequently, none of the Issuer, the Notes Trustee, the Registrar, the Transfer Agent nor the Paying Agents or any of their respective agents has or will have any responsibility or liability for:

- any aspects of the records of 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 Euroclear or

Clearstream , or for maintaining, supervising or reviewing the records of Euroclear or Clearstream, or payments made on account of, a book-entry interest, or

- payments made by Euroclear or Clearstream, or for maintaining, supervising or reviewing the records of Euroclear or Clearstream or payments made on account of a book-entry interest, or
- Euroclear or Clearstream; or
- the records of the common depositary or the custodian.

Payments made 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 subscribers 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 the Global Notes will be paid to holders of interest in such Notes through Euroclear and/or Clearstream in pound sterling.

Action by Owners of Book-Entry Interests

Euroclear and Clearstream have advised the Issuer that they will take any action permitted to be taken by a Noteholder only at the direction of one or more participants to whose account 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. 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 Issuer Event of Default under the Notes, each of Euroclear and Clearstream reserves the right to exchange the Global Notes for Definitive Notes in certificated form, and to distribute such Definitive Notes to their respective participants.

TAXATION

IRELAND

The following is a summary of the principal Irish tax consequences for individuals and companies of ownership of the Notes based on the laws and practice of the Irish Revenue Commissioners currently in force in Ireland and may be subject to change. It deals with Noteholders who beneficially own their Notes as an investment. Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, such as dealers in securities, trusts, etc. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Taxation of Noteholders

Withholding Tax

In general, tax at the standard rate of income tax (currently 20 per cent.) is required to be withheld from payments of Irish source interest which should include interest payable on the Notes.

Subject to the discussion below, the Issuer will not be obliged to make a withholding or deduction for or on account of Irish income tax from a payment of interest on a Note so long as the interest paid on the relevant Note falls within one of the following categories and meets the relevant conditions:

(a) Interest paid on a quoted Eurobond:

A quoted Eurobond is a security which is issued by a company (such as the Issuer), is listed on a recognised stock exchange (such as Euronext Dublin) and carries a right to interest. Provided that the Notes carry an amount in respect of interest and are listed on Euronext Dublin (or any other recognised stock exchange), interest paid on them can be paid free of withholding tax provided that the person by or through whom the payment is made is not in Ireland, or if such person is in Ireland, either:

(i) the Notes are held in a clearing system recognised by the Irish Revenue Commissioners (the Depository Trust Company ("**DTC**"), Euroclear and Clearstream are, amongst others, so recognised); or

(ii) the person who is the beneficial owner of the Notes and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to a relevant person (such as a paying agent located in Ireland) in the prescribed form.

Thus, subject to the discussion below, so long as the Notes continue to be quoted on a recognised stock exchange (such as Euronext Dublin) and are held in a clearing system recognised by the Irish Revenue Commissioners (DTC, Euroclear and Clearstream are, amongst others, so recognised), interest on the Notes can be paid by any paying agent acting on behalf of the Issuer free of any withholding or deduction for or on account of Irish income tax. If the Notes continue to be quoted but cease to be held in a recognised clearing system, interest on the Notes may be paid without any withholding or deduction for or on account of Irish income tax provided such payment is made through a paying agent who is not in Ireland.

(b) Interest paid by a qualifying company within the meaning of Section 110 TCA 1997 to certain non-residents:

If, for any reason, the quoted Eurobond exemption referred to above does not or ceases to apply, interest payments may still be made free of withholding tax provided that the Issuer remains a "qualifying company" as defined in Section 110 TCA 1997 and the Noteholder who is beneficially entitled to the interest is a person which is resident in a Relevant Territory, and where the recipient is a company, the interest is not paid to it in connection with a trade or business carried on by it in Ireland through a branch or agency.

In this context, "**Relevant Territory**" means a member state of the EU (other than Ireland) or a country with which Ireland has signed a double tax treaty. The test of residence is determined by reference to the law of the Relevant Territory in which the Noteholder claims to be resident.

Interest or other distributions paid out on the Notes which are profit dependent or any part of which exceeds a reasonable commercial return could, under certain anti-avoidance provisions, be re-characterised as a

non-deductible distribution and so be subject to dividend withholding tax in certain circumstances. However, this should not apply on the basis of a confirmation by the Issuer that, at the time the Notes were issued, the Issuer was not in possession or aware of any information, including information about any arrangement or understanding in relation to ownership of the Notes after that time, which could reasonably be taken to indicate that interest or other distributions paid on the Notes would not be subject, without reduction computed by reference to the amount of such interest or other distribution, to a tax in a Relevant Territory which generally applies to profits, income or gains received in that Relevant Territory by persons from sources outside that Relevant Territory.

Encashment Tax

Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent.) from interest on any Note, where such interest is collected or realized by a bank or encashment agent in Ireland on behalf of any Noteholder. There is an exemption from encashment tax where the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank.

Stamp Duty

No stamp duty or similar tax is imposed in Ireland on the issue, transfer or redemption of the Notes provided the Issuer is a qualifying company for the purposes of Section 110 of the TCA and the proceeds of the Notes are used in the course of the Issuer's business.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a description of certain U.S. federal income tax considerations relevant to the acquisition, ownership, and disposition of the Notes by a U.S. Holder (as defined below), except for the discussion under "*—FATCA*" below. This description only applies to Notes held as capital assets (generally, property held for investment) and does not address, except as set forth below, aspects of U.S. federal income taxation that may be applicable to holders that are subject to special tax rules, such as:

- banks or other financial institutions;
- insurance companies;
- real estate investment trusts, individual retirement accounts or other tax deferred accounts;
- regulated investment companies;
- grantor trusts;
- tax-exempt organizations;
- persons that will own the Notes through partnerships or other pass-through entities;
- dealers or traders in securities or currencies;
- U.S. Holders that have a functional currency other than the U.S. dollar;
- certain former citizens and long-term residents of the United States;
- U.S. Holders that use a mark-to-market method of accounting; or
- U.S. Holders that will hold a Note as part of a position in a straddle or as part of a hedging, conversion or integrated transaction for U.S. federal income tax purposes.

Moreover, this description does not address the U.S. federal estate and gift tax or alternative minimum tax consequences of the acquisition, ownership, and disposition of the Notes and does not address the 3.8% Medicare tax on net investment income that can also apply to certain U.S. Holders' capital gains and interest in respect of the Notes or rules requiring persons that use the accrual method of accounting to include certain amounts in income no later than the time such amounts are reflected on certain financial statements. In addition, this discussion is limited to persons who purchase Notes for cash pursuant to this offering at the offering price indicated on the cover page hereof. Each prospective purchaser should consult its own tax advisor with respect to the U.S. federal, state, local and non-U.S. tax consequences of acquiring, holding and disposing of the Notes.

This description is based on the U.S. Internal Revenue Code of 1986 (as amended) (the "**Code**"), U.S. Treasury Regulations promulgated thereunder ("**Treasury Regulations**"), administrative pronouncements and judicial decisions, each as available and in effect on the date hereof. All of the foregoing are subject to change (possibly with retroactive effect) or differing interpretations, which could affect the tax considerations described herein. No opinion of counsel or ruling from the Internal Revenue Service ("**IRS**") has been or will be given with respect to any of the considerations discussed herein. No assurances can be given that the IRS would not assert, or that a court would not sustain, a position different from any of the tax considerations discussed below.

For purposes of this discussion, a U.S. Holder ("**U.S. Holder**") is a beneficial owner of the Notes who for U.S. federal income tax purposes is:

- a citizen or individual resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) organized in or under the laws of the United States or any State thereof, including the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (1) that has validly elected to be treated as a U.S. person for U.S. federal income tax purposes or (2)(a) the administration over which a U.S. court can exercise primary supervision and (b) all of the substantial decisions of which one or more U.S. persons have the authority to control.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds the Notes, the tax treatment of the partnership and a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Such partner or partnership should consult its own tax advisor as to its tax consequences.

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.

Treatment of the Notes as Debt

The Issuer expects the Notes to be treated as debt and not as equity for U.S. federal income tax purposes; however no assurances can be given that the Issuer's position will not be successfully challenged by the IRS. If the Notes are treated as equity in the Issuer for U.S. federal income tax purposes, U.S. Holders would likely be subject to adverse tax consequences, including those under the passive foreign investment company ("**PFIC**") rules (pursuant to which (i) all or a portion of any gain on disposition of the Notes would be treated as ordinary income rather than capital gain, (ii) a deferred interest charge may apply to such gain and on certain distributions, which would include certain payments of stated interest, on the Notes and (iii) a U.S. Holder would be required to comply with certain reporting requirements.

U.S. Holders are urged to consult their own tax advisors regarding the application of these rules to their particular situations. The discussion below assumes that the Notes are treated as indebtedness for U.S. federal income tax purposes, except as otherwise described.

Redemptions and Additional Amounts

In certain circumstances, the Issuer may be obligated to make payments in excess of stated interest or principal of the Notes, referred to herein as Additional Amounts (as defined in Condition 9 ("*Taxation*"); see Condition 9 ("*Taxation*")), or redeem the Notes in advance of their expected maturity (see Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*")). The Issuer believes, and intends to take the position if required, that the Notes should not be treated as contingent payment debt instruments because of the possibility of such payments or redemptions. This position is based in part on assumptions regarding the likelihood, as of the date of issuance of the Notes, of such payments or redemptions. Assuming such position is respected, any amounts paid to a U.S. Holder pursuant to any repurchase or redemption would be taxable as described below in " *—Sale, Exchange, Retirement or Other Taxable Disposition*" and any payments of Additional Amounts should be taxable as additional ordinary income when received or accrued, in accordance with such holder's method of accounting for U.S. federal income tax purposes. The IRS may, however, take a position contrary to the position described above, which could affect the timing and character of a U.S. Holder's income with respect to the Notes, or have other adverse tax consequences. A U.S. Holder that desires to take the position that the Notes are subject to the contingent payment debt instrument rules should consult with its tax advisor, including regarding the manner in which to disclose such position as required by applicable U.S. Treasury Regulations; the IRS may disagree with such holder's contrary position. U.S. Holders should consult their tax advisors regarding the potential application to the Notes of the contingent payment debt instrument rules and the consequences thereof. This discussion assumes that the Notes will not be treated as contingent payment debt instruments.

Payments and Accruals of Stated Interest

Stated interest paid on the Notes generally will be treated as "qualified stated interest". Payments of "qualified stated interest" on the Notes (including any Additional Amounts and without reduction for any taxes withheld) generally will be taxable to a U.S. Holder as ordinary interest income at the time it is received or accrued, depending on the U.S. Holder's method of accounting for U.S. federal income tax purposes, as detailed below. The term "qualified stated interest" generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of an issuer), or that is treated as constructively received, at least annually at a single fixed rate ("**qualified stated interest**").

Stated interest paid in pounds sterling will be included in a U.S. Holder's gross income in an amount equal to the U.S. dollar value of the pounds sterling, including the amount of any withholding tax thereon, regardless of whether the pounds sterling are converted into U.S. dollars. Generally, a U.S. Holder that uses the cash method of tax accounting will determine such U.S. dollar value using the spot rate of exchange on the date of receipt. A cash method U.S. Holder generally will not realize foreign currency gain or loss on the receipt of the interest payment but may have foreign currency gain or loss attributable to the actual disposition of the pounds sterling received. Generally, a U.S. Holder that uses the cash method of tax accounting will determine the U.S. dollar value of accrued interest income using the average rate of exchange for the accrual period (or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within each taxable year).

Alternatively, an accrual basis U.S. Holder may make an election (which must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS) to translate accrued interest income at the spot rate of exchange on the last day of the accrual period (or the last day of the portion of the accrual period within each taxable year in the case of a partial accrual period) or the spot rate on the date of receipt, if that date is within five business days of the last day of the accrual period. A U.S. Holder that uses the accrual method of accounting for tax purposes will recognize foreign currency gain or loss in an amount equal to any difference between the U.S. dollar value of the pounds sterling interest payment (determined on the basis of the spot rate on the date the interest payment is received) in respect of the accrual period and the U.S. dollar value of the interest income that has accrued during the accrual period (as determined above) regardless of whether the payment is converted to U.S. dollars. This foreign currency gain or loss will be ordinary income or loss and generally will not be treated as an adjustment to interest income or expense. Foreign currency gain or loss generally will be U.S. source provided that the residence of a taxpayer is considered to be the United States for purposes of the rules regarding foreign currency gain or loss.

Interest including original issue discount ("**OID**"), if any, included in a U.S. Holder's gross income with respect to the Notes will be treated as foreign source income for U.S. federal income tax purposes. The limitation on non-U.S. taxes eligible for the U.S. foreign tax credit is calculated separately with respect to specific "baskets" of income. For this purpose, interest generally should constitute "passive category income". Any non-U.S. withholding tax paid by a U.S. Holder at the rate applicable to the U.S. Holder may be eligible for foreign tax credits (or deduction in lieu of such credits) for U.S. federal income tax purposes, subject to applicable limitations. U.S. Holders should consult their own tax advisors regarding the availability of foreign tax credits.

Original Issue Discount

A Note may be treated as issued with OID for U.S. federal income tax purposes if its "stated redemption price at maturity" equals or exceeds its issue price by the "OID de minimis amount". The "OID de minimis amount" equals ¼ of 1% of the debt instrument's "stated redemption price at maturity" multiplied by the number of complete years from its issue date to its maturity. The "stated redemption price at maturity" of a Note is the sum of all payments required to be made on the Note other than qualified stated interest payments.

If a Note is issued with OID, a U.S. Holder generally will be required to include OID in income before the receipt of the associated cash payment, regardless of such U.S. Holder's accounting method for tax purposes. The amount of OID a U.S. Holder should include in income is the sum of the "daily portions" of the OID for the Note for each day during the taxable year (or portion of the taxable year) in which the Note is held by such U.S. Holder. The daily portion is determined by allocating a pro rata portion of the OID for each day of the accrual period. An accrual period may be of any length and the accrual periods may 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 or interest occurs either on the first day of an accrual period or on the final day of an accrual period. The amount of OID allocable to an accrual period is equal to the difference between (1) the product of the "adjusted issue price" of the Note at the beginning of the accrual period and its yield to maturity (computed generally on a constant yield method and compounded at the end of each accrual period, taking into account the length of the particular accrual period) and (2) the amount of any qualified stated interest allocable to the accrual period. The "adjusted issue price" of a Note at the beginning of any accrual period is the sum of the issue price of the Note plus the amount of OID allocable to all prior accrual periods reduced by any payments received on the Note that were not qualified stated interest.

Under these rules, a U.S. Holder generally will have to include in income increasingly greater amounts of OID in successive accrual periods. OID allocable to a final accrual period is the difference between the amount payable at maturity (other than a payment of qualified stated interest) and the "adjusted issue price" at the beginning of the final accrual period. Under the Treasury Regulations, a Noteholder 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. A U.S. Holder considering an election under these rules should consult its own tax advisor.

U.S. Holders may obtain information regarding the amount of OID, if any, the issue price, the issue date and yield to maturity by contacting the Chief Financial Officer, 500 Brook Drive, Reading, RG2 6UU, United Kingdom.

Any OID on a Note generally will be determined for any accrual period in pounds sterling and then translated into U.S. dollars in the same manner as stated interest accrued by an accrual basis U.S. Holder. Upon

receipt of an amount attributable to OID (whether in connection with a sale or disposition of such a Note or otherwise), a U.S. Holder generally will recognize foreign currency gain or loss in an amount determined in the same manner as stated interest received by an accrual basis U.S. Holder, as described above. U.S. Holders are urged to consult their own tax advisors regarding the interplay between the application of the OID and foreign currency exchange gain or loss rules. For these purposes, all receipts on a Note will be viewed first, as payments of stated interest payable on the Note; second, as receipts of previously accrued OID (to the extent thereof), with payments considered made for the earlier accrual periods first; and, third, as receipts of principal.

The rules regarding OID are complex. U.S. Holders are urged to consult their own tax advisors regarding the application of these rules to their particular situations.

Sale, Exchange, Retirement or Other Taxable Disposition

A U.S. Holder generally will recognize gain or loss on the sale, exchange, retirement or other taxable disposition of a Note equal to the difference, if any, between the amount realized on such sale, exchange, retirement or other taxable disposition (other than any amount received in respect of accrued and unpaid interest which will be subject to tax in the manner described above in " *—Payments and Accruals of Stated Interest*" to the extent not previously included in income), and the U.S. Holder's adjusted tax basis in such Note.

A U.S. Holder's adjusted tax basis in a Note generally will be its U.S. dollar cost increased by the amount of any OID previously included in income and decreased by payments other than qualified stated interest made with respect to the Note. If a U.S. Holder purchases a Note with pounds sterling, the U.S. dollar cost of the Note generally will be the U.S. dollar value of the purchase price on the date of purchase calculated at the spot rate of exchange on that date. The amount realized upon the disposition of a Note generally will be the U.S. dollar value of the amount received on the date of the disposition calculated at the spot rate of exchange on that date. However, if the Note is traded on an established securities market, a cash basis U.S. Holder (and, if it so elects, an accrual basis U.S. Holder) should determine the U.S. dollar value of the cost of or amount received on the Note, as applicable, by translating the amount paid or received at the spot rate of exchange on the settlement date of the purchase or disposition, as applicable. The election available to accrual basis U.S. Holders in respect of the purchase and disposition of Notes traded on an established securities market must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS.

Subject to the foreign currency rules discussed below, any gain or loss recognized on the sale, exchange, retirement, or other taxable disposition of a Note generally will be U.S. source capital gain or loss. Gain or loss will be long-term capital gain or loss if the U.S. Holder has held the Note for more than one year. A non-corporate U.S. Holder's long-term capital gain is currently taxed at preferential rates. The ability of a U.S. Holder to offset capital losses against ordinary income is limited.

Gain or loss recognized by a U.S. Holder on the sale, exchange, retirement or other taxable disposition of a Note generally will be treated as ordinary income or loss to the extent that the gain or loss is attributable to changes in foreign currency exchange rates during the period in which the U.S. Holder held such Note. Such foreign currency gain or loss will equal the difference between (i) the U.S. dollar value of the U.S. Holder's pounds sterling purchase price for the Note calculated at the spot rate of exchange on the date of the sale, exchange, retirement or other taxable disposition and (ii) the U.S. dollar value of the U.S. Holder's pounds sterling purchase price for the Note calculated at the spot rate of exchange on the date of purchase of the Note. The realization of any foreign currency gain or loss, including foreign currency gain or loss with respect to amounts attributable to accrued and unpaid stated interest and any OID, will be limited to the amount of overall gain or loss realized on the disposition of a Note.

Exchange of Amounts in Other than U.S. Dollars

If a U.S. Holder receives pounds sterling as interest on a Note or on the sale, exchange, retirement or other taxable disposition of a Note, such U.S. Holder's tax basis in the pounds sterling will equal the U.S. dollar value when the pounds sterling are received. If a U.S. Holder purchased a Note with previously owned non-U.S. currency, gain or loss on such currency will be recognized in an amount equal to the difference, if any, between the U.S. Holder's tax basis in such currency and the spot rate on the date of purchase of the Note. Any such gain or loss generally will be treated as ordinary income or loss from sources within the United States provided that the residence of the U.S. Holder is considered to be the United States for purposes of the rule governing foreign currency transactions.

Reportable Transaction Reporting

Under the 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 Notes as a reportable transaction if this loss exceeds the relevant threshold in the Treasury 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 Notes, or any related transaction, including without limitation, the disposition of any non-U.S. currency received as interest or as proceeds from the sale, exchange, retirement or other taxable disposition of the Notes.

Further Notes

The Issuer may issue Further Notes as defined in Condition 20 ("*Issue of Further Notes*"). These Further Notes, even if they are treated for non-tax purposes as part of the same series as the original Notes, in some cases may not be fungible with the original Notes for U.S. federal income tax purposes, which may affect the market value of the original Notes even if the Further Notes are not otherwise distinguishable from the original Notes.

Reporting and Backup Withholding

Backup withholding and information reporting requirements may apply to certain payments of principal of, and interest and accruals of OID, if any, on a Note and to proceeds of the sale, exchange, retirement or other taxable disposition of a Note, to certain U.S. Holders. The payor will be required to backup withhold tax on payments made within the United States, or by a U.S. payor or U.S. middleman or certain of their affiliates, on a Note to, or from gross proceeds of the sale or disposition of a Note paid to, a U.S. Holder if the U.S. Holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, the backup withholding requirements.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. Holder's U.S. federal income tax liability. A U.S. Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing the appropriate claim for a refund with the IRS and furnishing any required information in a timely manner.

Certain U.S. Holders are required to report information relating to an interest in the Notes, subject to certain exceptions (including an exception for Notes held in custodial accounts maintained by certain financial institutions). U.S. Holders are urged to consult their own tax advisors regarding the effect, if any, of this requirement on their ownership and disposition of the Notes.

FATCA

FATCA generally imposes withholding at a rate of 30% on payments of interest made to any foreign entity on debt obligations generating U.S. source interest or certain other debt obligations generating non-U.S. source interest including "foreign passthru payments" made by a foreign financial institution, unless the foreign financial institution complies with certain reporting rules under FATCA or otherwise qualifies for an exemption. Currently, the term "foreign passthru payment" is not defined and it is unclear whether or to what extent payments on the Note would be considered foreign passthru payments, assuming the issuer would be considered a foreign financial institution. If and when such regulations are issued, the Notes will be grandfathered and FATCA withholding should not apply to the Notes to the extent otherwise applicable. If, however, the Notes are modified more than six months after the date final regulations defining a foreign passthru payment are published FATCA withholding may apply (effective beginning two years from such date of publication), and holders and beneficial owners of the Notes will not be entitled to receive any Additional Amounts to compensate them for any such withholding. In addition, if Further Notes are issued after the expiration of the grandfathering period and have the same ISIN or CUSIP as the Notes issued hereby, then withholding agents may treat all notes bearing the same ISIN or CUSIP, including any Notes issued hereby, as subject to withholding under FATCA. Holders should consult their tax advisors regarding the availability of a refund in such circumstances. The intergovernmental agreement between Ireland and the United States modifies the requirements in this paragraph and an intergovernmental agreement between the United States and a foreign country where a holder or intermediary is located may further modify such requirements. Prospective holders should consult their tax advisors regarding the possible implications of this legislation on their investment in the Notes.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE OF IMPORTANCE TO A PARTICULAR PURCHASER. EACH PROSPECTIVE PURCHASER IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES TO IT OF AN INVESTMENT IN THE NOTES IN LIGHT OF THE PURCHASER'S OWN CIRCUMSTANCES.

CERTAIN ERISA CONSIDERATIONS

The Notes are not eligible for purchase by or using the assets of a Benefit Plan Investor or any other employee benefit plan (within the meaning of Section 3(3) of ERISA) which is subject to Similar Laws.

Under ERISA and a regulation issued by the U.S. Department of Labor at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA (the "**Plan Asset Regulation**"), the assets of an entity that is neither a publicly-offered security nor a security issued by an investment company registered under the Investment Company Act will be deemed to constitute "plan assets" for the purposes of ERISA and the Code if a Benefit Plan Investor acquires an "equity interest" in the entity and none of the exceptions contained in the Plan Asset Regulation is applicable. An equity interest is defined under the Plan Asset Regulation as an interest other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Under the exceptions in the Plan Asset Regulation, an entity will not be deemed to hold plan assets if (i) participation in the entity by Benefit Plan Investors is not "significant" (e.g. Benefit Plan Investors hold less than 25% of each class of equity interest in the entity), or (ii) the entity is an operating company, including a "venture capital operating company" or "real estate operating company".

Although there is little guidance on the subject, at the time of their issuance, the Notes may be treated as equity interests of the Issuer for purposes of the Plan Asset Regulation. The Notes are not a publicly-offered security and the Issuer is not an investment company registered under the Investment Company Act. Furthermore, it is not expected that the Issuer will be an operating company for purposes of the Plan Asset Regulations, and the Issuer will not be able to monitor the level of Benefit Plan Investor participation in the Notes in order to maintain such participation below the 25% threshold. Therefore, there can be no guarantee that the assets of the Issuer will not be deemed to include plan assets if the Notes were to be treated as equity interests of the Issuer. Certain transactions involving the Issuer might be deemed to constitute prohibited transactions under Section 406 of ERISA or Section 4975 of the Code or Similar Laws if the assets of the Issuer are deemed to include plan assets under ERISA, the Code, or such Similar Laws. As a result, the Notes will not be made available for purchase by Benefit Plan Investors or employee benefit plans (within the meaning of Section 3(3) of ERISA) subject to Similar Laws, and any purchase of a Note by such a Benefit Plan Investor or employee benefit plan will be null and void.

Each acquirer and each transferee of a Note or any interest therein will be deemed to have represented, warranted and agreed at the time of its acquisition and throughout the period that it holds such Note or any interest therein that it is not, and is not acting on behalf of (and for so long as such acquirer or transferee holds such Notes or any interest therein will not be, and will not be acting on behalf of) a Benefit Plan Investor or an employee benefit plan which is subject to Similar Laws, and no part of the assets used by it to acquire or hold any Note or any interest therein constitutes the assets of any Benefit Plan Investor or any such employee benefit plan.

Legal Investment Considerations

If your investment activities are subject to regulation by federal, state or local law or governmental authorities you should review the applicable laws and/or rules, policies and guidelines adopted from time to time by such authorities before purchasing any Notes. No representation is made as to the proper characterisation of the Notes for legal investment or other purposes or as to the ability of particular investors to purchase any Notes under applicable law or other legal investment restrictions. Accordingly, if your investment activities are subject to such laws and/or regulations, regulatory capital requirements or review by regulatory authorities you should consult your own legal advisers in determining whether and to what extent the Notes constitute a legal investment or are subject to investment, capital or other restrictions.

None of the Issuer, the Initial Purchasers, VMIH, Virgin Media, Liberty Global plc or any person who controls them or any director, officer, employee or agent of any of theirs or affiliate of any such person make any representation as to the proper characterisation of the Notes for legal investment or other purposes, as to the ability of particular investors to purchase the Notes for legal investment or other purposes or as to the ability of particular investors to purchase the Notes under applicable investment restrictions. All institutions whose activities are subject to legal investment laws and regulations, regulatory capital requirements or review by regulatory authorities should consult their own legal advisers in determining whether and to what extent the Notes are subject to investment, capital or other restrictions. Without limiting the generality of the foregoing, none of the Issuer, the Initial Purchasers, VMIH, Virgin Media, Liberty Global plc or any person who controls them or any director, officer, employee or agent of any of theirs or affiliate of any such person makes any representation as to the characterisation of the Notes as a U.S.-domestic or foreign (non-U.S.) investment under any state insurance code or related regulations, and they are not aware of any published precedent that addresses such characterisation. The uncertainties described above (and any unfavorable future determinations concerning legal investment or financial institution regulatory characteristics of the Notes) may affect the liquidity of the Notes.

PLAN OF DISTRIBUTION

The Subscription Agreement dated as of June 3, 2020 was entered into among the Issuer, Virgin Media, VMIH and the Initial Purchasers in respect of the Notes. Upon the terms and subject to the conditions contained in the Subscription Agreement, the Issuer has agreed to sell to each Initial Purchaser, and each Initial Purchaser has severally agreed to purchase from the Issuer, the principal amount of Notes set forth therein.

The obligations of the Initial Purchasers to purchase the Notes under the Subscription Agreement are several and not joint, are subject to approval of certain legal matters by counsel and to certain conditions precedent and the Initial Purchasers are entitled in certain circumstances to be released and discharged from their obligations under the Subscription Agreement prior to the closing of the issuance of the Notes. In the Subscription Agreement, VMIH and Virgin Media, jointly and severally, as well as the Issuer, agree to indemnify each of the Initial Purchasers against certain liabilities under the Securities Act, the Exchange Act or otherwise, or to contribute to payments each Initial Purchaser may be required to make in respect thereof.

Selling Restrictions

European Economic Area

Prohibition of Offers To EEA Retail Investors

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EC (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). No key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared. Offering or selling the notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Professional Investors and ECPS Only Target Market

Solely for the purposes of the product approval process of each Initial Purchaser (each, a "**manufacturer**"), the target market assessment in respect of the Notes described in this Offering Circular has led to the conclusion that: (i) the target market for such Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of such Notes to eligible counterparties and professional clients are appropriate. The target market and distribution channel(s) may vary in relation to sales outside the EEA in light of local regulatory regimes in force in the relevant jurisdiction. Any person subsequently offering, selling or recommending such Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of such Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

United States of America

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or the state securities laws of any state of the United States of America and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in transactions pursuant to an exemption from, or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

No action has been taken or is being contemplated by the Issuer that would permit a public offering of the Notes or possession or distribution of this Offering Circular or any amendment thereof, or supplement thereto or any other offering material relating to the Notes in any jurisdiction where, or in any other circumstances in which, action for those purposes is required. No offers, sales or deliveries of any Notes, or distribution of this Offering Circular or any other offering material relating to the Notes, may be made in or from any jurisdiction except in circumstances that will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer or the Initial Purchasers. Because of the restrictions contained in the front of this Offering Circular, you are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes.

Each of the Initial Purchasers agrees that it or one or more of its affiliates will sell or arrange for the sale (as applicable) of Notes only to or with, in each case, (a) purchasers it reasonably believes to be both (x) Qualified Institutional Buyers and (y) Qualified Purchasers and (b) non-U.S. persons in offshore transactions pursuant to Regulation S. Resales of the Notes in reliance on Rule 144A or otherwise in a transaction exempt from the registration requirements under the Securities Act, as the case may be, are restricted as described under "*Transfer Restrictions*". Beneficial interests in a Regulation S Global Note may not be held by a U.S. person at any time, and resales of the Notes offered in offshore transactions to non-U.S. persons in reliance on Regulation S may be effected only in accordance with the transfer restrictions described herein. As used in this paragraph, the terms "United States" and "U.S". have the meanings given to them by Regulation S.

United Kingdom

Each of the Initial Purchasers 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 Financial Services and Markets Act 2000 (the "**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 Issuer; 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.

Ireland

Each Initial Purchaser has warranted and undertaken to the Issuer that:

(a) it will not underwrite the issuance of, or place the Notes, otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations (as amended, the "**MiFID Regulations**"), including, without limitation, Regulations 5 (Requirement for Authorisation) thereof or any codes of conduct made under the MiFID Regulations and the provisions of the Investor Compensation Act 1998 (as amended);

(b) it will not underwrite the issuance of, or place, the Notes, otherwise than in conformity with the provisions of the Companies Act 2014 (as amended, the "**Companies Act**"), the Central Bank Acts 1942—2019 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended);

(c) it will not underwrite the issuance of, or place, or do anything in Ireland in respect of the Notes otherwise than in conformity with the provisions of the Prospectus Regulation, the European Union (Prospectus) Regulations 2019 (as amended) and any rules issued by the Central Bank of Ireland under Section 1363 of the Companies Act; and

(d) it will not underwrite the issuance of, place or otherwise act in Ireland in respect of the Notes, otherwise than in conformity with the provisions of the Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 and any rules or guidance issued by the Central Bank of Ireland under Section 1370 of the Companies Act.

Miscellaneous

This document does not constitute, and may not be used for the purpose of, an offer or solicitation in or from any jurisdiction where such an offer or solicitation is not authorized.

Attention is drawn to the information set out on the inside front cover of this document in respect of restrictions on offers and sales of the Notes and on distribution of documents.

You should be aware that the laws and practices of certain countries require investors to pay stamp taxes and other charges in connection with the purchases of securities.

We expect that delivery of the Notes will be made against payment on the Notes on or about the date specified on the cover page of this Offering Circular, which will be ten business days (as such term is used for purposes of Rule 15c6-1 of the U.S. Exchange Act) following the date of pricing of the Notes (this settlement cycle is being referred to as "T+10"). Under Rule 15c6-1 of the U.S. Exchange Act, trades in the secondary market generally are required to settle in two business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on the date of this Offering Circular or the next

seven business days will be required to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to make such trades should consult their own advisors.

The Notes are a new issue of securities for which there is currently no market. The Issuer will apply to list the Notes on the Official List of Euronext Dublin and for the admission for trading on the Global Exchange Market thereof as soon as practicable after the Issue Date thereof, but it cannot assure you that the Notes will become or remain listed. If the Issuer can no longer maintain the listing on the Official List of Euronext Dublin or it becomes unduly burdensome to make or maintain such listing (for the avoidance of doubt, the preparation of financial statements in accordance with the International Financial Reporting Standards or any accounting standard other than U.S. GAAP and any other standard pursuant to which Virgin Media prepares its financial statements shall constitute such undue burden), the Issuer may cease to make or maintain such listing on the Official List of Euronext Dublin, *provided* that the Issuer will use all reasonable efforts to obtain and maintain the listing of the Notes on another stock exchange (which may be a stock exchange that is not regulated by the European Union), although there can be no assurance that the Issuer will be able to do so. Notwithstanding the foregoing, the Issuer may, at its sole option at any time, without the consent of the Noteholders or the Notes Trustee, delist the Notes from any stock exchange, for the purposes of moving the listing of the Notes to The International Stock Exchange. The Initial Purchasers are not under an obligation to make a market in the Notes and any market making activity, if commenced, may be discontinued at any time. In addition, such market making activities will be subject to the limits imposed by the Securities Act and the U.S. Exchange Act. Accordingly, there can be no assurance that a secondary market for the Notes will develop, or if one does develop, that it will continue. Accordingly, no assurance can be given as to the liquidity of or trading market for the Notes.

No action has been taken or is being contemplated by the Issuer that would permit a public offering of the Notes or possession or distribution of this Offering Circular or any amendment thereof, or supplement thereto or any other offering material relating to the Notes in any jurisdiction (other than Ireland) where, or in any other circumstances in which, action for those purposes is required. No offers, sales or deliveries of any Notes, or distribution of this Offering Circular or any other offering material relating to the Notes, may be made in or from any jurisdiction except in circumstances that will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer or the Initial Purchasers. Because of the restrictions contained in the front of this Offering Circular, you are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes.

The Notes are offered when, as and if issued, subject to prior sale or withdrawal, cancellation or modification of the offer without notice and subject to approval of certain legal matters by counsel and certain other conditions.

Persons into whose hands this Offering Circular comes are required by the Issuer and the Initial Purchasers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession, distribute or publish this Offering Circular or any other offering material relating to the Notes, in all cases at their own expense.

In connection with the offering of the Notes, the Stabilizing Manager may engage in overallotment, stabilizing transactions and syndicate covering transactions. Overallotment involves sales in excess of the offering size, which creates a syndicate short position. 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. Syndicate 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 syndicate 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 Stabilizing Manager engages in stabilizing or syndicate covering transactions, it may discontinue them at any time.

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. Certain of the Initial Purchasers and/or their respective affiliates have, from time to time, performed, and may in the future perform, various consulting, financial advisory, investment banking, hedging, commercial lending and capital markets services for Virgin Media and Liberty Global, for which they received or will receive customary fees and expenses. Certain of the Initial Purchasers and/or their respective affiliates have arranged and made loans to subsidiaries of Liberty Global or Virgin Media in the past. Certain of the Initial Purchasers and/or their respective

affiliates that have a lending relationship with, and/or own outstanding debt securities of, Virgin Media and/or its affiliates have hedged, and are likely to hedge in the future, their credit exposure to Virgin Media and/or its affiliates consistent with their risk management policies. Typically, the Initial Purchasers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the Notes. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes. In addition, certain of the Initial Purchasers and/or their respective affiliates provide Virgin Media and/or its affiliates, from time to time, with hedging services, and may act as counterparties to certain hedging agreements entered into by Virgin Media and/or its affiliates and such parties will receive customary fees and commissions for their services in such capacities.

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 Issuer. 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.

Certain Initial Purchasers are lenders under facilities of the VM Credit Facility, and certain of the Initial Purchasers and/or affiliates are parties to certain hedging arrangements with Virgin Media and/or its subsidiaries. In addition, certain of the Initial Purchasers and/or their affiliates are party to certain hedging arrangements with the Virgin Media Group and may be counterparties to certain cross-currency swap contracts that we may enter into with respect to the Notes.

The overall exposure of certain Initial Purchasers to the Virgin Media Group could be indirectly reduced as a result of the Excess Cash Loans under the Excess Cash Facility.

Certain Initial Purchasers are not broker-dealers registered with the SEC and, therefore, may not make sales of any Notes in the United States or to U.S. persons, except in compliance with applicable U.S. laws and regulations. To the extent that such Initial Purchasers intend to effect sales of the Notes in the United States, they will do so only through one or more U.S. registered broker-dealers or otherwise as permitted by applicable U.S. law.

TRANSFER RESTRICTIONS

Because of the following restrictions, you are advised to consult legal counsel prior to making any offer, resale, or transfer of the Notes. The Notes have not been registered under the Securities Act or any state securities or "Blue Sky" laws or the securities laws of any other jurisdiction and, accordingly, may not be reoffered, resold, pledged or otherwise transferred except in accordance with the restrictions described herein and set forth in the Trust Deed.

(a) The Notes have not been registered under the Securities Act or any state securities or "Blue Sky" laws or the securities laws of any other jurisdiction and, accordingly, may not be reoffered, resold, pledged or otherwise transferred except in accordance with the restrictions described herein and set forth in the Trust Deed.

(b) Without limiting the foregoing, by holding a Note, you will acknowledge and agree, among other things, that you understand that the Issuer is not registered as an investment company under the Investment Company Act and that, in connection with any subsequent resale or transfer of the Notes that are made in reliance on Rule 144A, the Issuer will not be registered as an investment company under the Investment Company Act, in reliance upon the exception contained in Section 3(c)(7) of the Investment Company Act for companies (a) whose outstanding securities offered within the U.S. are beneficially owned by U.S. residents that are "qualified purchasers" or "knowledgeable employees" with respect to the Issuer at the time of acquisition of such securities and certain transferees thereof identified in Rules 3c-5 or 3c-6 under the Investment Company Act and (b) which do not make, or propose to make, a public offering of their securities in the United States. Section 2(a)(51) of the Investment Company Act defines the term "qualified purchaser" and the U.S. Securities and Exchange Commission (the "**SEC**") has designated several additional classes of qualified purchasers, including companies beneficially owned exclusively by one or more "qualified purchasers". Each of the following would fall within the definition of "qualified purchaser":

  (i) a natural person who owns not less than $5,000,000 in "investments". as such term has been defined in (and as the value of such investments are calculated pursuant to) the relevant rules promulgated by the SEC as of the date hereof;

  (ii) a company that owns not less than $5,000,000 in "investments" and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons;

  (iii) a trust that is not covered by clause (ii) and that was not formed for the specific purpose of acquiring the securities offered, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who contributed assets to the trust, is a person described in clause (i), (ii) or (iv); or

  (iv) a person, acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis, not less than $25,000,000 in "investments";

provided that, in the case of an entity that would be an investment company but for the exclusions from the Investment Company Act provided by Section 3(c)(1) or Section 3(c)(7) thereof ("excepted investment company"), (i) all of the beneficial owners of its outstanding securities (other than short-term paper) that acquired such securities on or before April 30, 1996 ("pre-amendment beneficial owners") and (ii) all of the pre-amendment beneficial owners of the outstanding securities (other than short-term paper) of an excepted investment company that directly or indirectly own any of its outstanding securities, must have consented to its treatment as a "qualified purchaser".

Global Notes

If you are either an initial purchaser or a transferee of Notes represented by an interest in a Global Note you will be deemed to have represented and agreed as follows (except as may be expressly agreed in writing between you and the Issuer, if you are an initial purchaser):

(a) In connection with the purchase of such Notes: (A) none of (i) the Issuer, the Initial Purchasers, VMIH, Virgin Media, Liberty Global plc or any person who controls them or any director, officer, employee or agent of any of theirs or affiliate of any such person, or (ii) the Notes Trustee, the Security Trustee, the Transfer Agent, any other Agent or any other party to the transaction contemplated by this Offering Circular or any of their respective affiliates, is acting as a fiduciary or financial or investment adviser for such

beneficial owner; (B) such beneficial owner is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of (i) the Issuer, the Initial Purchasers, VMIH, Virgin Media, Liberty Global plc or any person who controls them or any director, officer, employee or agent of any of theirs or affiliate of any such person, or (ii) the Notes Trustee, the Security Trustee, the Transfer Agent, any other Agent or any other party to the transaction contemplated by this Offering Circular or any of their respective affiliates, other than any statements in this Offering Circular, and such beneficial owner has read and understands this Offering Circular; (C) such beneficial owner has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers to the extent it has deemed necessary and has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Trust Deed) based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by (i) the Issuer, the Initial Purchasers, VMIH, Virgin Media, Liberty Global plc or any person who controls them or any director, officer, employee or agent of any of theirs or affiliate of any such person, or (ii) the Notes Trustee, the Security Trustee, the Transfer Agent, any other Agent or any other party to the transaction contemplated by this Offering Circular or any of their respective affiliates; (D) such beneficial owner is either (1) (in the case of a beneficial owner of an interest in a Rule 144A Global Note) both (a) a "qualified institutional buyer" (as defined under Rule 144A under the Securities Act) that is not a broker-dealer which owns and invests on a discretionary basis less than $25,000,000 in securities of issuers that are not affiliated persons of the dealer and is not a plan referred to in paragraph (a)(1)(i)(d) or (a)(1)(i)(e) of Rule 144A under the Securities Act or a trust fund referred to in paragraph (a)(1)(i)(f) of Rule 144A under the Securities Act that holds the assets of such a plan, if investment decisions with respect to the plan are made by beneficiaries of the plan and (b) a "qualified purchaser" as defined in Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3 under, the Investment Company Act, or (2) not a "U.S. person" (as defined in Regulation S) and is acquiring the Notes in an offshore transaction (as defined in Regulation S) in reliance on the exemption from registration provided by Regulation S; (E) such beneficial owner is acquiring its interest in such Notes for its own account; (F) such beneficial owner was not formed for the purpose of investing in such Notes; (G) such beneficial owner understands that the Issuer may receive a list of participants holding interests in the Notes from one or more book-entry depositories; (H) such beneficial owner will hold and transfer at least the minimum denomination of such Notes; (I) such beneficial owner will provide notice of the relevant transfer restrictions to subsequent transferees; and (J) such beneficial owner, it is not acquiring any Note as part of a plan to reduce, avoid or evade U.S. federal income tax.

(b) Each acquirer and each transferee of a Note or any interest therein will be deemed to have represented, warranted and agreed at the time of its acquisition and throughout the period that it holds such Note or any interest therein that it is not, and is not acting on behalf of (and for so long as such acquirer or transferee holds such Notes or any interest therein will not be, and will not be acting on behalf of) a Benefit Plan Investor or an employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to any Similar Laws, and no part of the assets to be used by such acquirer or transferee to acquire or hold such Notes or any interest therein constitutes the assets of any Benefit Plan Investor or any such employee benefit plan.

(c) Such beneficial owner understands that such Notes are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, such Notes have not been and will not be registered under the Securities Act, and, if in the future such beneficial owner decides to offer, resell, pledge or otherwise transfer such Notes, such Notes may be offered, resold, pledged or otherwise transferred only in accordance with the provisions of the Trust Deed and the legend on such Notes. Such beneficial owner acknowledges that no representation has been made as to the availability of any exemption under the Securities Act or any state securities laws for resale of such Notes. Such beneficial owner understands that the Issuer has not been registered, and will not register, under the Investment Company Act, and, that the Issuer intends to comply with the exception under Section 3(c)(7) of the Investment Company Act in order to avoid the adverse consequences of failing to register as an "investment company". Such beneficial owner understands that any transferee will be a Qualified Institutional Buyer that is also a Qualified Purchaser or a non-U.S. person.

(d) Such beneficial owner is aware that, except as otherwise provided in the Trust Deed, any Notes being sold to it in reliance on Regulation S will be represented by one or more Regulation S Global Notes and that in each case beneficial interests therein may be held only through a common depository for the respective accounts of Euroclear and/or Clearstream.

(e) Such beneficial owner will provide notice to each person to whom it proposes to transfer any interest in the Notes of the transfer restrictions and representations set forth in the Trust Deed.

Non-Permitted Holder

If any U.S. person that is not both a Qualified Institutional Buyer and a Qualified Purchaser becomes the holder or beneficial owner of an interest in any Note (any such person a "**Non-Permitted Holder**"), the Issuer shall, promptly after discovery that such person is a Non-Permitted Holder, send notice to such Non-Permitted Holder demanding that such Non-Permitted Holder transfer its interest to a person that is not a Non-Permitted Holder within 30 days after the date of such notice. If such Non-Permitted Holder fails to so transfer its Notes, the Issuer shall have the right, without further notice to the Non-Permitted Holder, to sell such Notes or interest in such Notes to a purchaser selected by the Issuer that is not a Non-Permitted Holder on such terms as the Issuer may choose. The Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Notes and selling such Notes to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion. Each Noteholder, as applicable, the Non-Permitted Holder and each other person in the chain of title from the holder to the Non-Permitted Holder, by its acceptance of an interest in the Notes agrees to cooperate with the Issuer and the Transfer Agent to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the Non-Permitted Holder. The terms and conditions of any sale shall be determined in the sole discretion of the Issuer, and the Issuer shall not be liable to any person having an interest in the Notes sold as a result of any such sale or the exercise of such discretion.

Legends

The Notes will bear a legend substantially to the following effect unless the Issuer determines otherwise in compliance with applicable law:

THIS NOTE EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY EVIDENCED HEREBY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE NOTEHOLDER BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**")) THAT IS ALSO A "QUALIFIED PURCHASER" (AS DEFINED IN SECTION 2(a)(51) OF, AND RULES 2a51-1, 2a51-2 AND 2a51-3 UNDER, THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**")) (OR A TRANSFEREE THEREOF THAT IS IDENTIFIED IN RULES 3C-5 AND 3C-6 UNDER THE INVESTMENT COMPANY ACT) OR (B) IT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) AND IS ACQUIRING THIS NOTE IN AN "OFFSHORE TRANSACTION" IN RELIANCE ON REGULATION S, (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 ONLY (A) TO THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS BOTH A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) AND A QUALIFIED PURCHASER (AS DEFINED IN SECTION 2(a)(51) OF, AND RULES 2a51-1, 2a51-2 AND 2a51-3 UNDER, THE INVESTMENT COMPANY ACT) (OR A TRANSFEREE THEREOF THAT IS IDENTIFIED IN RULES 3c-5 OR 3c-6 UNDER THE INVESTMENT COMPANY ACT) THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHO IS ALSO A QUALIFIED PURCHASER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A OR (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS WITHIN THE MEANING OF REGULATION S.

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF AN INTEREST IN A NOTE THAT IS A U.S. PERSON AND IS NOT BOTH (A) A QUALIFIED PURCHASER AND (B) A QUALIFIED INSTITUTIONAL BUYER TO SELL ITS INTEREST IN THE NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

ANY TRANSFER, PLEDGE OR OTHER USE OF THIS NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, A COMMON DEPOSITORY ON BEHALF OF EUROCLEAR AND/OR CLEARSTREAM, HAS AN INTEREST HEREIN, UNLESS THIS NOTE IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF EUROCLEAR AND/OR CLEARSTREAM, TO THE ISSUER OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF A COMMON DEPOSITORY ON BEHALF OF EUROCLEAR AND/OR CLEARSTREAM OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORISED REPRESENTATIVE OF EUROCLEAR AND/OR CLEARSTREAM (AND ANY PAYMENT HEREON IS MADE TO A COMMON DEPOSITORY ON BEHALF THEREOF).

TRANSFERS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF EUROCLEAR AND/OR CLEARSTREAM OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

TRANSFERS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE TRUST DEED REFERRED TO HEREIN.

PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF.

BY ACCEPTING THIS NOTE (OR ANY INTEREST IN THE NOTE 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), (I) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA")), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (II) AN INDIVIDUAL RETIREMENT ACCOUNT OR OTHER PLAN OR ARRANGEMENT TO WHICH SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, ("CODE"), APPLIES, OR (III) AN 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 ANY SUCH PLAN'S INVESTMENT IN SUCH ENTITY (EACH OF (I), (II) AND (III), A "BENEFIT PLAN INVESTOR") OR (IV) 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 ANY SUCH GOVERNMENTAL, CHURCH OR NON U.S. PLAN, OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR ANY 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); AND (2) NEITHER THE ISSUER 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 ACQUIRER OR TRANSFEREE IN CONNECTION WITH ANY PURCHASE OR HOLDING OF THIS NOTE, OR AS A RESULT OF ANY EXERCISE BY THE ISSUER OR ANY OF ITS AFFILIATES OF ANY RIGHTS IN CONNECTION WITH THIS NOTE, AND NO ADVICE PROVIDED BY THE ISSUER OR ANY OF ITS AFFILIATES HAS FORMED A PRIMARY BASIS FOR ANY INVESTMENT DECISION BY OR ON BEHALF OF THE ACQUIRER OR TRANSFEREE IN CONNECTION WITH THIS NOTE AND THE TRANSACTIONS CONTEMPLATED WITH RESPECT TO THIS NOTE.

EACH HOLDER AND EACH BENEFICIAL OWNER OF THIS NOTE, BY ACQUIRING THIS NOTE OR ITS INTEREST IN THIS NOTE, AS THE CASE MAY BE, SHALL BE DEEMED TO HAVE AGREED TO TREAT, AND SHALL TREAT, THIS NOTE AS DEBT OF THE ISSUER FOR U.S. FEDERAL AND, TO THE EXTENT PERMITTED BY LAW, STATE AND LOCAL INCOME AND FRANCHISE TAX PURPOSES AND SHALL TAKE NO ACTION INCONSISTENT WITH SUCH TREATMENT UNLESS REQUIRED BY ANY RELEVANT TAXING AUTHORITY.

If applicable, the following legend shall also be included, substantially in the following form:

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. NOTEHOLDERS MAY OBTAIN INFORMATION REGARDING THE AMOUNT OF ANY OID, THE ISSUE PRICE, THE ISSUE DATE AND THE YIELD TO MATURITY RELATING TO THE NOTES BY CONTACTING THE DIRECTORS OF THE ISSUER AT 3RD FLOOR, KILMORE HOUSE, PARK LANE, SPENCER DOCK, DUBLIN 1, IRELAND, +353 (0)1 614 6240 OR IRELAND@TMF-GROUP.COM.

INDEPENDENT AUDITORS

The consolidated balance sheets of Virgin Media and its subsidiaries as of December 31, 2019 and 2018, and the related consolidated statements of operations, comprehensive loss, equity and cash flows for the years ended December 31, 2019, 2018 and 2017, included in the 2019 Annual Report, have been audited by KPMG LLP, 15 Canada Square, London E14 5GL, United Kingdom, as stated in their report thereon.

LISTING AND GENERAL INFORMATION

Clearing Systems

The Notes sold in offshore transactions in reliance on Regulation S under the Securities Act and represented by the Regulation S Global Note have been accepted for clearance through Euroclear and Clearstream. The Notes sold to persons that are both Qualified Institutional Buyers and Qualified Purchasers in reliance on Rule 144A under the Securities Act and represented by the Rule 144A Global Note have been accepted for clearance through Euroclear and Clearstream.

The Common Codes and ISIN for the Notes are as follows:

Rule 144A Global Note

Common Code:	218765149
ISIN:	XS2187651497

Regulation S Global Note

Common Code:	218764690
ISIN:	XS2187646901

Listing

Application will be made to Euronext Dublin for the approval of this document as Listing Particulars. Application will be made to Euronext Dublin for the Notes to be admitted to the Official List and trading on the Global Exchange Market which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**").

The listing of the Notes on Euronext Dublin's Global Exchange Market will be expressed in pound sterling. Transactions will normally be effected for settlement on the third business day after the day of the transaction.

Notice of any optional redemption or any change in the rate of interest payable on the Notes will be published by the Companies Announcement Office of Euronext Dublin.

The gross proceeds of the offering of the Notes are expected to be £500.0 million.

Listing Agent

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in relation to the Notes and is not itself seeking admission of the Notes to the Official List of Euronext Dublin or to trading on the Global Exchange Market of Euronext Dublin.

Legal Information Regarding the Issuer

The Issuer, Dolya Holdco 17 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes III Designated Activity Company), was incorporated in Ireland on April 9, 2020 with registered number 669525 pursuant to the Irish Companies Act 2014 (as amended). The registered office of the Issuer is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. The Issuer's telephone number is +353 1 6146240. The address of the Issuer's directors is 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

The authorized share capital of the Issuer is £101,000,000 divided into 1,000,000 ordinary shares of £1.00 each and 100,000,000 Class B, non-voting, non-dividend bearing shares of £1.00 each. The Issuer has issued 1 ordinary share (the "**Existing Share**"). On the Issue Date, in connection with the offering of the Notes, the Issuer will issue an amount of Class B, non-voting, non-dividend bearing shares of £1.00 each equal to the Minimum Issuer Capitalization Amount (the "**Issue Date Shares**", together with the Existing Share, the "**Shares**"), in connection with the offering of the Notes, which are, and will be, respectively, fully paid up and held by TMF Management (Ireland) Limited (the "**Share Trustee**"). The Share Trustee holds the Shares on trust

for certain charities and charitable institutions according to the terms of the Declaration of Trust executed by the Share Trustee.

The Notes are the obligations of the Issuer alone and not the Share Trustee.

The Issuer's financial year ends on December 31 of each year.

The Issuer's independent auditors are KPMG. Their address is 1 Stokes Place, St. Stephen's Green, Dublin 2, D02 DE03, Ireland. KPMG Ireland, an Irish partnership, is a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("**KPMG International**"), a Swiss entity. KPMG Ireland are chartered accountants and are members of the Chartered Accountants in Ireland (CAI) and are qualified to practice as independent auditors in Ireland.

There are no potential conflicts of interests between any duties to the Issuer of the members of the board of directors of the Issuer and their private interests.

Legal Information

Virgin Media Inc.

Virgin Media was incorporated on February 1, 2013 under the laws of the State of Delaware, United States of America. Virgin Media was reincorporated on December 20, 2013 under the laws of the State of Colorado, United States of America and is registered with the Colorado Secretary of State under number 20131724019. Its authorized share capital is $10.00 divided into 1,000 shares, par value $0.01 per share, 111 of which have been issued. The principal office of Virgin Media is at 1550 Wewatta Street, Suite 1000, Denver, Colorado 80202, USA.

VMIH

VMIH is a private limited company incorporated on March 15, 1996 under the laws of England and Wales, and is registered with the Registrar of Companies for England and Wales under number 03173552. The principal office of VMIH is 500 Brook Drive, Reading, RG2 6UU, United Kingdom. VMIH's telephone number is +44 1256 752000. VMIH is a wholly-owned indirect subsidiary of Virgin Media.

There has been no significant change in the financial or trading position of VMIH since March 31, 2020 and no material adverse change in the prospects of VMIH since March 31, 2020.

The Notes Trustee

The Notes provide for the Notes Trustee to take action on behalf of the Noteholders in certain circumstances, but only if the Notes Trustee is indemnified and/or secured to its satisfaction. It may not be possible for the Notes Trustee to take certain actions in relation to the Notes and accordingly in such circumstances, the Notes Trustee will be unable to take action, notwithstanding the provision of an indemnity or security to it, and it will be for the Noteholders to take action directly. If the Notes Trustee resigns or is removed, the Issuer will appoint a successor.

Consents and Authorizations

The Issuer has obtained all necessary consents, approvals and authorizations in connection with the issue and performance of the Notes and the Transaction Documents. The issue of the Notes, the creation of the security relating thereto and the entry into of the Transaction Documents and the other relevant documents to which it is a party was authorized by the resolutions of the Board of Directors of the Issuer passed on June 2, 2020.

VMIH has obtained all necessary consents, approvals and authorizations in connection with the entry into and performance of the Framework Assignment Agreement and the other Transaction Documents to which it is a party.

No Significant or Material Change

There has been no significant change in the financial or trading position of the Issuer since its incorporation on April 9, 2020 and no material adverse change in the financial position or prospects of the Issuer since its incorporation on April 9, 2020.

No Litigation

The Issuer is not involved, and has not been involved, in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had since the date of its incorporation a significant effect on the Issuer's financial position or profitability.

Accounts

Since the date of its incorporation, other than its audited opening statement of assets and liabilities and related notes included elsewhere in this Offering Circular, the Issuer has not commenced operations and has not produced accounts.

So long as any Note remains outstanding, copies of the most recent annual audited financial statements of the Issuer can be obtained at the specified offices of the Paying Agent during normal business hours, and may be provided by email to any requesting Noteholder, subject to the paying agent being provided with electronic copies of such documents. The first financial statements of the Issuer will be in respect of the period from incorporation to December 31, 2020. The annual accounts of the Issuer will be audited. The Issuer will not prepare interim financial statements.

The Trust Deed requires the Issuer to provide certification to the Notes Trustee on an annual basis and upon request that no Issuer Event of Default, Potential Event of Default (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")) or other breach of its obligations under the Trust Deed has occurred.

Documents Available

Copies of the following documents may be inspected in electronic format at the registered offices of the Issuer during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the term of the Notes:

(a) the Constitution of the Issuer;

(b) the Trust Deed;

(c) the Agency and Account Bank Agreement;

(d) the Framework Assignment Agreement;

(e) the Accounts Payable Management Services Agreement;

(f) the Corporate Administration Agreement;

(g) the New VM Financing Facility Agreement;

(h) the Expenses Agreement; and

(i) the Issue Date Arrangements Agreement.

Change of Control

Irish company law combined with the holding structure of the Issuer, covenants made by the Issuer in the Transaction Documents and the role of the Security Trustee are together intended to prevent any abuse of control of the Issuer. As far as the Issuer is aware, there are currently no arrangements in place which may at a subsequent date result in a change of control of the issuer.

Enforceability of Judgments

The Issuer is a designated activity company incorporated under the laws of Ireland. None of the Directors and officers of the Issuer are residents of the United States, and all or a substantial portion of the assets of the Issuer and such persons may be located outside of the United States at any time. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or such persons or to enforce against any of them in the United States courts judgments obtained in United States courts, including judgments predicated upon civil liability provisions of the securities laws of the United States or any State or territory within the United States.

As the relevant United States is not a party to a convention with Ireland in respect of the enforcement of judgments, common law rules apply in order to determine whether a judgment of the United States courts is enforceable in Ireland. A judgment of the United States courts will be enforced by the courts of Ireland if the following general requirements are met:

(a) the United States court must have had jurisdiction in relation to the particular defendant according to Irish conflict of law rules (the submission to jurisdiction by the defendant would satisfy this rule); and

(b) the judgment must be final and conclusive and the decree must be final and unalterable in the court which pronounces it. A judgment can be final and conclusive even if it is subject to appeal or even if an appeal is pending. Where, however, the effect of lodging an appeal under the applicable law is to stay execution of the judgment, it is possible that, in the meantime, the judgment should not be actionable in Ireland. It remains to be determined whether final judgment given in default of appearance is final and conclusive.

However, the Irish courts may refuse to enforce a judgment of the United States courts which meets the above requirements for one of the following reasons:

(a) if the judgment is not for a definite sum of money;

(b) if the judgment was obtained by fraud;

(c) the enforcement of the judgment in Ireland would be contrary to natural or constitutional justice;

(d) the judgment is contrary to Irish public policy or involves certain United States laws which will not be enforced in Ireland;

(e) jurisdiction cannot be obtained by the Irish courts over the judgment debtors in the enforcement proceedings by personal service in Ireland or outside Ireland under Order 11 of the Superior Courts Rules; or

(f) there is no practical benefit to the party in whose favour the foreign judgment is made in seeking to have that judgment enforced in Ireland.

Foreign Language

The language of the Offering Circular is English. Certain legislative references and technical terms have been cited in their original language in order that the correct meaning may be ascribed to them under applicable law.

Legal Matters

Certain legal matters in connection with this offering will be passed upon for Virgin Media and the Issuer by Ropes & Gray International LLP, London, England, as to matters of United States federal, New York law and English law, (in respect solely for Virgin Media) by Dorsey & Whitney (Europe) LLP, as to matters of Colorado law, and (in respect solely for the Issuer) by Arthur Cox, as to matters of the law of Ireland.

Certain legal matters in connection with this offering will be passed upon for the Initial Purchasers by Latham & Watkins (London) LLP, London, England, as to matters of United States federal, New York law and English law, and by A&L Goodbody as to matters of the law of Ireland.

GLOSSARY

"**3D**" means three-dimensional.

"**Analog**" comes from the word "analogous" which means "similar to" in telephone transmission, the signal being transmitted (voice, video or image) is "analogous" to the original signal.

"**ARPU**" means average monthly subscription revenue earned per average RGU.

"**B2B**" means business-to-business.

"**Bandwidth**" means the transmission capacity of a communication line or transmission link at any given time. The bandwidth is generally indicated in bits per second or amount of spectrum available in MHz.

"**Broadband**" means a signalling method that includes a relatively wide range of frequencies, which can be divided into channels or frequency "bins", and by which various data components are sent at the same time in order to increase the rate of transmission. The wider the bandwidth, the more information it can carry within a certain period of time.

"**Bundle/bundling**" means a marketing strategy that involves offering several products for sale as one combined product.

"**Digital**" means the use of a binary code to represent information in telecommunications recording and computing. Analog signals, such as voice or music, are encoded digitally by sampling the voice or music analog signals many times a second and assigning a number to each sample. Recording or transmitting information digitally has two major benefits: First, digital signals can be reproduced more precisely so digital transmission is "cleaner" than analog transmission and the electronic circuitry necessary to handle digital is becoming cheaper and more powerful; and second, digital signals require less transmission capacity than analog signals.

"**DOCSIS**" means Data Over Cable Service Interface Specification (DOCSIS), an international standard that defines the communications and operation support interface requirements for a data over cable system. It permits the addition of high-speed data transfer to an existing cable TV system. Cable companies use the DOCSIS standard to improve speeds they can offer. While the DOCSIS 2.0 standard allows regular speeds of up to 50 Mbps, the new DOCSIS 3.0 broadband technology allows speed levels of 100 Mbps and beyond.

"**DSL**" means Digital Subscriber Line, a generic name for a range of digital technologies relating to the transmission of internet and data signals from the telecommunications service provider's central office to the end customer's premises over the standard copper wire used for voice services.

"**DTT**" means digital terrestrial television which has signals over terrestrial antennas and other earthbound circuits without any use of satellite.

"**DVR**" means digital video recorder, a device that allows end users to digitally record television programming for later playback.

"**Free-to-air**" means the transmission of content for which television viewers are not required to pay a fee for receiving transmissions.

"**FTTC**" or "**Fiber-to-the-cabinet**" means network architecture that uses optical fiber to reach the end user's street or home in order to deliver broadband internet services.

"**HD**" means high definition television.

"**Headend**" means a master facility for receiving television signals for processing and distribution over a cable television system.

"**IP**" means Internet Protocol, or a protocol used for communicating data across a packet-switched network. It is used for transmitting data over the internet and other similar networks. The data is broken down into data packets, each data packet is assigned an individual address, then the data packets are transmitted independently and finally reassembled at the destination.

"**IPTV**" means Internet Protocol Television, or the transmission of television content using IP over a network infrastructure, such as a broadband connection.

"**LLU**" means local loop unbundling. The local loop is the physical link between the first demarcation point of the customer's premises and the delivery point into the network of the provider renting the local loop. The local loop is referred to as the "last mile".

"**LTE**" means long-term evolution.

"**Mbps**" means Megabits per second; a unit of data transfer rate equal to 1,000,000 bits per second. The bandwidths of broadband networks are often indicated in Mb/s.

"**MHz**" means Megahertz (or one million hertz) and is the basic measure of frequency and represents one million cycles per second.

"**MMDS**" means multichannel multipoint (microwave) distribution systems.

"**MNO**" means mobile network operator.

"**MVNO**" means mobile virtual network operator.

"**ODPS**" means On-Demand Programme Service.

"**OTT**" or "**over-the-top**" means over-the-top video content providers, which deliver television signals as a video stream on top of third parties' broadband internet access services.

"**PPV**" means pay-per-view.

"**RGUs**" means Revenue Generating Units.

"**SD**" means standard definition.

"**SIM**" means subscriber identification module.

"**SME**" means small and medium enterprises.

"**SMS**" means short message service.

"**SOHO**" means small office and home office.

"**SVOD**" means subscription digital cable-on-demand. "**TLCS**" means television licensable content service.

"**Triple play**" means the offering of digital television, broadband internet and telephony services packaged in a bundle.

"**VoD**" means Video-on-Demand, the transmission of digital video data on demand, by either streaming data or allowing data to be downloaded. The data is transmitted to the end customer via a broadband connection.

"**VoIP**" means voice over IP or the transmission of voice calls via Internet Protocol.

"**Wi-Max**" means Worldwide Interoperability for Microwave Access.

"**WMO**" means wholesale must offer.

ANNEX A: NEW VM FINANCING FACILITY AGREEMENT

Dated [●] June 2020

VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED

as Borrower

THE ENTITIES LISTED IN SCHEDULE 1

as Original Guarantors

and

VIRGIN MEDIA VENDOR FINANCING NOTES III DESIGNATED ACTIVITY COMPANY

as Lender

with

THE BANK OF NEW YORK MELLON, LONDON BRANCH

acting as Administrator

£[●]

FACILITIES AGREEMENT

ROPES & GRAY

CONTENTS

THIS AGREEMENT is dated [●] June 2020 and made **BETWEEN**:

(1) **VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED**, a private limited liability company incorporated under the laws of England and Wales with registration number 03173552 (the **Borrower**);

(2) **THE ENTITIES** listed in Schedule 1 (*The Original Guarantors*) as original guarantors (the **Original Guarantors**);

(3) **VIRGIN MEDIA VENDOR FINANCING NOTES III DESIGNATED ACTIVITY COMPANY**, a designated activity company incorporated under the laws of Ireland with registration number 669525 and whose registered office is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin I, Ireland as lender (the **Lender**); and

(4) **THE BANK OF NEW YORK MELLON, LONDON BRANCH,** acting as administrator for the Lender (the **Administrator**).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Accelerated Maturity Event has the meaning given to it in Condition 6(g).

Account Bank means The Bank of New York Mellon, London Branch.

Accounts Payable Management Services Agreement or **APMSA** means (i) the Existing APMSA, and (ii) following an SCF Platform Addition, the Existing APMSA and any accounts payable management services agreement (or equivalent) to be entered into between, *inter alios*, the Platform Provider and the Borrower as obligors' parent, in each case of (i) and (ii), as amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement), or otherwise modified from time to time.

Act means the Companies Act 2006.

Additional Guarantor means a company which becomes a Guarantor in accordance with Clause 18 (*Changes to the Obligors*).

Additional Notes means any further Vendor Financing Notes issued at any time after the Issue Date under and in accordance with the Notes Trust Deed.

Additional Notes Issue Date means the date of issuance of the relevant Additional Notes.

Affiliate has the meaning given to it in Schedule 7 (*Additional Definitions*).

Affiliate Subsidiary has the meaning specified in Clause 18.3 (*Affiliate Subsidiary*).

Agency and Account Bank Agreement has the meaning given to it in the Notes Trust Deed.

Applied Discount has the meaning given to it in the APMSA.

Approved Exchange Offer has the meaning given to it in Condition 1(a).

Approved Platform Receivable has the meaning given to it in the Notes Trust Deed.

Assigned Receivable means, at any time of determination, any VM Account Receivable in respect of which there has been an assignment of such VM Account Receivable from the Platform Provider to the Lender pursuant to the terms of the Framework Assignment Agreement and the relevant Assignment Framework Note.

Assignment Date means the date of a sale and assignment of any VM Account Receivable from the Platform Provider to the Lender.

Assignment Framework Note means an assignment framework note substantially in the form set out in Schedule 1 (*Form of Assignment Framework Note*) to the Original Framework Assignment Agreement, or any other notice under a Framework Assignment Agreement as agreed between the relevant parties.

Assignment Notice means an assignment notice substantially in the form set out in Schedule 2 (*Form of Assignment Notice*) to the Original Framework Assignment Agreement, or any other notice under a Framework Assignment Agreement as agreed between the relevant parties.

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Availability Period means:

(a) in relation to the Excess Cash Facility, the period from and including the date of this Agreement to and including the date falling one Business Day or such shorter period as may be agreed by the Borrower and the Lender prior to the Termination Date;

(b) in relation to the Interest Facility, the period from and including the date of this Agreement to and including the date falling one Business Day or such shorter period as may be agreed by the Borrower and the Lender prior to the Termination Date; and

(c) in relation to the Issue Date Facility, the period from and including the date of this Agreement to and including the date falling one Business Day or such shorter period as may be agreed by the Borrower and the Lender prior to the Termination Date.

Bank Levy means the bank levy which is imposed (i) under section 73 of, and schedule 19 to, the Finance Act 2011 (the **UK Bank Levy**), and (ii) any levy or Tax of an equivalent nature imposed in any jurisdiction in a similar context or for a similar reason to that in and/or for which the UK Bank Levy has been imposed by reference to the equity and liability of a financial institution or other person carrying out financial transactions.

Business Day means each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, The Netherlands, New York, the United States of America, Dublin, Ireland or London, England are authorised or required by law to close.

Certified Amount means, with respect to a Payment Obligation, the amount as specified in the Electronic Data File payable to the Relevant Recipient on the Confirmed Payment Date in an amount equal to the Outstanding Amount of such Payment Obligation on the date the relevant Electronic Data File is uploaded.

Change of Control has the meaning given to it in Schedule 7 (*Additional Definitions*).

Change of Control Acceptance has the meaning given to it in Clause 7.3 (*Change of Control Prepayment Offer*).

Change of Control Fee means the fee payable in accordance with Clause 11.4 (*Change of Control Fee*).

Change of Control Prepayment Date has the meaning given to it in Clause 7.3 (*Change of Control Prepayment Offer*).

Change of Control Prepayment Loan Amount has the meaning given to it in Clause 7.3 (*Change of Control Prepayment Offer*).

Change of Control Prepayment Offer has the meaning given to it in Clause 7.3 (*Change of Control Prepayment Offer*).

Code means the US Internal Revenue Code of 1986.

Collected Amount means, in relation to an Assigned Receivable, an amount received by the Platform Provider (acting as collection agent for the Lender under the Framework Assignment Agreement) from the relevant Receivables Obligor towards repayment of an amount equal to the Outstanding Amount relating to such Assigned Receivable.

Commitment means an Excess Cash Facility Commitment, an Interest Facility Commitment and/or an Issue Date Facility Commitment, as applicable.

Common Holding Company has the meaning specified in Clause 18.2 (*Permitted Affiliate Designation*).

Conditions has the meaning given to it in the Notes Trust Deed.

Confirmed Payment Date means, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the date (which cannot be changed) specified as such in the Electronic Data File when the Certified Amount is due and payable to the Relevant Recipient.

Constitutional Documents means in respect of any person, memorandum and articles of association, partnership agreement or other document pursuant to which it is incorporated or organised.

Coupon Payment Date means each January 15 and July 15 of each year commencing on January 15, 2021 or, if any such day is not a Business Day, on the next succeeding Business Day.

Credit Note means an amount to be deducted from a Receivable that has been the subject of an Upload and designated as "approved" by an Obligor which is posted by an Obligor (or Liberty Global Capital Limited on its behalf) as an entry in an Electronic Data File and has been allocated to an Approved Platform Receivable (and the corresponding Payment Obligation) or any other negative amount that may be deducted from such Approved Platform Receivable by an Obligor from time to time.

Default means an Event of Default or any event or circumstance specified in Clause 16 (*Events of Default*) which would (with the expiry of a grace period or the giving of notice) be an Event of Default.

Disputes has the meaning given to such term in Clause 31.1 (*Courts*).

Drawstop Event means the delivery of a Drawstop Notice by the Borrower to the Administrator (on behalf of the Lender) in accordance with Clause 8.5 (*Drawstop Notices*).

Drawstop Notice has the meaning given to it in Clause 8.5 (*Drawstop Notices*).

Electronic Data File means an electronic file substantially in the form set out in Schedule 3 to the Accounts Payable Management Services Agreement.

euro or **€** means the lawful currency of the Participating Member States.

Event of Default means any event or circumstance specified as such in Clause 16 (*Events of Default*).

Excess Cash Facility means the facility made available under this Agreement as described in Clause 2.1 (*The Excess Cash Facility*).

Excess Cash Facility Commitment means the aggregate of (i) £[●] and (ii) the amount of any other Excess Cash Facility Commitment assumed by the Lender in accordance with Clause 2.4 (*Increase*), in each case, to the extent not cancelled, reduced or assigned by it under this Agreement.

Excess Cash Loan means a loan made or to be made under the Excess Cash Facility or the principal amount outstanding for the time being of that loan.

Excess Requested Purchase Price Amounts means any excess Requested Purchase Price Amounts which have not been applied towards the purchase of new VM Accounts Receivable on the date falling four Business Days following receipt by the Lender (or the Administrator on behalf of the Lender) of the relevant Assignment Notice.

Excluded Buyer means Virgin Media Ireland Ltd., a private company limited by shares incorporated under the laws of Ireland with registered number 435668 whose registered office is at Building P2, Eastpoint Business Park, Clontarf, Dublin 3, Ireland as the "Excluded Buyer" pursuant to and in accordance with the Framework Assignment Agreement.

Existing APMSA means the amended and restated accounts payable management services agreement originally dated 20 September 2013 (and as most recently amended and restated on 15 May 2020) between, *inter alios*, the Platform Provider and the Borrower as obligors' parent.

Expenses Agreement means the expenses agreement entered into on the Issue Date between the Borrower and the Lender.

Facility means the Excess Cash Facility, the Interest Facility and/or the Issue Date Facility, as the context may require.

Facility Office means the office or offices through which the Lender will perform its obligations under this Agreement.

FATCA means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction.

Fee Letter means:

(a) any letter or letters between the Administrator and the Borrower or the Lender (as applicable) setting out any of the fees referred to in Clause 11 (*Fees*); and

(b) any agreement setting out fees payable to a Finance Party under any other Finance Document.

Final Available Amount means the sum of:

(a) all Collected Amounts in respect of the Assigned Receivables due to be repaid or prepaid to the Lender on or before the day that is two Business Days prior to the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions;

(b) any other amounts (including any accrued interest) due to be paid by the Platform Provider to the Lender pursuant to the Framework Assignment Agreement by the cut-off time specified in the Agency and Account Bank Agreement;

(c) the principal amount of, and interest due and payable to the Lender on, all of the Loans on the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions; and

(d) all other amounts standing to the credit of each of the Lender Interest Proceeds Account and the Lender Principal Proceeds Account (to the extent not included in the above).

Finance Document means this Agreement, any Obligor Accession Agreement, any Increase Confirmation, any Fee Letter, any Resignation Letter and any other document designated as a **Finance Document** by the Lender and the Borrower.

Finance Party means the Lender and the Administrator.

Framework Assignment Agreement means (i) the Original Framework Assignment Agreement, and (ii) following an SCF Platform Addition, the Original Framework Assignment Agreement and any receivables assignment agreement (or equivalent) to be entered into between, *inter alios*, the Lender, the Platform Provider and the Borrower, in each case of (i) and (ii), as may be amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement) or otherwise modified from time to time, and pursuant to which the Lender will purchase eligible VM Accounts Receivable from the Platform Provider. As used herein, the term "Framework Assignment Agreement" may also refer to, as the context may require, the Framework Assignment Agreement and the Assignment Framework Notes.

Group means the Borrower, any Permitted Affiliate Parent, any Affiliate Subsidiary and any Subsidiary of the Borrower or a Permitted Affiliate Parent from time to time, other than any Unrestricted Subsidiary as defined in Schedule 7 (*Additional Definitions*).

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 18 (*Changes to the Obligors*).

Holding Company has the meaning given to it in Schedule 7 (*Additional Definitions*).

Increase Confirmation means a confirmation substantially in the form set out in Schedule 8 (*Form of Increase Confirmation*).

Initial Excess Cash Facility Amount means as at the Issue Date, the amount, calculated by the Administrator, equal to £[●] *less* the Initial Requested Purchase Price Amount.

Initial Requested Purchase Price Amount means an amount equal to the Requested Purchase Price Amount specified in the first Assignment Notice delivered on or following the Issue Date pursuant to the Framework Assignment Agreement.

Interest Facility means the facility made available under this Agreement as described in Clause 2.2 (*Interest Facility*).

Interest Facility Commitment means the aggregate of (i) £0 on the date of this Agreement, (ii) the amount of any other Interest Facility Commitment assumed by the Lender in accordance with Clause 2.4 (*Increase*), in each case of (i) and (ii), to the extent not cancelled, reduced or assigned by it under this Agreement and (iii) the principal amount of any Interest Facility Loan required to be advanced from time to time by the Lender to the Borrower in excess of the aggregate of the amounts referred to in (i) and (ii) above in accordance with the terms of this Agreement.

Interest Facility Loan means a loan made or to be made under the Interest Facility or the principal amount outstanding for the time being of that loan.

Interest Payment Shortfall means, in respect of any Coupon Payment Date, the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account at 10 a.m. one Business Day prior to that Coupon Payment Date will be insufficient to pay the interest due and payable by the Lender on the Notes on that Coupon Payment Date.

Interest Period means each period determined in accordance with Clause 10 (*Interest Periods*).

Interest Proceeds means (i) the Premium earned by the Lender on Assigned Receivables, (ii) the interest earned by the Lender on Excess Cash Loans and the Issue Date Facility Loan, and (iii) the Retained Amount Interest.

Interest Rate means:

(a) in relation to the Excess Cash Facility, [●]% per annum;

(b) in relation to the Interest Facility, 0% per annum; and

(c) in relation to the Issue Date Facility, [●]% per annum.

Issue Date means [●] 2020.

Issue Date Arrangements Agreement means the agreement dated on the Issue Date among the Lender, the Borrower and TMF Management (Ireland) Limited as share trustee, existing shareholder and subscriber.

Issue Date Facility means the facility made available under this Agreement as described in Clause 2.3 (*Issue Date Facility*).

Issue Date Facility Commitment means the aggregate of (i) £[●] and (ii) the amount of any other Issue Date Facility Commitment assumed by the Lender in accordance with Clause 2.4 (*Increase*), in each case, to the extent not cancelled, reduced or assigned by it under this Agreement.

Issue Date Facility Loan means a loan made or to be made under the Issue Date Facility or the principal amount outstanding for the time being of that loan.

Legal Opinions means the legal opinions set out in Schedule 2 (*Conditions Precedent*) and any other legal opinion delivered under this Agreement.

Lender Interest Proceeds Account means the Interest Proceeds Account as defined in the Agency and Account Bank Agreement.

Lender Principal Proceeds Account means the Principal Proceeds Account as defined in the Agency and Account Bank Agreement.

Loan means an Excess Cash Loan, an Interest Facility Loan or the Issue Date Facility Loan.

Maturity Excess Payment means an amount, calculated by the Administrator, on the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions, equal to the positive difference, if any, between:

(a) the Final Available Amount, *less*

(b) the aggregate principal amount of the Notes to be repaid together with the amount of interest accrued and payable on the Notes on such final Coupon Payment Date.

Maturity Shortfall Payment means an amount, calculated by the Administrator, on the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions, equal to the positive difference, if any, between:

(a) the aggregate principal amount of the Notes to be repaid together with the amount of interest accrued and payable on the Notes on such final Coupon Payment Date, *less*

(b) the Final Available Amount.

Net Amount means, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the amount equal to the Certified Amount minus the Applied Discount, which Net Amount will be specified in the Electronic Data File in respect of such Approved Platform Receivable in accordance with the APMSA. Such Net Amount is intended to be equal to the original face value of the invoice owed to the Supplier less any Credit Notes which are to be applied.

New Maturity Date means the date that is one Business Day following the Change of Control Prepayment Date.

Notes means:

(a) the Vendor Financing Notes; and

(b) any Additional Notes.

Notes Acceleration Event means (i) the delivery by the Notes Trustee of a Note Acceleration Notice to the Lender or (ii) the occurrence of an Issuer Event of Default as described in Condition 10.

Note Acceleration Notice has the meaning given to it in Condition 10.

Notes Maturity Date means initially, July 15, 2028 and following an Accelerated Maturity Event, the New Maturity Date.

Notes Partial Redemption Date has the meaning given to it in paragraph (d) of Clause 7.2 (*Voluntary Prepayment*).

Notes Partial Redemption Shortfall Payment means, in respect of a voluntary partial redemption of the Notes in accordance with the Conditions, an amount, calculated by the Administrator, equal to the positive difference, if any, between (i) the amount of interest due on the Notes on the Notes Partial Redemption Date, *less* (ii) the aggregate of the amount of (x) Interest Facility Loans to be repaid to the Lender pursuant to paragraph (f) of Clause 6.1 (*Interest Facility*) in relation to that Notes Partial Redemption Date and (y) the amount standing to the credit of the Lender Interest Proceeds Account at 10 a.m. one Business Day prior to that Notes Partial Redemption Date.

Notes Trust Deed means the trust deed dated on the Issue Date in relation to the Notes, as amended, amended and restated, supplemented or otherwise modified from time to time.

Notes Trustee means BNY Mellon Corporate Trustee Services Limited.

Obligor Accession Agreement means a document substantially in the form set out in Schedule 3 (*Form of Obligor Accession Agreement*) and including any guarantee limitation language as is necessary or desirable in the relevant jurisdiction of the Additional Guarantor as determined by the Borrower (acting reasonably).

Obligors means the Borrower and the Guarantors and **Obligor** means any of them.

Obligors' Agent means the Borrower in its capacity as agent for each Obligor in relation to the Finance Documents pursuant to Clause 2.5 (*Obligors' Agent*).

Original Framework Assignment Agreement means the framework assignment agreement dated the Issue Date between, *inter alios*, the Lender, the Platform Provider and the Borrower.

Original Obligors means the Borrower and the Original Guarantors and **Original Obligor** means any of them.

Outstanding Amount means, with respect to a Payment Obligation, on the date of determination an amount equal to:

(a) the gross amount of the relevant Receivable in respect of which the Payment Obligation arose, *less*

(b) the sum of all Credit Notes allocated to the Receivable in respect of which that Payment Obligation arose pursuant to the terms of the APMSA; *plus*

(c) the Applied Discount.

Participating Member State means any member state of the European Union that at the relevant time has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

Party means a party to this Agreement.

Payment Obligation means an independent and primary obligation of the Borrower and each Subsidiary Obligor on a joint and several basis to pay to the Relevant Recipient the Certified Amount on the Confirmed Payment Date pursuant to the APMSA.

Permitted Affiliate Group Designation Date means any date on which the Administrator (on behalf of the Lender) provides confirmation to the Borrower that the conditions set out in Clause 18.2 (*Permitted Affiliate Designation*) are satisfied.

Permitted Affiliate Parent has the meaning specified in Clause 18.2 (*Permitted Affiliate Designation*).

Platform Provider means (i) initially, ING Bank N.V., in its capacity as provider and the administrator of the SCF Platform, together with its successors and permitted assigns; (ii) following an SCF Platform Addition, ING Bank N.V. (together with its successors and permitted assigns) and any additional provider and administrator of an additional SCF Platform approved or appointed by the Borrower or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns); and (iii) following an SCF Platform Replacement, the successor provider and administrator of the replacement SCF Platform approved or appointed by the Borrower or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns).

Platform Provider Processing Fee has the meaning given to that term in the Original Framework Assignment Agreement.

Premium means the premium earned by the Lender on Assigned Receivables, being equal to the difference between Outstanding Amounts collected upon maturity thereof and the Purchase Price Amounts at which such Assigned Receivables are initially purchased by the Lender, which will be deemed to accrue on the basis of a 360-day year.

Priorities of Payments has the meaning given to it in Condition 1(a).

Proceedings has the meaning given to such term in Clause 31.1 (*Courts*).

Purchase Price Amount means, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount of such VM Account Receivable *less* the Applied Discount (as used in the context of the Framework Assignment Agreement) calculated as at the relevant Assignment Date.

Receivable means an amount of money (which may include VAT, as applicable), payable by a Receivables Obligor to a Supplier as a result of an existing business relationship, evidenced by an invoice and includes all rights attaching thereto under the relevant contract to which such invoice relates.

Receivables Obligor means, with respect to each VM Account Receivable, any person (other than the Excluded Buyer) who owes a Payment Obligation in respect of such VM Account Receivable or any payment undertaking related to such VM Account Receivable to the Platform Provider or the Lender pursuant to the Framework Assignment Agreement or the APMSA, in any case, related to such VM Account Receivable, whether such obligation forms the whole or any part of such VM Account Receivable. On the Issue Date, the Receivables Obligors are the Original Guarantors.

Relevant Recipient means, with respect to a Payment Obligation:

(a) the Platform Provider; or

(b) following a transfer of the Payment Obligation from the Platform Provider to a Transferee (as defined in the Accounts Payable Management Services Agreement) or from one Transferee to another Transferee, the Transferee to whom the Payment Obligation has most recently been transferred.

Requested Purchase Price Amount means an amount requested by the Platform Provider in an Assignment Notice as consideration for the sale and assignment of the relevant VM Account Receivable.

Retained Amount means, collectively, Excess Requested Purchase Price Amounts and/or Retained Collected Amounts.

Retained Amount Interest means interest to be paid by the Platform Provider to the Lender on any Retained Amounts.

Retained Collected Amount means any Collected Amount which has not been paid to the Lender towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable.

SCF Platform means the electronic supply chain financing systems, managed by the Platform Provider and administered under the terms of the APMSA, to facilitate vendor financing provided by the Platform Provider and other participating funding providers, including the Lender, and made available to the Borrower and certain of its subsidiaries (including the Subsidiary Obligors), together with any additional system approved by the Borrower or a Subsidiary Obligor pursuant to an SCF Platform Addition and any replacement system approved by the Borrower or a Subsidiary Obligor pursuant to an SCF Platform Replacement.

SCF Platform Addition means the addition of another system established and administered by an additional Platform Provider to facilitate vendor financing made available to the Borrower and certain

of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by the Borrower or a Subsidiary Obligor.

SCF Platform Replacement means the replacement of the then-current SCF Platform with another system established and administered by a successor Platform Provider to facilitate vendor financing made available to the Borrower and certain of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by the Borrower or a Subsidiary Obligor.

SCF Transfer means, in respect of a Receivable that has been given the status "approved" by or on behalf of the relevant Receivables Obligor in an Electronic Data File posted to the SCF Platform, the transfer and/or acquisition, or deemed transfer and/or acquisition, of all rights, interests and benefit of such Receivable and any related rights from the relevant Supplier to or by the Platform Provider by way of assignment, subrogation or otherwise upon payment of the Net Amount for such Receivable by the Platform Provider to the relevant Supplier pursuant to the terms of the APMSA.

Sterling or **£** has the meaning given to it in Schedule 7 (*Additional Definitions*).

Subsidiary has the meaning given to it in Schedule 7 (*Additional Definitions*).

Subsidiary Obligors means Virgin Media Limited, a private limited company incorporated under the laws of England and Wales with registered number 02591237 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Mobile Telecoms Limited, a private limited company incorporated under the laws of England and Wales with registered number 03707664 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Media Senior Investments Limited, a private limited company incorporated under the laws of England and Wales with registered number 10362628 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; and any additional Buyer Subsidiary (as defined in the Accounts Payable Management Services Agreement) that accedes to the Accounts Payable Management Services Agreement in accordance with its terms, each in its capacity as a "Buyer Subsidiary" under the Accounts Payable Management Services Agreement, other than the Excluded Buyer.

Supplier means:

(a) the suppliers accepted by the Platform Provider and which are listed in Part A of Schedule 2 to the APMSA (as may be updated by the Platform Provider from time to time when any changes to the details set out therein occurs);

(b) any supplier proposed by the Borrower to the Platform Provider as a supplier and meeting the eligibility criteria set out in Part B of Schedule 2 to the APMSA; and

(c) following an SCF Platform Replacement or SCF Platform Addition, any supplier whose invoices are permitted to be settled under or pursuant to such replacement or additional SCF Platform.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Tax Event has the meaning given to it in Condition 1(a).

Termination Date means:

(a) in relation to the Excess Cash Facility, July 15, 2028 or if earlier, the date of repayment and cancellation in full of the Excess Cash Facility;

(b) in relation to the Interest Facility, July 15, 2028 or if earlier, the date of repayment and cancellation in full of the Interest Facility; and

(c) in relation to the Issue Date Facility, July 15, 2028 or if earlier, the date of repayment and cancellation in full of the Issue Date Facility.

Term Excess Arrangement Payment means, in respect of a Coupon Payment Date (other than the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions), an amount, calculated by the Administrator, equal to any balance of the Interest Facility Loans not repaid by the Borrower to the Lender in accordance with paragraph (a) of Clause 6.1 in relation to that Coupon Payment Date.

Term Shortfall Payment means, in respect of a Coupon Payment Date (other than the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions), an amount, calculated by the Administrator, equal to the positive difference, if any, between (i) the amount of interest due on the

Notes on that Coupon Payment Date, *less* (ii) the aggregate of the amount of (x) Interest Facility Loans to be repaid to the Lender pursuant to paragraph (a) of Clause 6.1 in relation to that Coupon Payment Date and, (y) the amount standing to the credit of the Lender Interest Proceeds Account at 10 a.m. one Business Day prior to that Coupon Payment Date.

Total Commitments means the aggregate of the Excess Cash Facility Commitments, the Interest Facility Commitments and the Issue Date Facility Commitments, as the same may be increased or reduced in accordance with the terms of this Agreement.

Transaction Documents has the meaning given to it in Condition 1(a).

United States or **US** means the United States of America.

Unpaid Sum means any sum due and payable by an Obligor under any Finance Document but unpaid.

Upload means the upload by a Receivables Obligor or Liberty Global Capital Limited on its behalf of an Electronic Data File containing details of a Receivable on to the SCF Platform.

Utilisation Date means the date on which a Loan is (or is requested to be) made.

VAT means:

(a) value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature imposed in compliance with the Council Directive 2006/112/EC on the common system of value added tax as implemented by a member state of the European Union; and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

Vendor Financing Notes means the £[●] [●]% vendor financing notes due 2028 issued by the Lender on the Issue Date, as issuer, under and in accordance with the Notes Trust Deed.

VM Account Receivable means, collectively, a Payment Obligation which has arisen under the Accounts Payable Management Services Agreement in favour of the Platform Provider and any Receivable relating thereto, solely to the extent that such Receivable has been acquired by the Platform Provider.

Weekly Excess Cash Repayment Amount means, on any date, the amount to be paid by the Lender to acquire VM Accounts Receivable on that date *less* the amounts expected to be in the Lender Principal Proceeds Account on that date.

1.2 Construction

(a) Unless a contrary indication appears, a reference in this Agreement to:

(i) the **Lender**, any **Obligor**, the **Administrator**, any **Finance Party**, any **Party**, or any other person shall be construed so as to include its and any subsequent successors in title, permitted assigns and permitted transferees;

(ii) a document in **agreed form** is a document which is previously agreed in writing by or on behalf of the Borrower and the Lender or, if not so agreed, is in the form specified by the Lender acting reasonably;

(iii) **assets** includes present and future properties, revenues and rights of every description;

(iv) **company** includes any body corporate;

(v) **determines** or **determined** means, save as otherwise provided herein, a determination made in the absolute discretion of the person making the determination;

(vi) a **Finance Document**, a **Transaction Document** or any other agreement or instrument is a reference to that Finance Document, Transaction Document or other agreement or instrument as amended, varied, supplemented or novated (however fundamentally) and shall include any confirmation thereof;

(vii) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

(viii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a **repayment** shall include a **prepayment** and references to **repay** or **prepay** shall be construed accordingly;

(x) the **administration** of a company shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company is incorporated, established or organised or any jurisdiction in which such company carries on business, including the seeking of liquidation, winding up, reorganisation, dissolution, administration, arrangement, adjustment, protection from creditors or relief of debtors; and

(xi) a time of day is, unless otherwise specified, a reference to London time.

(b) Section, Clause and Schedule headings are for ease of reference only.

(c) Unless expressly provided to the contrary, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(d) Any reference in this Agreement to a law, statute or a statutory provision shall, save where a contrary intention is specified, be construed as a reference to such law, statute or statutory provision as the same shall have been, or may be, amended or re enacted.

(e) A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been remedied or waived.

(f) A Drawstop Event is **continuing** if the relevant Drawstop Notice has not been withdrawn or revoked by the Borrower in accordance with Clause 8.5 (*Drawstop Notices*).

(g) No personal liability shall attach to any director, officer or employee of any member of the Group for any representation or statement made by that member of the Group in a certificate signed by such director, officer or employee.

1.3 Third party rights

(a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of this Agreement.

(b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

1.4 Arm's-length terms

The Lender and the Borrower each confirm that this Agreement has been entered into on arm's-length commercial terms.

1.5 Other defined terms

Any capitalised words and expressions used in this Agreement with respect to capitalised words and expressions used in Schedule 5 (*Covenants*) and Schedule 6 (*Events of Default*) shall bear the meanings ascribed to them in Schedule 7 (*Additional Definitions*) if not otherwise defined in this Clause 1. In the event of any conflict between the provisions of this Clause 1 and Schedule 7 (*Additional Definitions*), this Clause 1 will prevail.

2. THE FACILITIES

2.1 The Excess Cash Facility

Subject to the terms of this Agreement, the Lender makes available to the Borrower a Sterling denominated revolving credit facility in an aggregate amount equal to the Excess Cash Facility Commitment.

2.2 Interest Facility

Subject to the terms of this Agreement, the Lender makes available to the Borrower a Sterling denominated revolving credit facility in an aggregate amount equal to the Interest Facility Commitment.

2.3 Issue Date Facility

Subject to the terms of this Agreement, the Lender makes available to the Borrower a Sterling denominated term credit facility in an aggregate amount equal to the Issue Date Facility Commitment.

2.4 Increase

(a) At the time of any issuance of Additional Notes, the Lender, the Administrator and the Borrower shall, by executing an Increase Confirmation, increase the Commitments under the Excess Cash Facility, the Interest Facility and the Issue Date Facility by including new Commitments of the Lender as follows:

(i) the Interest Facility Commitment shall be increased by an amount to be agreed between the Administrator and the Borrower;

(ii) the Excess Cash Facility Commitment shall be increased by an amount, calculated by the Administrator, equal to the aggregate principal amount of the Additional Notes less the increase in the Interest Facility Commitment calculated in accordance with sub-paragraph (i) above; and

(iii) the Issue Date Facility Commitment shall be increased by an amount, calculated by the Administrator, equal to 1/300th of the aggregate principal amount of the Additional Notes.

(b) An increase in the Commitments relating to a Facility shall take effect on the later of (i) the Additional Notes Issue Date and (ii) the execution by the Borrower, the Administrator and the Lender of an Increase Confirmation.

(c) The Borrower may pay to the Lender a fee in the amount and at the times agreed between the Borrower and the Lender.

(d) The execution by the Borrower of an Increase Confirmation constitutes confirmation from each Guarantor that its obligations shall continue unaffected except that those obligations shall extend to the Total Commitments as increased by the addition of the new Commitments of the Lender and shall be owed to the Lender.

2.5 Obligors' Agent

(a) Each Obligor (other than the Borrower) by its execution of this Agreement or an Obligor Accession Agreement irrevocably appoints the Borrower to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:

(i) the Borrower on its behalf to supply all information concerning itself contemplated by this Agreement to the Administrator (on behalf of the Lender) and to give all notices and instructions, to execute on its behalf any Finance Document, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor and to enter into any agreement in connection with a Finance Document, in each case, notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and

(ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Borrower on its behalf,

and in each case the Obligor shall be bound as though the Obligor itself had supplied such information, given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication and each Finance Party may rely on any action purported to be taken by the Borrower on behalf of the Obligor.

(b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

3. PURPOSE

3.1 Purpose

(a) The Borrower shall apply all amounts borrowed by it under the Excess Cash Facility towards the general corporate and working capital purposes of the Group.

(b) The Borrower shall apply all amounts borrowed by it under the Interest Facility towards the general corporate and working capital purposes of the Group.

(c) The Borrower shall apply all amounts borrowed by it under the Issue Date Facility towards the general corporate and working capital purposes of the Group.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

(a) The Lender will only be obliged to comply with Clause 5 (*Utilisation*) in relation to any Loan if on or before the Utilisation Date for that Loan, the Administrator (on behalf of the Lender) has received (or waived receipt of) all of the documents and other evidence listed in Part 1 of Schedule 2 (*Conditions Precedent*) in a form that appears in the opinion of the Administrator (on behalf of the Lender) acting reasonably to comply with the requirements therein. The Administrator (on behalf of the Lender) shall notify the Borrower promptly upon being so satisfied.

(b) Other than to the extent that the Lender notifies the Administrator in writing to the contrary before the Administrator gives the notification described in paragraph (a) above, the Lender authorises (but does not require) the Administrator to give that notification. The Administrator shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2 Further conditions precedent

The Lender will only be obliged to comply with Clause 5 (*Utilisation*) if on the proposed Utilisation Date (i) no Drawstop Event has occurred and is continuing and (ii) no Notes Acceleration Event has occurred.

5. UTILISATION

5.1 Initial utilisations on the Issue Date

Subject to satisfaction of the conditions set out in Clause 4 (*Conditions of Utilisation*), the Lender shall lend and the Borrower shall borrow, by 4 p.m. on the Issue Date:

(a) in respect of the Excess Cash Facility, an amount in Sterling equal to the Initial Excess Cash Facility Amount; and

(b) in respect of the Issue Date Facility, an amount in Sterling equal to the Issue Date Facility Commitment (which all the Parties agree and acknowledge shall be made available on a cashless basis in accordance with the terms of the Issue Date Arrangements Agreement).

5.2 Further utilisations

Subject to satisfaction of the conditions set out in Clause 4 (*Conditions of Utilisation*), the Lender shall lend and the Borrower shall borrow:

(a) by 4 p.m. on each Business Day after the Issue Date and during the Availability Period for the relevant Facility:

(i) in respect of the Interest Facility, an amount in Sterling equal to the amount standing to the credit of the Lender Interest Proceeds Account on that Business Day excluding the aggregate amount of any withdrawals required but not yet completed on that Business Day (and, in connection with the redemption of all or part of the Notes, required on the following Business Day) (as calculated by

the Administrator in accordance with the Agency and Account Bank Agreement) (A) in connection with the payment of interest on the Notes on the upcoming Coupon Payment Date, (B) in connection with an Approved Exchange Offer on the date specified in the notice delivered by the Administrator in connection with such Approved Exchange Offer or (C) in connection with the relevant date for redemption of the Notes on a date which is not a Coupon Payment Date (provided that such amount is greater than zero); and

(ii) in respect of the Excess Cash Facility, an amount in Sterling equal to the amount standing to the credit of the Lender Principal Proceeds Account on that Business Day excluding the aggregate amount of any withdrawals required but not yet completed on that Business Day (and, in connection with the redemption of all or part of the Notes, required on the following Business Day) (as calculated by the Administrator in accordance with the Agency and Account Bank Agreement) (A) in connection with the purchase of VM Accounts Receivable pursuant to the Framework Assignment Agreement on that Business Day, (B) in connection with an Approved Exchange Offer on the date specified in the notice delivered by the Administrator in connection with such Approved Exchange Offer or (C) in connection with the redemption of all or part of the Notes on the Notes Maturity Date or the relevant date of early redemption of the Notes (provided that such amount is greater than zero and other than an amount equal the Initial Requested Purchase Price Amount for the period commencing on the Issue Date and ending on the earlier of the date falling 5 Business Days following the Issue Date and the date on which an amount equal to the Initial Requested Purchase Price Amount is applied to purchase VM Accounts Receivable pursuant to the Framework Assignment Agreement);

(b) in respect of the Interest Facility, on any Business Day on which any Excess Cash Loans are repaid in accordance with paragraph (a) of Clause 6.2 (*Excess Cash Loans*) during the Availability Period in respect of the Interest Facility, on a cashless basis, an amount in Sterling equal to the accrued interest deemed paid by the Borrower to the Lender on the amount of such Excess Cash Loans in accordance with paragraph (b) of Clause 8.2 (*Other amounts*); and

(c) in respect of the Issue Date Facility, on any day on which the Issue Date Facility Commitment is increased in accordance with paragraphs (a)(iii) and (b) of Clause 2.4 (*Increase*) during the Availability Period in respect of the Issue Date Facility (or, if such day is not a Business Day, the immediately following Business Day), an amount in Sterling, calculated by the Administrator, equal to the aggregate principal amount of the relevant increase in the Issue Date Facility Commitment.

5.3 Limitation on utilisations

(a) In no event shall the aggregate principal amount outstanding under the Interest Facility exceed the Interest Facility Commitment.

(b) In no event shall the aggregate principal amount outstanding under the Excess Cash Facility exceed the Excess Cash Facility Commitment.

(c) In no event shall the aggregate principal amount outstanding under the Issue Date Facility exceed the Issue Date Facility Commitment.

6. REPAYMENT

6.1 Interest Facility

The Interest Facility Loans shall be repaid by the Borrower as follows (and the Administrator may apply the proceeds of such repayment to repay any Interest Facility Loan or Interest Facility Loans selected by it in its sole discretion):

(a) following receipt of notice from the Administrator, by 10 a.m. six Business Days (or such shorter period as the Borrower may agree) prior to a Coupon Payment Date, stating that the amount standing to the credit of the Lender Interest Proceeds Account will be insufficient to pay the interest due and payable by the Lender on the Notes on that Coupon Payment Date, the amount equal to the lesser of (i) the amount specified in such notice as the Interest Payment Shortfall, and (ii) the total amount of Interest Facility Loans outstanding at 10 a.m. one Business Day prior to that Coupon Payment Date (each as calculated by the Administrator in accordance with the terms of the Agency and Account Bank Agreement) shall be repaid to the Lender by 10 a.m. one Business Day before that Coupon Payment Date;

(b) Interest Facility Loans in an amount equal to the Term Excess Arrangement Payment (provided that such amount is greater than zero) shall be repaid on a cashless basis on each Coupon Payment Date (other than the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions);

(c) Interest Facility Loans in an amount (as calculated by the Administrator) equal to the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account will be insufficient to pay the interest due and payable by the Lender on the Notes on any date for redemption of the Notes that is not a Coupon Payment Date shall be repaid to the Lender by 10 a.m. one Business Day before that redemption date;

(d) following receipt of not less than five Business Days (or such shorter period as the Borrower may agree) prior notice from the Administrator stating that the Lender requires cash in connection with an Approved Exchange Offer, the amount specified in such notice for such purpose (as calculated by the Administrator in accordance with Condition 6(k)(ii)(B)) shall be repaid to the Lender by 10 a.m. on the date specified in such notice;

(e) any outstanding Interest Facility Loans shall be repaid in full to the Lender by 10 a.m. one Business Day before the earlier of (i) the Termination Date in respect of the Interest Facility and (ii) any date for redemption of all of the Notes in full; and

(f) Interest Facility Loans in a principal amount equal to the lesser of (i) the amount of interest due to be paid on the Notes in connection with any voluntary partial redemption of the Notes *less* the amount standing to the credit of the Lender Interest Proceeds Account at 10 a.m. one Business Day prior to the relevant Notes Partial Redemption Date and (ii) the principal amount of the Interest Facility Loans at 10 a.m. one Business Day prior to the relevant Notes Partial Redemption Date, shall be repaid to the Lender by 10 a.m. one Business Day before the relevant Notes Partial Redemption Date.

6.2 Excess Cash Loans

The Excess Cash Loans shall be repaid by the Borrower as follows (and the Administrator may apply the proceeds of such repayment to repay any Excess Cash Loan or Excess Cash Loans selected by it in its sole discretion):

(a) following receipt of notice from the Administrator stating that the Lender requires cash from the Borrower in order to purchase VM Accounts Receivable pursuant to the Framework Assignment Agreement by 5 p.m. five Business Days prior to the date for purchase of such VM Accounts Receivable (or such shorter period as the Borrower may agree), the amount specified in such notice as the Weekly Excess Cash Repayment Amount (as calculated by the Administrator in accordance with the terms of the Agency and Account Bank Agreement) shall be repaid to the Lender by 10 a.m. on the date specified for the purchase of such VM Accounts Receivable;

(b) following receipt of not less than five Business Days (or such shorter period as the Borrower may agree) prior notice from the Administrator stating that the Lender requires cash from the Borrower in order to fund any principal amount required on any date for redemption of all or part of the Notes, the amount specified in such notice for such purposes (as calculated by the Administrator) shall be repaid to the Lender by 10 a.m. one Business Day before the date that such amounts fall due under the Notes;

(c) following receipt of not less than five Business Days (or such shorter period as the Borrower may agree) prior notice from the Administrator stating that the Lender requires cash in connection with an Approved Exchange Offer, the amount specified in such notice for such purpose (as calculated by the Administrator in accordance with Condition 6(k)(ii)(C)) shall be repaid to the Lender by 10 a.m. on the date specified in such notice;

(d) any outstanding Excess Cash Loans shall be repaid in full to the Lender by 10 a.m. one Business Day before the earlier of (i) the Termination Date in respect of the Excess Cash Facility and (ii) any date for redemption of all of the Notes in full; and

(e) Excess Cash Loans in a principal amount equal to the principal amount of any voluntary partial redemption of the Notes shall be repaid to the Lender by 10 a.m. one Business Day before the relevant Notes Partial Redemption Date.

6.3 Issue Date Facility

The Borrower shall repay the outstanding Issue Date Facility Loans in full to the Lender on or before the Termination Date in respect of the Issue Date Facility.

7. ILLEGALITY, VOLUNTARY PREPAYMENT, CHANGE OF CONTROL PREPAYMENT OFFER AND CANCELLATION

7.1 Illegality

If at any time it becomes unlawful in any applicable jurisdiction for the Lender to perform any of its obligations as contemplated by this Agreement or to make, fund, issue or maintain its participation in any Loan:

(a) upon the Administrator (on behalf of the Lender) promptly notifying the Borrower, the Commitments of the Lender will be immediately cancelled;

(b) upon the Administrator (on behalf of the Lender) notifying the Borrower, the Borrower shall prepay the Loans (together with accrued interest on and all other amounts owing to the Lender under the Finance Documents) on the last day of the Interest Period for each Loan occurring after the Administrator (on behalf of the Lender) has notified the Borrower or, if earlier, the date specified by the Administrator (on behalf of the Lender) in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law); and

(c) upon the Administrator (on behalf of the Lender) notifying the Borrower, the Borrower shall procure that any and all Assigned Receivables are repaid or prepaid by the Receivables Obligors on or prior to the date of such prepayment of the Loans, or to the extent any Assigned Receivables will not be repaid or prepaid by the Receivables Obligors prior to the date of such prepayment of the Loans (the **Remaining Assigned Receivables**), the Borrower shall, and shall procure that the relevant Receivables Obligors shall, take all actions to assist the Lender in assigning or agreeing to assign its right, title and interest in the Remaining Assigned Receivables (the **Redemption Block Assignment**) to any person (which, for the avoidance of doubt, can be a special purpose vehicle) such that the Lender shall receive payment for the Redemption Block Assignment of the Remaining Assigned Receivables prior to the date of such prepayment of the Loans.

7.2 Voluntary prepayment

(a) Following receipt of notice from the Lender that a Tax Event has occurred or will occur, the Borrower may, if it gives the Administrator (on behalf of the Lender) not less than 3 Business Days' (or such shorter period as the Administrator (on behalf of the Lender) may agree) prior notice, prepay all of the Loans and cancel all of the Commitments of the Lender; *provided that*, the Borrower shall procure that any and all Assigned Receivables are repaid or prepaid by the Receivables Obligors on or prior to the date of such prepayment, or to the extent that there will be any Remaining Assigned Receivables prior to the date of such prepayment, the Borrower shall, and shall procure that the relevant Receivables Obligors shall, take all actions to assist the Lender in completing or agreeing to complete a Redemption Block Assignment to any person (which, for the avoidance of doubt, can be a special purpose vehicle) such that the Lender shall receive payment for the Redemption Block Assignment prior to the date of such prepayment.

(b) The Borrower may, if it gives the Administrator (on behalf of the Lender) not less than 3 Business Days' (or such shorter period as the Administrator (on behalf of the Lender) may agree) prior notice, prepay all of the Loans and cancel all of the Commitments of the Lender; *provided that*, the Borrower shall procure that any and all Assigned Receivables are repaid or prepaid by the Receivables Obligors on or prior to the date of such prepayment, or to the extent there will be any Remaining Assigned Receivables prior to the date of such prepayment, the Borrower shall and shall procure that the relevant Receivables Obligors shall, take all actions to assist the Lender in completing or agreeing to complete a Redemption Block Assignment to any person (which, for the avoidance of doubt, can be a special purpose vehicle) such that the Lender shall receive payment for the Redemption Block Assignment prior to the date of such prepayment.

(c) For so long as a Drawstop Event has occurred and is continuing, the Borrower may, if it gives the Administrator (on behalf of the Lender) not less than 3 Business Days' (or such shorter period as the Administrator (on behalf of the Lender) may agree) prior notice (which notice, at the Borrower's option, may be included in the relevant Drawstop Notice), prepay all or part of the Interest Facility Loans and/or Excess Cash Loans; *provided that*, such prepayment shall not result in the cancellation of all or part of the Commitments of the Lender hereunder.

(d) The Borrower may, if it gives the Administrator (on behalf of the Lender) not less than 3 Business Days' (or such shorter period as the Administrator (on behalf of the Lender) may agree) prior notice,

give notice of the date for a voluntary prepayment of all or part of the Excess Cash Loans and cancellation of the Commitments of the Lender in an equal amount of such prepayment in accordance with paragraph (e) of Clause 6.2 (*Excess Cash Loans*) and prepay Interest Facility Loans in accordance with paragraph (f) of Clause 6.1 (*Interest Facility*), in each case, in respect of a partial redemption of Notes on the next Business Day (the **Notes Partial Redemption Date**).

7.3 Change of Control Prepayment Offer

(a) Within 30 days of a Change of Control (or prior to a Change of Control in anticipation thereof), the Borrower shall:

(i) promptly notify the Lender that a Change of Control has occurred or will occur; and

(ii) offer (a **Change of Control Prepayment Offer**) by notice to the Administrator (on behalf of the Lender) to cancel the Commitments of the Lender and prepay all of the Loans outstanding at par (the **Change of Control Prepayment Loan Amount**), plus accrued and unpaid interest and any additional amounts (if any) thereon. Such Change of Control Prepayment Offer shall specify that the date of prepayment (the **Change of Control Prepayment Date**) shall occur at a fixed number of days (which shall be no less than 30 days and no more than 359 days) following the Lender's notification to the Borrower of a Change of Control Acceptance (as defined below).

(b) Within 15 days following its receipt of a Change of Control Prepayment Offer, the Lender shall, pursuant to the procedures set forth in the Notes Trust Deed and the Conditions, notify the holders of the Notes of such Change of Control and launch a Maturity Consent Solicitation (as defined in the Notes Trust Deed).

(c) Within 45 days following its receipt of the Change of Control Prepayment Offer, the Lender shall notify the Borrower of its acceptance (a **Change of Control Acceptance**) or rejection of such Change of Control Prepayment Offer, following direction from the holders of the Notes in accordance with the terms of the Notes Trust Deed and the Conditions.

(d) Following a Change of Control Acceptance:

(i) on the Change of Control Prepayment Date, the Commitments of the Lender will immediately be cancelled;

(ii) on the Change of Control Prepayment Date, the Borrower shall repay the Loans (together with accrued and unpaid interest thereon and all other amounts owing to the Lender under the Finance Documents, including additional amounts (if any) and the Change of Control Fee); and

(iii) the Borrower shall procure that any and all Assigned Receivables are repaid or prepaid by the Receivables Obligors on or prior to the Change of Control Prepayment Date.

7.4 Automatic Cancellation

The unutilised amount of a Facility shall be automatically cancelled on the earlier of:

(a) the end of its Availability Period; and

(b) the redemption of all of the Notes in full.

8. RESTRICTIONS

8.1 Notices of Prepayment

Any notice of prepayment given by any Party under Clause 7 (*Illegality, Voluntary Prepayment, Change of Control Prepayment Offer and Cancellation*) shall be irrevocable (but may be conditional and not irrevocable) and, unless expressly provided to the contrary in this Agreement, shall specify the date or dates upon which the relevant prepayment is to be made.

8.2 Other amounts

(a) Subject to paragraph (b) below, any repayment or prepayment under this Agreement shall be made together with accrued interest on the amount repaid or prepaid and, unless expressly provided for in this Agreement or any Transaction Document, without premium or penalty.

(b) In respect of any repayment of Excess Cash Loans in accordance with paragraph (a) of Clause 6.2 (*Excess Cash Loans)*, the accrued interest on the amount repaid shall be deemed to have been paid to the Lender by the Borrower on a cashless basis on the date of such repayment by way of an Interest Facility Loan in accordance with paragraph (b) of Clause 5.2 (*Further utilisations*).

8.3 Reborrowing of Facilities

Any voluntary prepayment of a Loan under paragraph (c) of Clause 7.2 (*Voluntary prepayment*) and any repayment of a Loan under paragraphs (a) or (b) of Clause 6.1 (*Interest Facility*) or paragraph (a) of Clause 6.2 (*Excess Cash Loans*) may be re-borrowed on the terms of this Agreement.

8.4 Prepayment in accordance with Agreement

The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

8.5 Drawstop Notices

The Borrower may provide the Administrator (on behalf of the Lender) with a revocable notice (a **Drawstop Notice**) that the Borrower wishes to disapply Clause 5.2 (*Further Utilisations*) with immediate effect from the date of such Drawstop Notice, until such time as the Borrower notifies the Administrator (on behalf of the Lender) that it has withdrawn or revoked such Drawstop Notice.

8.6 No reinstatement of Commitments

Subject to Clause 2.4 (*Increase*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

8.7 Administrator's receipt of notices

If the Administrator receives a notice under Clause 7 (*Illegality, Voluntary Prepayment, Change of Control Prepayment Offer and Cancellation*) or Clause 8.5 (*Drawstop Notices*), it shall promptly forward a copy of that notice to either the Borrower or the Lender, as appropriate.

9. INTEREST

9.1 Calculation of interest

The rate of interest on each Loan under any Facility for each Interest Period is the Interest Rate applicable to that Facility.

9.2 Payment of interest

The Borrower to which a Loan has been made shall pay accrued interest on that Loan by 10 a.m. one Business Day before the last day of each Interest Period together with the interest that will accrue on that Loan to the last day of that Interest Period.

10. INTEREST PERIODS

10.1 Selection of Interest Periods

(a) Subject to paragraph (b) below, the initial Interest Period for a Loan shall be the period commencing on the Utilisation Date for that Loan and ending on the next Coupon Payment Date, and each successive Interest Period for that Loan shall commence on a Coupon Payment Date and end on the next successive Coupon Payment Date.

(b) An Interest Period for a Loan shall not extend beyond the Termination Date.

11. FEES

11.1 Administrator fee

The Lender shall pay to the Administrator (for its own account) an administrator fee in the amount and at the times agreed in a letter between the Administrator and the Lender dated on or before the first Utilisation Date (as may be amended, amended and restated or replaced from time to time by a letter between the Lender and the Administrator).

11.2 Facility Fees

(a) The Borrower shall pay to the Lender, in accordance with the Agency and Account Bank Agreement and one Business Day before each Coupon Payment Date (other than the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions), the Term Shortfall Payment applicable to that Coupon Payment Date, if any. For the avoidance of doubt, the Borrower shall remain obliged to pay the applicable Term Shortfall Payment notwithstanding the occurrence of a Drawstop Event which is continuing.

(b) The Lender shall pay to the Borrower, in accordance with the Agency and Account Bank Agreement and one Business Day before each Coupon Payment Date (other than the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions), the Term Excess Arrangement Payment applicable to that Coupon Payment Date, if any, provided that no Notes Acceleration Event has occurred. The Term Excess Arrangement Payment applicable to that Coupon Payment Date, if any, shall constitute a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) under this Agreement (or to the extent that the Term Excess Arrangement Payment amount exceeds the amount of interest and fees previously paid under this Agreement, shall constitute an advance rebate of interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) to be paid under this Agreement) and be paid by the Lender on a cashless basis following the prepayment of the Interest Facility Loans in accordance with paragraph (b) of Clause 6.1 (*Interest Facility*).

(c) The Borrower shall pay to the Lender, in accordance with the Agency and Account Bank Agreement and one Business Day before the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions, the Maturity Shortfall Payment, if any.

(d) The Lender shall pay to the Borrower, on the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions, the Maturity Excess Payment (which shall constitute a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) under this Agreement), if any, provided that such payment will only be made after all amounts due and payable to noteholders in respect of the Notes have been settled.

(e) The Borrower shall pay to the Lender, in accordance with the Agency and Account Bank Agreement and one Business Day before a Notes Partial Redemption Date, the Notes Partial Redemption Shortfall Payment, if any.

11.3 Upfront Fee

The Borrower shall pay to the Lender on the Issue Date a fee (representing (among other things) the aggregate fee payable to the initial purchasers party to the subscription agreement dated [●] entered into in connection with the issuance of the Notes) (the **Upfront Fee**). The Lender and the Borrower agree that the Borrower's obligation to pay the Upfront Fee to the Lender shall be set off against the Lender's obligation to lend the Initial Excess Cash Facility Amount in accordance with paragraph (b) of Clause 5.1 (*Initial Utilisations on the Issue Date*).

11.4 Change of Control Fee

Following a Change of Control Acceptance, the Borrower shall pay to the Lender on the Change of Control Prepayment Date a fee in an amount equal to 1.0 per cent. of the amount equal to the difference between (i) the Change of Control Prepayment Loan Amount, *less* (ii) the Issue Date Facility Loan prepaid pursuant to Clause 7.3 (*Change of Control Prepayment Offer*).

12. TAX GROSS UP AND INDEMNITIES

12.1 Definitions

In this Agreement:

Protected Party means the Lender if it is or will be, for or on account of Tax, subject to any liability or required to make any payment in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Tax Credit means a credit against, relief or remission for, or repayment of any Tax.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than:

(a) a FATCA Deduction; or

(b) a deduction or withholding for or on account of any Bank Levy (or otherwise attributable to, or arising as a consequence of, a Bank Levy).

Tax Payment means an increased payment made by an Obligor to a Finance Party under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.4 (*Tax Indemnity*).

Treaty Lender means the Lender if it is (on the date a payment falls due), entitled to that payment under a double taxation agreement in force on the date (subject to the completion of any necessary procedural formalities) without a Tax Deduction.

In this Clause 12, a reference to determines or determined means a determination made in the absolute discretion of the person making the determination acting reasonably and in good faith.

12.2 Tax gross-up

(a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) The Borrower shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Administrator (on behalf of the Lender) accordingly.

(c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Administrator (on behalf of the relevant Finance Party) evidence reasonably satisfactory to the Administrator (on behalf of the relevant Finance Party) that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

(f) A Treaty Lender and each Obligor which makes a payment to which that Treaty Lender is entitled shall co-operate and use its reasonable efforts to complete any procedural formalities and provide any information, in each case on a timely basis, necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction (or with a reduced rate of such Tax Deduction).

(g) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction. If a FATCA Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any FATCA Deduction) leaves an amount equal to the payment which would have been due if no FATCA Deduction had been required.

(h) If an Obligor is required to make a FATCA Deduction, that Obligor shall make that FATCA Deduction and any payment required in connection with that FATCA Deduction within the time allowed and in the minimum amount required by law.

(i) Within 30 days of making either a FATCA Deduction or any payment required in connection with that FATCA Deduction, the Obligor making that FATCA Deduction shall deliver to the Administrator (on behalf of the Lender) evidence reasonably satisfactory to the Administrator (on behalf of the Lender) that the FATCA Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.3 Lender Tax Status

(a) Notwithstanding any other provision of this Clause 12 (*Tax Gross-up and Indemnities*):

(i) if the Lender is entitled to an exemption from or reduction of withholding tax with respect to payments made by the Borrower under any Finance Document, the Lender shall deliver to the

Borrower and the Administrator, at the time or times reasonably requested by the Borrower or the Administrator (and promptly after the occurrence of a change in the Lender's circumstance requiring a change in the most recent documentation previously delivered), such properly completed and executed documentation reasonably requested by the Borrower or the Administrator as will permit such payments to be made without withholding or at a reduced rate of withholding; and

(ii) if reasonably requested by the Borrower or the Administrator, the Lender shall deliver such other documentation prescribed by an applicable requirement of law or reasonably requested by the Borrower or the Administrator as will enable the Borrower or the Administrator to determine whether or not the Lender is subject to withholding or information reporting requirements. In the event that the Lender fails to comply with the foregoing requirement, the Borrower shall be permitted to withhold and retain an amount in respect of the applicable withholding tax estimated in good faith by the Borrower to be required to be withheld in respect of interest payable to the Lender. The Borrower is not required to make a Tax Payment to the Lender under this Agreement to the extent such Taxes are attributable to a failure by the Lender to provide the documentation required to be delivered pursuant to paragraph (i) of this Clause 12.3(a).

(b) The Lender shall confirm whether it is a FATCA Exempt Party and shall provide any documentation, forms and other information relating to its status under FATCA reasonably requested by the Administrator or the Borrower sufficient for the Administrator or the Borrower to comply with their obligations under FATCA and to determine whether the Lender has complied with such applicable reporting requirements.

12.4 Tax indemnity

(a) Subject to paragraph (b) below, the Borrower shall (within ten Business Days of demand by the Administrator (on behalf of the Lender or itself)) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party reasonably determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party. The Protected Party shall within five Business Days' of request by the Borrower provide to the Borrower reasonable written details explaining the loss, liability or cost and the calculation of the amount claimed by the Protected Party.

(b) Paragraph (a) above shall not apply with respect to any Tax assessed on the Lender:

(i) under the law of the jurisdiction in which the Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Lender is treated as resident for tax purposes; or

(ii) under the law of the jurisdiction in which the Lender's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income or net profits received or receivable (but not any sum deemed to be received or receivable) by the Lender.

(c) A Protected Party making, or intending to make a claim pursuant to paragraph (a) above shall promptly notify the Administrator (on behalf of the Lender) of the event which will give, or has given, rise to the claim, including details of the nature of the Tax due or paid by that Protected Party, following which the Administrator (on behalf of the Lender) shall promptly provide such information to the Borrower.

(d) A Protected Party shall, on receiving a payment from an Obligor under this Clause 12.4, notify the Administrator (on behalf of the Lender).

12.5 Tax Credit

(a) If the Borrower makes a Tax Payment and the relevant Finance Party determines that:

(i) a Tax Credit is attributable to that Tax Payment; and

(ii) that Finance Party has obtained, utilised and retained that Tax Credit,

the Finance Party shall pay an amount to the Borrower which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been made by the Borrower.

(b) No provision of this Agreement shall:

(i) interfere with the right of any Finance Party to arrange its tax or any other affairs in whatever manner it thinks fit or oblige any Finance Party to claim any credit, relief, remission or repayment

in respect of any payment of Tax in priority to any other credit, relief, remission or repayment available to it, except that the Finance Party's sole reason (acting in good faith) for not claiming or for deferring such credit, relief, remission or repayment shall not be its obligation to make a payment under this Clause 12.5; or

(ii) oblige any Finance Party to disclose any information relating to its Tax or other affairs or any computations in respect thereof.

12.6 Value added tax

(a) All consideration expressed to be payable under a Finance Document by any Party to a Finance Party shall be deemed to be exclusive of any VAT and no Party shall exercise any potential option for waiving a VAT exemption. Subject to paragraph (b), if VAT is chargeable on any supply made by a Finance Party to any Party in connection with a Finance Document, that Party shall pay to the Finance Party (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT, unless the VAT charge is caused by the Finance Party's option to waive a VAT exemption, and in either case concurrently against the issue of an appropriate invoice.

(b) If VAT is or becomes chargeable on any supply made by any Finance Party (the **VAT Supplier**) to any other Finance Party (the **Recipient**) in connection with a Finance Document, and any Party other than the Recipient (the **Subject Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for such supply to the VAT Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration), (i) if the VAT Supplier is required to account to the relevant tax authority for the VAT, the Subject Party must also pay to the VAT Supplier and, (ii) if the Recipient is required to account to the relevant tax authority for the VAT the Subject Party must pay to the Recipient, (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT. Where paragraph (i) applies, the Recipient must promptly pay to the Subject Party an amount equal to any credit or repayment obtained by the Recipient from the relevant tax authority which the Recipient reasonably determines is in respect of the VAT chargeable on that supply. Where paragraph (ii) applies, the Subject Party must only pay to the Recipient an amount equal to the amount of such VAT to the extent that the Recipient reasonably determines that it is not entitled to a credit or repayment from the relevant tax authority in respect of that VAT.

(c) Where a Finance Document requires any Party to reimburse a Finance Party for any costs or expenses, that Party shall also at the same time pay and indemnify the Finance Party for the full amount of such costs and expenses including such costs that represent VAT incurred by the Finance Party in respect of the costs or expenses to the extent that the Finance Party reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of the VAT.

(d) Any reference in this Clause 12.6 to any Party shall, at any time when such Party is treated as a member of a group including but not limited to any fiscal unities for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the relevant legislation of any jurisdiction having implemented Council Directive 2006/112/EC on the common system of value added tax).

(e) If VAT is chargeable on any supply made by a Finance Party to any Party under a Finance Document and if reasonably requested by such Finance Party, that Party must give the Finance Party details of its VAT registration number and any other information as is reasonably requested in connection with the Finance Party's reporting requirements for the supply and at such time that the Finance Party may reasonably request it.

(f) Where the Borrower is required to make a payment under paragraph (b) above, such amount shall not become due until the Borrower has received a formal invoice detailing the amount to be paid.

13. MITIGATION BY THE LENDER

13.1 Mitigation

(a) The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*) or Clause 12 (*Tax Gross up and Indemnities*).

(b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

13.2 Limitation of liability

(a) The Borrower shall indemnify the Lender for all costs and expenses reasonably incurred by the Lender as a result of steps taken by it under Clause 13.1 (*Mitigation*).

(b) The Lender is not obliged to take any steps under Clause 13.1 (*Mitigation*) if, in the opinion of the Lender (acting reasonably), to do so might be prejudicial to it.

14. GUARANTEE AND INDEMNITY

14.1 Guarantee and Indemnity

With effect from the date of this Agreement or if later, the date on which it accedes to this Agreement in such capacity, each Guarantor irrevocably and unconditionally jointly and severally:

(a) guarantees to the Lender punctual performance by each Obligor of its payment obligations under the Finance Documents;

(b) undertakes with the Lender that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall promptly on demand of the Administrator (on behalf of the Lender) pay that amount as if it were the principal obligor provided that before any such demand if made on a Guarantor, demand for payment of the relevant amount shall first have been made on the Borrower; and

(c) indemnifies the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation of an Obligor guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover.

Any demand issued to a Guarantor under this Clause 14.1 shall be copied to the Borrower at the same time as it is issued to the relevant Guarantor, provided that failure to do so shall not affect the validity or effectiveness of the demand or the obligations of the Guarantor under this Clause 14 (*Guarantee and Indemnity*).

14.2 Continuing Guarantee

Each guarantee pursuant to this Clause 14 (*Guarantee and Indemnity*) is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

14.3 Reinstatement

If any payment by an Obligor or any discharge given by the Lender (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

(a) the liability of each Obligor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

(b) the Lender shall be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred.

14.4 Waiver of defences

The obligations of each Guarantor under this Clause 14 will not be affected by an act, omission, matter or thing which, but for this Clause 14 would reduce, release or prejudice any of its obligations under this Clause 14 (without limitation and whether or not known to it or the Lender) including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

14.5 Immediate recourse

Each Guarantor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Clause 14 provided that no demand for any payment may be made on a Guarantor unless such demand has first been made on the Borrower. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

14.6 Appropriations

Until all amounts then due and payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or the Administrator or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this Clause 14 provided that the Lender (or the Administrator or any trustee or agent on its behalf) shall promptly upon receiving moneys sufficient to discharge all amounts then due and payable by the Obligors under the Finance Documents, apply such moneys to so discharge such amounts.

14.7 Deferral of Guarantors' rights

Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full and unless the Administrator (on behalf of the Lender) otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 14:

(a) to claim by way of contribution or indemnity in relation to any of the obligations of the Borrower under any of the Finance Documents;

(b) to claim or prove as a creditor of the Borrower or any other person or its estate in competition with the Lender of any of them;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under this Clause 14; and/or

(e) to exercise any right of set-off against any Obligor.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by the Obligors under or in connection with the Finance Documents to be repaid in

full on trust for the Lender and shall promptly pay or transfer the same to the Administrator (on behalf of the Lender) or as the Administrator (on behalf of the Lender) may direct for application in accordance with Clause 19 (*Payment Mechanics*).

14.8 Release of Guarantors' right of contribution

If any Guarantor (a **Retiring Guarantor**) ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor or resigns in accordance with Clause 18.5 (*Resignation of a Guarantor*) then on the date such Retiring Guarantor ceases to be a Guarantor:

(a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and

(b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

14.9 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

14.10 Guarantor Intent

Without prejudice to the generality of Clause 14.4 (*Waiver of Defences*), and subject to applicable law restrictions, each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

14.11 Guarantee Limitations

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Act or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the relevant Guarantor and, with respect to any Additional Guarantor, is subject to any limitations set out in the Obligor Accession Agreement applicable to such Additional Guarantor.

15. INFORMATION AND OTHER UNDERTAKINGS

The Borrower shall comply with the information undertakings and covenants set out in Schedule 5 (*Covenants*), and all information to be provided by the Borrower under this Clause shall be supplied to the Administrator (on behalf of the Lender).

15.1 "Know your customer" checks

(a) If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement; or

(ii) any change in the status of an Obligor or the composition of the shareholders of an Obligor after the date of this Agreement,

obliges the Administrator or the Lender to comply with "know your customer" or similar reasonable identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Administrator or the Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Administrator or the Lender in order for the Administrator or the Lender, as applicable, to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to any relevant person pursuant to the transactions contemplated in the Finance Documents.

(b) The Borrower shall, by not less than ten Business Days' prior written notice to the Administrator (on behalf of the Lender), notify the Administrator (on behalf of the Lender) of its intention to request that one of its Subsidiaries becomes an Additional Guarantor pursuant to Clause 18 (*Changes to the Obligors*).

(c) Following the giving of any notice pursuant to paragraph (b) above, if the accession of such Additional Guarantor obliges the Administrator (on behalf of the Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Administrator (on behalf of the Lender) supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Administrator (on behalf of the Lender) to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to any relevant person pursuant to the accession of such Subsidiary to this Agreement as an Additional Guarantor.

15.2 Notification of default

The Borrower will deliver to the Administrator (on behalf of the Lender) within 30 days after the occurrence of any Default or Event of Default a certificate signed by one of its directors or senior officers on its behalf specifying such Default or Event of Default, its status and what action, if any, the Borrower is taking or proposes to take with respect thereto.

16. EVENTS OF DEFAULT

16.1 Events of default

Each of the events or circumstances set out in Schedule 6 (*Events of Default*) is an Event of Default.

16.2 Acceleration

On and at any time after the occurrence of an Event of Default where such event is continuing the Lender may by notice to the Borrower:

(a) cancel the Total Commitments at which time they shall immediately be cancelled;

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable;

(c) declare that all or part of the Loans be payable on demand, at which time they shall immediately become payable on demand by the Lender; and/or

(d) exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

17. CHANGES TO THE LENDER

(a) Subject to paragraph (b) below, the Lender may not assign any of its rights or transfer by novation any of its rights and obligations under any Finance Document without the prior written consent of the Borrower.

(b) The Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create a security interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of the Lender in relation to the Notes except that no such charge, assignment or security interest shall:

(i) release the Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or security interest for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor or grant to any person any more extensive rights than those required to be made or granted to the Lender under the Finance Documents.

(c) The Lender hereby gives notice:

(i) to the Borrower that it has assigned to BNY Mellon Corporate Trustee Services Limited (the **Security Trustee**) pursuant to the Notes Trust Deed all of its rights under (A) this Agreement, (B) the Original Framework Assignment Agreement, (C) the Issue Date Arrangements Agreement and (D) the Expenses Agreement (collectively, the **Relevant Contracts**), including all monies which may be payable in respect of each Relevant Contract, and

(ii) to each of the Obligors (other than the Borrower) that it has assigned to the Security Trustee pursuant to the Notes Trust Deed all of its rights under this Agreement including all monies which may be payable in respect of this Agreement.

(d) The Lender confirms that:

(i) it will remain liable under each Relevant Contract to perform all the obligations assumed by it under that Relevant Contract;

(ii) none of the Security Trustee, its agents, any receiver or any other person will at any time be under any obligation or liability to the relevant Obligor under or in respect of any Relevant Contract; and

(iii) it will remain entitled to exercise all of its rights, powers and discretions under each Relevant Contract and each Obligor should continue to give notice under each applicable Relevant Contract to the Lender, unless and until such Obligor receives written notice from the Security Trustee to the contrary stating that the security constituted by the Notes Trust Deed has become enforceable, in which case, all of the Lender's rights will be exercisable by, and notices must be given to, the Security Trustee or as it directs.

(e) Each Obligor is authorised and instructed by the Lender, without requiring further approval from the Lender, to provide the Security Trustee with such information relating each Relevant Contract as it may from time to time request and to send copies of all notices issued by any Obligor under a Relevant Contract to the Security Trustee as well as to the Lender. Such instructions may not be revoked without the prior written consent of the Security Trustee (acting reasonably).

(f) Each of the Obligors acknowledges the notice and other provisions in paragraphs (c) to (e) above and confirms that it has not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the applicable Relevant Contract and that it will comply with the terms of the notice. Each of the Obligors confirms that it will pay all sums due, and give notices, under each applicable Relevant Contract in accordance with paragraph (d) above.

(g) The Security Trustee may rely on paragraphs (c) to (f) above subject to Clause 1.3 (*Third party rights*).

18. CHANGES TO THE OBLIGORS

18.1 Assignment and transfers by Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents other than as permitted under Schedule 5 (*Covenants*).

18.2 Permitted Affiliate Designation

The Borrower may provide the Administrator (on behalf of the Lender) with notice that it wishes to include any Affiliate (the **Permitted Affiliate Parent**) of the Borrower and the Subsidiaries of any such Permitted Affiliate Parent as members of the Group for the purposes of this Agreement. Such Affiliate shall become a Permitted Affiliate Parent for the purposes of this Agreement upon confirmation from the Administrator (on behalf of the Lender) to the Borrower that:

(a) such Affiliate has complied with the requirements of Clause 18.4 (*Additional Guarantors*) and such Affiliate has acceded to this Agreement as a Guarantor;

(b) the Borrower has delivered a certificate to the Administrator (on behalf of the Lender) signed by an authorised signatory of the Borrower which certifies that:

(i) the designation of such Affiliate as a Permitted Affiliate Parent under this Agreement will not:

(A) materially and adversely affect the guarantees provided in relation to the liabilities under this Agreement; or

(B) result in the Lender becoming structurally subordinated in right of payment to lenders to the Permitted Affiliate Parent and its Subsidiaries; and

(ii) the Consolidated Net Leverage Ratio (as defined in Schedule 7 (*Additional Definitions*)) calculated on a pro forma basis and giving effect to the designation of such Affiliate as a Permitted Affiliate Parent would not exceed 5.0 to 1.0; and

(c) the Borrower has given written notice to the Administrator (on behalf of the Lender) identifying a person that is a Holding Company of the Borrower and each Permitted Affiliate Parent as the common Holding Company for the purposes of this Agreement (the **Common Holding Company**).

18.3 Affiliate Subsidiary

The Borrower may provide the Administrator (on behalf of the Lender) with notice that it wishes to include any Subsidiary of the Ultimate Parent (as defined in Schedule 7 (*Definitions*)) (other than a Subsidiary of the Borrower or a Permitted Affiliate Parent) (the **Affiliate Subsidiary**) as a member of the Group for the purposes of this Agreement. Such Subsidiary shall become an Affiliate Subsidiary for the purposes of this Agreement upon confirmation from the Administrator (on behalf of the Lender) to the Borrower that:

(a) such Subsidiary has complied with the requirements of Clause 18.4 (*Additional Guarantors*) and such Subsidiary has acceded to this Agreement as a Guarantor; and

(b) the Borrower has delivered a certificate to the Administrator (on behalf of the Lender) signed by an authorised signatory of the Borrower which certifies that prior to or immediately after giving effect to such accession, no Default or Event of Default shall have occurred and be continuing.

18.4 Additional Guarantors

(a) Subject to compliance with the provisions of paragraph (b) of Clause 15.1 (*"Know your customer" checks*), the Borrower may request that any Permitted Affiliate Parent, Affiliate Subsidiary or member of the Group becomes a Guarantor.

(b) The Borrower shall ensure that any person that becomes a Receivables Obligor promptly and in any event within 60 Business Days of the date that person becomes a Receivables Obligor, becomes a Guarantor.

(c) A Receivables Obligor, a Permitted Affiliate Parent, an Affiliate Subsidiary or a member of the Group shall become an Additional Guarantor if:

(i) the Borrower and the proposed Additional Guarantor deliver to the Administrator (on behalf of the Lender) a duly completed and executed Obligor Accession Agreement; and

(ii) the Administrator (on behalf of the Lender) has received all of the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor in a form that appears in the opinion of the Administrator (on behalf of the Lender) acting reasonably to comply with the requirements therein.

(d) The Administrator (on behalf of the Lender) shall notify the Borrower promptly upon being satisfied that it has received (in a form that appears in the opinion of the Administrator (on behalf of the Lender) acting reasonably to comply with the requirements therein) all the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*).

18.5 Resignation of a Guarantor

(a) The Borrower may request that a Guarantor (other than the Borrower) ceases to be a Guarantor by delivering to the Administrator (on behalf of the Lender) a Resignation Letter if:

(i) other than in the case of a Guarantor that is a Receivables Obligor unless such Guarantor will cease to be a Receivables Obligor within 30 days of that Resignation Letter, the Borrower or a Permitted Affiliate Parent has ceased to own more than 50.1% of the shares in that Guarantor or will cease to own more than 50.1% of the shares in that Guarantor within 30 days of the date of that Resignation Letter and the Borrower has confirmed this is the case;

(ii) a Guarantor has ceased to be a Receivables Obligor and the Borrower has confirmed by notice to the Administrator (on behalf of the Lender) this is the case;

(iii) to the extent such resignation is not pursuant to Clause 18.5(a)(i) or (ii) above or Clause 18.5(a)(iv) below, the Administrator has consented to the resignation of that Guarantor; *provided that*, the Administrator shall consent to a resignation pursuant to this Clause 18.5(a)(iii) if such Resignation Letter includes an additional confirmation from the Borrower that such proposed resignation of that Guarantor complies with, and will not result in a default under, the terms and conditions of the other applicable Transaction Documents; or

(iv) it relates to an Affiliate Subsidiary that the Borrower wishes to designate as no longer being an Affiliate Subsidiary (an **Affiliate Subsidiary Release**) for the purposes of this Agreement, provided that immediately after giving effect to such Affiliate Subsidiary Release, no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof and either (1) the Borrower, any Permitted Affiliate Parent and the Restricted Subsidiaries could Incur at least £1.00 of additional Indebtedness pursuant to paragraph (1) of Section 4.09 *(Limitation on Indebtedness*) of Schedule 5 (*Covenants*) or (2) the Consolidated Net 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 Affiliate Subsidiary Release.

(b) The Administrator (on behalf of the Lender) shall accept a Resignation Letter and notify the Borrower of its acceptance if:

(i) the Borrower has confirmed that no Default is continuing or would result from the acceptance of the Resignation Letter; and

(ii) no payment is due from the Guarantor under Clause 14 (*Guarantee and Indemnity*).

(c) The resignation of that Guarantor (and, if applicable, an Affiliate Subsidiary Release) shall not be effective until the date that the Administrator (on behalf of the Lender) notifies the Borrower that it accepts the Resignation Letter or the date that the Administrator's (on behalf of the Lender) consent is obtained at which time that company shall cease to be a Guarantor (and, if applicable, that Affiliate Subsidiary shall cease to be an Affiliate Subsidiary) and shall have no further rights or obligations under the Finance Documents as a Guarantor (and, if applicable, as an Affiliate Subsidiary).

(d) Notwithstanding paragraphs (a) to (c) above and subject to paragraph (e) below, the guarantee under this Agreement of a Guarantor (other than the Borrower) shall be automatically released (and the relevant Guarantor shall cease to be a Guarantor and shall have no further rights or obligations under the Finance Documents as a Guarantor at the time of such release as appropriate):

(i) in the case of a Guarantor that is prohibited or restricted by applicable law from guaranteeing any obligations under the Finance Documents (other than customary legal and contractual limitations on the guarantee of such Guarantor substantially similar to those provided for in this Agreement); *provided* that such guarantee will be released as a whole or in part to the extent it is necessary to achieve compliance with such prohibition or restriction;

(ii) other than in the case of a Guarantor which is a Receivables Obligor unless such Guarantor will cease to be a Receivables Obligor at the time of such designation, if such Guarantor is designated as an Unrestricted Subsidiary in compliance with Section 4.07 of Schedule 5 (*Covenants*); or

(iii) other than in the case of a Guarantor that is a Receivables Obligor unless such Guarantor will cease to be a Receivables Obligor at the time of the relevant transaction, as a result of a transaction permitted by, and in compliance with Section 5.01 of Schedule 5 (*Covenants*).

(e) In all circumstances described in paragraph (d) above, a guarantee shall only be released if the Borrower has delivered to the Administrator (on behalf of the Lender), at the cost and expense of the Borrower, an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent provided for in this Agreement (including Schedule 5 (*Covenants*)) relating to any such transaction listed in paragraph (d) above have been complied with.

(f) Save where defined in Clause 1.1 (*Definitions*), defined terms used in paragraphs (a), (d) and (e) of this Clause 18.5 shall bear the meaning given to them in Schedule 7 (*Additional Definitions*).

(g) The provisions of paragraphs (d) and (e) of this Clause 18.5 are to be interpreted in accordance with New York law (without prejudice to the fact that the Finance Documents are to be governed by English law).

(h) The Lender shall, at the cost of the Borrower, execute such documents as may be required or desirable to effect any such release of guarantee and resignation of the relevant Guarantor under this Clause 18.5.

19. PAYMENT MECHANICS

19.1 Payments to the Lender

(a) On each date on which an Obligor is required to make a payment under a Finance Document that Obligor shall make the same available to the Lender or the Administrator (as applicable) (unless expressly provided to the contrary in a Finance Document including where a Finance Document states that a payment shall be made on a cashless basis) for value on the due date at the time and in such funds specified by the Administrator (on behalf of the Lender or itself, as applicable) as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in a principal financial centre in a Participating Member State or London with such bank as the Administrator (on behalf of the Lender or itself, as applicable) specifies.

19.2 No set-off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

19.3 Business Days

(a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

19.4 Currency of account

(a) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in Sterling or the currency in which that Loan was made.

(b) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.

(c) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(d) Any amount expressed to be payable in a currency other than Sterling shall be paid in that other currency.

20. SET-OFF

Whilst any Event of Default has occurred and is continuing a Finance Party may, at its discretion but not in the ordinary course of arrangements prescribed in the Transaction Documents, set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, that Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

21. NOTICES

21.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax, email or letter.

21.2 Addresses

The address, email address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of each Obligor:
Virgin Media Investment Holdings Limited
500 Brook Drive, Reading, RG2 6UU
United Kingdom
Attention: General Counsel
Email: general.counsel@virginmedia.co.uk

or any substitute address, email address, fax number or department or officer as the Obligors' Agent may notify to the Administrator (on behalf of the Lender) by not less than five Business Days' notice;

(b) in the case of the Administrator:
The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL
Attention: Keith Locke
Email: CT.Liberty@bnymellon.com

or any substitute address, email address, fax number or department or officer as the Administrator may notify to the Obligors' Agent by not less than five Business Days' notice; and

(c) in the case of the Lender:
Virgin Media Vendor Financing Notes III Designated Activity Company
3rd Floor, Kilmore House
Park Lane, Spencer Dock
Dublin 1
Ireland
Attention: The Directors
Telephone: +353 (0) 1614 6250
Facsimile: +353 (0) 1614 6240
Email: Ireland@tmf-group.com

or any substitute address, email address, fax number or department or officer as the Lender may notify to the Administrator and the Borrower by not less than five Business Days' notice.

21.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(i) if by way of fax, when received in legible form;

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or

(iii) if by way of email, when the email is received,

and, if a particular department or officer is specified as part of its address details provided under Clause 21.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Administrator (on behalf of the Lender) will be effective only when actually received by the Administrator and then only if it is expressly marked for the attention of the department or officer identified in Clause 21.2 (*Addresses*) (or any substitute department or officer as the Administrator shall specify for this purpose).

(c) All notices from or to an Obligor shall be sent through the Administrator.

21.4 Notification of address, email address and fax number

Promptly upon receipt of notification of an address, email address and fax number, or change of address, email address or fax number pursuant to Clause 21.2 (*Addresses*) or changing its own address, email address or fax number, the Administrator shall notify the other Parties.

21.5 Use of websites

(a) An Obligor may satisfy its obligation under any Finance Document to deliver any information by posting such information onto an electronic website designated by the Borrower and the Administrator (on behalf of the Lender) (the **Designated Website**) if:

(i) both the Borrower and the Administrator (on behalf of the Lender) are aware of the address of and any relevant password specifications for the Designated Website; and

(ii) the information is in a format previously agreed between the Borrower and the Administrator (on behalf of the Lender).

In any event the Borrower shall at its own cost supply the Administrator (on behalf of the Lender) with at least one copy in paper form of any information required to be provided by it on written request by the Administrator.

(b) The Borrower shall promptly upon becoming aware of its occurrence notify the Administrator (on behalf of the Lender) if:

(i) the Designated Website cannot be accessed due to technical failure;

(ii) the password specifications for the Designated Website change;

(iii) any new information which is required to be provided under any Finance Document is posted onto the Designated Website;

(iv) any existing information which has been provided under any Finance Document and posted onto the Designated Website is amended; or

(v) the Borrower becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.

If the Borrower notifies the Administrator (on behalf of the Lender) under paragraph (b)(i) or paragraph (b)(v) above, all information to be provided by the Borrower under this Agreement after the date of that notice shall be supplied in paper form unless and until the Administrator (on behalf of the Lender) is satisfied that the circumstances giving rise to the notification are no longer continuing.

21.6 English language

Each communication and document made or delivered by one party to another pursuant to any Finance Document shall be in the English language or accompanied by a translation of it into English certified (by an officer of the person making or delivering the same) as being a true and accurate translation of it.

22. ADMINISTRATOR

(a) The Lender has appointed the Administrator to act as its agent pursuant to the terms of the Agency and Account Bank Agreement.

(b) The Lender and the Borrower acknowledge that the Lender has authorised the Administrator to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Administrator under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions and in so acting, the Administrator shall have the benefit of the rights, powers, protections, authorities and indemnities conferred on it in the Agency and Account Bank Agreement.

(c) Any calculation by the Administrator of an amount under any Finance Document shall be made in good faith and, in the absence of manifest error, shall be conclusive evidence of the matter to which it relates.

23. CALCULATIONS AND CERTIFICATES

23.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

23.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, *prima facie* evidence of the matters to which it relates.

23.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days comprised of twelve 30 day months.

24. PARTIAL INVALIDITY

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, such illegality, invalidity or unenforceability shall not affect:

(a) the legality, validity or enforceability of the remaining provisions of the Finance Documents; or

(b) the legality, validity or enforceability of such provision under the law of any other jurisdiction.

25. LENDER'S LIMITATIONS

25.1 Limited Recourse

(a) Notwithstanding any other provisions of this Agreement or any other Transaction Document, the obligations of the Lender to pay amounts due and payable by it in respect of the Facilities to the Obligors or the Administrator and otherwise under this Agreement at any time shall be limited to the proceeds available at such time to make such payments from the net proceeds of realisation of the Lender's assets in accordance with the Priorities of Payment and Condition 3, from time to time. Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, if the net proceeds of realisation of the security constituted by the Notes Trust Deed and the other Notes Security Documents (as defined in the Notes Trust Deed) upon enforcement thereof in accordance with the Conditions and the provisions of the Notes Trust Deed and the other Notes Security Documents (as defined in the Notes Trust Deed) or otherwise are less than the aggregate amount payable by the Lender in respect of the Facilities and otherwise under this Agreement (such negative amount being referred to herein as a **shortfall**), the obligations of the Lender in respect of the Facilities and its other obligations in respect of this Agreement in such circumstances will be limited to such net proceeds which, in respect of the proceeds of enforcement of the security constituted by the Notes Trust Deed and the other Notes Security Documents (as defined in Condition 1(a)) shall be applied in accordance with the Priorities of Payment. In such circumstances, any assets of the Lender other than such security (including, without limitation, the Issuer Profit Account and its rights under the Corporate Administration Agreement (each as defined in the Trust Deed)) will not be available for payment of such shortfall which shall be borne by the Obligors and the Administrator, as applicable. The rights of the Obligors and the Administrator to receive any further amounts in respect of such obligations shall be extinguished and none of the Obligors or the Administrator may take any further action to recover such amounts.

(b) In addition, no recourse under any obligation, covenant, or agreement of the Lender contained in this Agreement shall be had by the Obligors or the Administrator against any shareholder, officer, agent, employee or director of the Lender, by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise, it being expressly agreed and understood that the obligations under this Agreement are corporate obligations of the Lender. No personal liability shall attach to or be incurred by the shareholders, officers, agents, employees or directors of the Lender, or any of them, under or by reason of any of the obligations, covenants or agreements of the Lender contained in this Agreement, or implied therefrom, and any and all personal liability of every such shareholder, officer, agent, employee or director for breaches by the Lender of any such obligations, covenants or agreements, either at law or by statute or constitution, of every such shareholder, officer, agent, employee or director is hereby deemed expressly waived by the other Parties.

(c) The directors of the Lender have no obligation to the Obligors or the Administrator for payment of any amount by the Lender in respect of the Facilities.

25.2 Non-Petition

None of the Obligors or the Administrator (nor any other person acting on behalf of any of them) shall be entitled at any time to institute against the Lender, or join in any institution against the Lender of, any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding-up or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligations of the Lender relating to the Facilities, this Agreement or otherwise owed to the Obligors or the Administrator, save for lodging a claim in the liquidation of the Lender which is initiated by another non-affiliated party or taking proceedings to obtain a declaration or judgment as to the obligations of the Lender.

25.3 Survival

This Clause 25 (*Lender's Limitations*) shall survive termination of this Agreement.

26. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

27. AMENDMENTS AND WAIVERS

Any term of the Finance Documents may be amended or waived only with the consent of the Lender and the Borrower.

28. TERMINATION OF CERTAIN PROVISIONS

Save as otherwise provided in this Agreement, the obligations of the Obligors under this Agreement shall only terminate on the repayment and cancellation in full of all amounts and Commitments outstanding under the Finance Documents (including, for the avoidance of doubt, any accrued but unpaid fees, costs and expenses).

29. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

30. GOVERNING LAW

This Agreement, including all non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law.

31. ENFORCEMENT

31.1 Courts

Each of the Parties irrevocably agrees for the benefit of each of the Finance Parties that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement or any non-contractual obligation arising out of or in connection with this Agreement (respectively **Proceedings** and **Disputes**) and, for such purposes, irrevocably submits to the jurisdiction of such courts.

31.2 Waiver

Each of the Obligors irrevocably waives any objection which it might now or hereafter have to Proceedings being brought or Disputes settled in the courts of England and agrees not to claim that any such court is an inconvenient or inappropriate forum.

31.3 Service of process

The Lender and each of the Obligors which is not incorporated in England agrees that the process by which any Proceedings are begun may be served on it by being delivered in connection with any Proceedings in England, to the Borrower at its registered office for the time being and the Borrower, by its signature to this Agreement, accepts its appointment as such in respect of the Lender and each such Obligor. If the appointment of the person mentioned in this Clause 31.3 (*Service of Process*) ceases to be effective in respect of the Lender or any of the Obligors (as applicable) the Lender or the relevant Obligor (as applicable) shall immediately appoint a further person in England to accept service of process on its behalf in England and, failing such appointment within 15 days, the Administrator shall be entitled to appoint such person by notice to the Lender or the relevant Obligor (as applicable). Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

31.4 Proceedings in Other Jurisdictions

Nothing in Clause 31.1 (*Courts*) shall (and shall not be construed so as to) limit the right of the Finance Parties or any of them to take Proceedings against any of the Obligors in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

31.5 General Consent

Each of the Obligors consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such proceedings including the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such proceedings.

31.6 Waiver of Immunity

To the extent that any Obligor may in any jurisdiction claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself, its assets or revenues such immunity (whether or not claimed), such Obligor irrevocably agrees not to claim, and irrevocably waives, such immunity to the full extent permitted by the laws of such jurisdiction.

32. COMPLETE AGREEMENT

The Finance Documents contain the complete agreement between the Parties on the matters to which they relate and supersede all prior commitments, agreements and undertakings, whether written or oral, on those matters.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1
THE ORIGINAL GUARANTORS

Name of Original Guarantor	Jurisdiction of incorporation	Registration number (or equivalent, if any)
Virgin Media Investment Holdings Limited	England and Wales	03173552
Virgin Media Limited	England and Wales	02591237
Virgin Mobile Telecoms Limited	England and Wales	03707664
Virgin Media Senior Investments Limited	England and Wales	10362628

SCHEDULE 2
CONDITIONS PRECEDENT

Part 1: Conditions Precedent to Signing the Agreement

1. **Corporate Documents**

   (a) A copy of the Constitutional Documents of each Original Obligor.

   (b) A copy of an extract of a resolution of the board of directors (or, if applicable, a committee of the board of directors) (or equivalent) of each Original Obligor:

      (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute and, where applicable, deliver and perform the Finance Documents;

      (ii) authorising a specified person or persons to execute and, where applicable, deliver the Finance Documents to which it is a party on its behalf;

      (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is party; and

      (iv) in the case of an Obligor other than the Borrower, authorising the Borrower to act as its agent in connection with the Finance Documents.

   (c) If applicable, a copy of a resolution of the board of directors of the relevant Original Obligor, establishing the committee referred to in paragraph (b) above.

   (d) A specimen of the signature of each person authorised to execute, on behalf of each Original Obligor, the Finance Documents and related documents to which it is a party and to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with such Finance Documents.

   (e) To the extent legally necessary, a copy of a resolution signed by all of the holders of the issued shares in each Original Obligor, approving the terms of and the transaction contemplated by, the Finance Documents to which the Original Obligor is a party.

   (f) A certificate of a director of the Borrower confirming that borrowing or guaranteeing, as appropriate, the Total Commitments will not cause any borrowing or similar limit binding on any Original Obligor to be exceeded.

   (g) A certificate of an authorised signatory of each Original Obligor certifying that each copy document relating to it specified in this Part 1 of Schedule 2 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement.

2. **Legal opinions**

   A legal opinion of Allen & Overy LLP as to English law in relation to, among other matters, the capacity and authority of the Original Obligors to enter into this Agreement and the enforceability of this Agreement addressed to the initial purchasers of the Notes substantially in the form delivered to the initial purchasers of the Notes prior to the date of this Agreement.

3. **Finance Documents**

   A copy of this Agreement executed by the Original Obligors.

Part 2: Conditions Precedent Required to be Delivered by an Additional Guarantor

1. **Corporate Documents**

(a) A copy of the Constitutional Documents of the Additional Guarantor.

(b) A copy of an extract of a resolution of the board of directors (or, if applicable, a committee of the board of directors) (or equivalent) of the Additional Guarantor:

(i) approving the terms of, and the transactions contemplated by, the Obligor Accession Agreement and the Finance Documents to which it is a party and resolving that it execute and, where applicable, deliver and perform the Obligor Accession Agreement and any other Finance Document (as applicable) to which it is a party;

(ii) authorising a specified person or persons to execute and, where applicable, deliver the Obligor Accession Agreement and other Finance Documents (as applicable) on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is party; and

(iv) authorising the Borrower to act as its agent in connection with the Finance Documents.

(c) If applicable, a copy of a resolution of the board of directors of the relevant Additional Guarantor, establishing the committee referred to in paragraph (b) above.

(d) A specimen of the signature of each person authorised to execute, on behalf of the Additional Guarantor, the Obligor Accession Agreement and the Finance Documents and related documents to which it is a party and to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Obligor Accession Agreement and such Finance Documents.

(e) To the extent legally necessary, a copy of a resolution signed by all of the holders of the issued shares in the Additional Guarantor, approving the terms of and the transaction contemplated by, the Obligor Accession Agreement and the Finance Documents to which the Additional Guarantor is a party.

(f) A certificate of an authorised signatory of the Additional Guarantor confirming that borrowing or guaranteeing, as appropriate, the Total Commitments will not cause any borrowing or similar limit binding on it to be exceeded.

(g) A certificate of an authorised signatory of the Additional Guarantor certifying that each copy document relating to it specified in this Part 2 of Schedule 2 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Obligor Accession Agreement.

2. **Legal Opinions**

Such legal opinions as the Administrator (on behalf of the Lender) may reasonably require as to:

(a) the due incorporation, capacity and authorisation of the relevant Additional Guarantor under the relevant laws of the jurisdiction of organisation or establishment of such Additional Guarantor; and

(b) the relevant obligations to be assumed by the relevant Additional Guarantor under the Obligor Accession Agreement and this Agreement being legal, valid, binding and enforceable against it under English law.

SCHEDULE 3
FORM OF OBLIGOR ACCESSION AGREEMENT

To: [ ] as Lender

From: [Subsidiary], [Borrower]

Dated:

Dear Sirs

£[●] facilities agreement dated [●] 2020 between, among others, Virgin Media Investment Holdings Limited (as Borrower), Virgin Media Limited, Virgin Mobile Telecoms Limited, Virgin Media Senior Investments Limited and Virgin Media Investment Holdings Limited (as Original Guarantors), and Virgin Media Vendor Financing Notes III Designated Activity Company (as Lender) (the Facilities Agreement)

1. We refer to the Facilities Agreement. This is an Obligor Accession Agreement. Terms defined in the Facilities Agreement have the same meaning in this Obligor Accession Agreement unless given a different meaning in this Obligor Accession Agreement.

2. [●] agrees to become an Additional Guarantor and to be bound by the terms of the Facilities Agreement and the other Finance Documents as an Additional Guarantor pursuant to Clause 18.4 (*Additional Guarantors*) of the Facilities Agreement. [●] is duly incorporated under the laws of [name of relevant jurisdiction] and is a limited liability company with registered number [ ].

3. [Add any necessary guarantee limitation language in relation to the relevant jurisdiction.]

   [●] administrative details are as follows:

   Address:

   Fax No.:

   Attention:

   This Obligor Accession Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

   [This Obligor Accession Agreement is entered into by deed.]

   [Borrower] [Subsidiary]

SCHEDULE 4
FORM OF RESIGNATION LETTER

To: [ ] as Lender

From: [resigning Guarantor] and [Borrower]

Dated:

Dear Sirs,

£[●] facilities agreement dated [●] 2020 between, among others, Virgin Media Investment Holdings Limited (as Borrower), Virgin Media Limited, Virgin Mobile Telecoms Limited, Virgin Media Senior Investments Limited and Virgin Media Investment Holdings Limited (as Original Guarantors), and Virgin Media Vendor Financing Notes III Designated Activity Company (as Lender) (the Facilities Agreement)

1. We refer to the Facilities Agreement. This is a Resignation Letter. Terms defined in the Facilities Agreement have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
2. Pursuant to Clause 18.5 (*Resignation of a Guarantor*), we request that [*resigning Guarantor*] be released from its obligations as a Guarantor under the Facilities Agreement and the Finance Documents.
3. We confirm that:
   (a) no Default is continuing or would result from the acceptance of this request; and
   (b) no payment is due from that [*resigning Guarantor*] under Clause 14 (*Guarantee and Indemnity*).
4. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[Borrower]	[*resigning Guarantor*]
By:	By:

SCHEDULE 5
COVENANTS

Unless otherwise specified herein, (i) references in this Schedule 5 (Covenants) to sections of Section 4 or Section 5 are to those sections of this Schedule 5 (Covenants); (ii) references in this Schedule 5 (Covenants) to sections of Section 6 are to those sections of Schedule 6 (Events of Default); and (iii) defined terms used in this Schedule 5 (Covenants) shall bear the meanings given to them in Schedule 7 (Additional Definitions) or as otherwise given to them in Clause 1.1 (Definitions) of this Agreement. For the avoidance of doubt, the section references in this Schedule 5 (Covenants) are deliberately retained for consistency given the equivalent provisions in indentures entered into by Liberty Global and its Subsidiaries for ease of reference. The provisions of this Schedule are to be interpreted in accordance with New York law (without prejudice to the fact that the Finance Documents are to be governed by English law).

Section 4.01 [*RESERVED*]

Section 4.02 [*RESERVED*]

Section 4.03 *Reports*

(a) The Company or any Permitted Affiliate Parent will provide to the Administrator (acting on behalf of the Lender), and, in each case of clauses (1) and (2) of this Section 4.03(a), will post on the Company's, the Virgin Reporting Entity's or the Ultimate Parent's website (or make similar disclosure) the following; *provided, however,* that to the extent any reports are filed on the SEC's website or on the Company's, the Virgin Reporting Entity's or the Ultimate Parent's website, such reports shall be deemed to be provided to the Administrator (acting on behalf of the Lender):

(1) within 150 days after the end of each fiscal year ending subsequent to the Signing 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 (or if the Virgin Reporting Entity has been in existence for less than two full fiscal years, of the preceding 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 (or if the Virgin Reporting Entity has been in existence for less than two full fiscal years, of the preceding Virgin Reporting Entity) for the two 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, liquidity and capital resources, 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 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 in its financial reports with respect to the period presented, (ii) include any exhibits, or (iii) include separate financial statements for any Affiliates of the Virgin Reporting Entity or any acquired businesses;

(2) 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 combined or Consolidated financial statements of the Virgin Reporting Entity for such period, prepared in accordance with GAAP, (b) a financial review of such period (including a comparison against the prior year's comparable period), consisting of a discussion of (i) the results of operations and financial condition of the Virgin Reporting Entity on a Consolidated basis, and material changes between the current period and the prior year's comparable period and (ii) material developments in the business of the Virgin Reporting Entity and its Restricted Subsidiaries, (c) financial information and trends in the business in which the Virgin Reporting Entity and its Restricted Subsidiaries are engaged and (d) information with respect to any material acquisition or disposal during the period *provided, however*, that such reports need not (i) contain any segment data other than as required under GAAP in its financial reports with respect to the period presented, (ii) include any exhibits, or (iii) include separate financial statements for any Affiliates of the Virgin Reporting Entity or any acquired businesses; and

(3) 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, any Permitted Affiliate Parent and the Restricted Subsidiaries, taken as a whole.

(b) If the Company or a Permitted Affiliate Parent has designated any of its Restricted Subsidiaries as Unrestricted Subsidiaries and any such Unrestricted Subsidiary or group of Unrestricted Subsidiaries constitute Significant Subsidiaries of the Virgin Reporting Entity, then the annual and quarterly information required by Section 4.03(a)(1) and Section 4.03(a)(2) 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 such Unrestricted Subsidiaries separate from the financial condition and results of operations of the Virgin Reporting Entity and its Subsidiaries.

(c) Following any election by the Virgin Reporting Entity to change its accounting principles in accordance with the definition of GAAP set forth in Schedule 7 (Additional Definitions), the annual and quarterly information required by clauses (1) and (2) of Section 4.03(a) shall include any reconciliation presentation required by clause 2(a) of the definition of GAAP set forth in Schedule 7 (Additional Definitions).

(d) Notwithstanding the foregoing, prior to a Permitted Affiliate Group Designation Date, the Company may satisfy its obligations under clauses (1) and (2) of Section 4.03(a) by delivering the corresponding consolidated annual report and quarterly reports of Virgin Media Finance or any Parent of Virgin Media Finance and, following such election, references in this Section 4.03 to the "Virgin Reporting Entity" shall be deemed to refer to Virgin Media Finance or any Parent of Virgin Media Finance (as the case may be). Nothing contained in this Agreement shall preclude the Virgin Reporting Entity from changing its fiscal year.

(e) To the extent that material differences exist between the business, assets, results of operations or financial condition of (i) the Virgin Reporting Entity and (ii) the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries (excluding, for the avoidance of doubt, the effect of any intercompany balances between the Virgin Reporting Entity and the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries), the annual and quarterly reports shall give a reasonably detailed description of such differences and include an unaudited reconciliation of the Virgin Reporting Entity's financial statements to the financial statements of the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries.

Section 4.04 ***[RESERVED]***

Section 4.05 ***[RESERVED]***

Section 4.06 ***[RESERVED]***

Section 4.07 ***Limitation on Restricted Payments***

(a) The Company and any Permitted Affiliate Parent 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, any Permitted Affiliate Parent or any of the Restricted Subsidiaries) except:

(A) dividends or distributions payable in Capital Stock of the Company or a Permitted Affiliate Parent or an Affiliate Subsidiary (in each case, other than Disqualified Stock) or Subordinated Shareholder Loans; and

(B) dividends or distributions payable to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (and if such Restricted Subsidiary is not a Wholly Owned Subsidiary of the Company or a Permitted Affiliate Parent, as applicable, 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, any Permitted Affiliate Parent or any Affiliate Subsidiary, or any Parent of the Company or any Permitted Affiliate Parent, in each case held by Persons other than the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (other than in exchange for Capital Stock of the Company, any Permitted Affiliate Parent or any Affiliate Subsidiary (other than Disqualified Stock) or Subordinated Shareholder Loans);

(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 Section 4.09(b)(2)); 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 Section 4.07(a)(1) through Section 4.07(a)(4) is referred to herein as a "**Restricted Payment**"), if at the time the Company, such Permitted Affiliate Parent or such Restricted Subsidiary makes such Restricted Payment:

(A) in the case of a Restricted Payment other than a Restricted Investment, an Event of Default shall have occurred and be continuing (or would result therefrom); or

(B) except in the case of a Restricted Investment, if such Restricted Payment is made in reliance on Section 4.07(a)(C)(i) below, the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries are not able to Incur an additional £1.00 of Indebtedness pursuant to Section 4.09(a), 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 declared or made subsequent to July 25, 2006 and not returned or rescinded (excluding all Restricted Payments permitted by Section 4.07(b)) 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 of marketable securities, or other property or assets, received by the Company, any Permitted Affiliate Parent or any Affiliate Subsidiary 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 (A) Net Cash Proceeds received from an issuance or sale of such Capital Stock to the Company, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination, (B) Excluded Contributions, or (C) any property received in connection with Section 4.07(b)(25));

(iii) 100% of the aggregate Net Cash Proceeds and the fair market value of marketable securities, or other property or assets, received by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary from the issuance or sale (other than to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary) by the Company, a Permitted Affiliate Parent 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 or a Permitted Affiliate Parent (other than Disqualified Stock) or Subordinated Shareholder Loans;

(iv) the amount equal to the net reduction in Restricted Investments made by the Company, any Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent or any Restricted Subsidiary in such Unrestricted Subsidiary,

which amount in each case under this Section 4.07(a)(C)(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 Section 4.07(a)(C)(i) to the extent that it is (at the Company's option) included under this Section 4.07(a)(C)(iv);

(v) without duplication of amounts included in Section 4.07(a)(C)(iv), the amount by which Indebtedness of the Company, any Permitted Affiliate Parent or any Affiliate Subsidiary is reduced on the Consolidated balance sheet of the Company, any such Permitted Affiliate Parent or any such Affiliate Subsidiary, as applicable, upon the conversion or exchange of any Indebtedness of the Company, such Permitted Affiliate Parent or such Affiliate Subsidiary, as applicable, issued after July 25, 2006, which is convertible or exchangeable for Capital Stock (other than Disqualified Stock) of the Company, such Permitted Affiliate Parent or such Affiliate Subsidiary, as applicable, held by Persons not including the Company or such Permitted Affiliate Parent or any Restricted Subsidiary, as applicable (less the amount of any cash or the fair market value of other property or assets distributed by the Company, such Permitted Affiliate Parent or such Affiliate Subsidiary upon such conversion or exchange); and

(vi) 100% of the Net Cash Proceeds and the fair market value of marketable securities, or other property or assets, received by the Company, a Permitted Affiliate Parent or any of the Restricted Subsidiaries in connection with: (A) the sale or other disposition (other than to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or an employee stock ownership plan or trust established by the Company, a Permitted Affiliate Parent or any Subsidiary of the Company or of a Permitted Affiliate Parent for the benefit of its employees to the extent funded by the Company, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent or a Restricted Subsidiary; *provided, however*, that no amount will be included in Consolidated Net Income for the purposes of Section 4.07(a)(C)(i) to the extent that it is (at the Company's or a Permitted Affiliate Parent's option) included under this Section 4.07(a)(C)(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 Signing Date, 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 Section 4.07(a)(C) above.

The fair market value of property or assets (other than cash) for purposes of this Section 4.07(a), shall be the fair market value thereof as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent.

(b) Section 4.07(a) 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, a Permitted Affiliate Parent or a Restricted Subsidiary 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 or issuance within 90 days of, Subordinated Shareholder Loans or Capital Stock of the Company or a Permitted Affiliate Parent (other than Disqualified Stock or Capital Stock issued or sold to a Restricted 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, a Permitted Affiliate Parent or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination), or a substantially concurrent capital contribution to the Company or a Permitted Affiliate Parent; *provided, however*, that 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 Section 4.07(a)(C)(ii);

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary made by exchange for, or out of the proceeds of the sale or issuance within 90 days of, Subordinated Obligations of the Company, such Permitted Affiliate Parent or such Restricted Subsidiary that is permitted or otherwise not prohibited to be Incurred pursuant to Section 4.09 and that in each case constitutes Refinancing Indebtedness;

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Disqualified Stock of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary made by exchange for, or out of the proceeds of the sale or issuance within 90 days of, Disqualified Stock of the Company, such Permitted Affiliate Parent or such Restricted Subsidiary, as the case may be, that, in each case, is permitted or not otherwise prohibited to be Incurred pursuant to Section 4.09 and that in each case constitutes Refinancing Indebtedness;

(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;

(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, a Permitted Affiliate Parent or any Restricted Subsidiary or any Parent held by any existing or former employees or management of the Company, a Permitted Affiliate Parent or any Subsidiary of the Company or of a Permitted Affiliate Parent or their respective 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 Section 4.07(b)(5) 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);

(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, or otherwise not prohibited to be Incurred pursuant to, Section 4.09;

(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;

(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; *provided* that, prior to or simultaneously with such purchase, repurchase, redemption, defeasance or other acquisition or retirement, the Company or a Permitted Affiliate Parent has made (or caused to be made) a Change of Control Prepayment Offer and has completed the prepayment of Change of Control Prepayment Loan Amount, together with all accrued and unpaid interest, any additional amounts, and the Change of Control Fee thereon, in accordance with this Agreement;

(B) at a purchase price not greater than 100% of the principal amount thereof in accordance with provisions similar to Section 4.10 of the Existing Senior Secured Notes Indentures or Section 4.10 hereunder; or

(C) (i) consisting of Acquired Indebtedness (other than Indebtedness Incurred 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 designated a Permitted Affiliate Parent or an Affiliate Subsidiary or was otherwise acquired by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary) 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, a Permitted Affiliate Parent or any Restricted Subsidiary in amounts equal to:

(A) the amounts required for any Parent to pay Parent Expenses;

(B) 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, any Permitted Affiliate Parent and the Restricted Subsidiaries;

(C) the amounts required for any Parent to pay Related Taxes or, without duplication, pursuant to the Tax Sharing Agreement or any other tax sharing agreement or arrangement between or among the Ultimate Parent, the Company, a Permitted Affiliate Parent, a Restricted Subsidiary or any other Person; and

(D) amounts constituting payments satisfying the requirements of Section 4.11(b)(11), Section 4.11(b)(12), and Section 4.11(b)(23);

(10) Restricted Payments 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 Section 4.07(b)(10);

(11) payments by the Company or any Permitted Affiliate Parent, or loans, advances, dividends or distributions to any Parent to make payments to holders of Capital Stock of the Company, any Permitted Affiliate Parent or any Parent in lieu of the issuance of fractional shares of such Capital Stock;

(12) Restricted Payments in relation to any tax losses received by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary from the Ultimate Parent or any of its Subsidiaries (other than the Company, a Permitted Affiliate Parent or any Restricted Subsidiary); *provided* that (i) such Restricted Payments shall only be made in relation to such tax losses in an amount equal to the amount of tax that would have otherwise been required to be paid by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary if those tax losses were not so received and such payment shall only be made in the tax year in which such losses are utilized by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or (ii) such payments shall only be made in relation to such tax losses in an amount not exceeding, in any financial year, the greater of £330.0 million and 3.0% of Total Assets (with any unused amounts in any financial year being carried over to the next succeeding financial year);

(13) so long as no Default or Event of Default, in each case, of the type specified in Section 6.01(a)(1) or Section 6.01(a)(2) has occurred and is continuing, any Restricted Payment to the extent that, after giving pro forma effect to any such Restricted Payment, the Consolidated Net Leverage Ratio would not exceed 4.00 to 1.00;

(14) Restricted Payments in an aggregate amount at any time outstanding, when taken together with all other Restricted Payments made pursuant to this Section 4.07(b)(14), not to exceed the greater of (A) £250.0 million and (B) 5.0% of Total Assets, in the aggregate in any calendar year (with any unused amounts in any preceding calendar year being carried over to the succeeding calendar year);

(15) Restricted Payments to be applied for the purpose of making corresponding payments on (a) Indebtedness of any Parent to the extent that such Indebtedness is guaranteed by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary pursuant to a guarantee otherwise permitted to be Incurred under this Agreement; (b) any other Indebtedness of a Parent or any of such Parent's Subsidiaries, *provided* that the net proceeds of any other such Indebtedness described in this clause (b) are or were contributed or otherwise loaned or transferred to the Company, any Permitted Affiliate Parent or any Restricted Subsidiary, or such other Indebtedness is otherwise Incurred for the benefit of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary; and (c) in each case of the foregoing, any Refinancing Indebtedness in respect thereof;

(16) the distribution, as a dividend or otherwise, of shares of Capital Stock of or, Indebtedness owed to the Company, any Permitted Affiliate Parent or a Restricted Subsidiary by, Unrestricted Subsidiaries;

(17) following a Public Offering of the Company, any Permitted Affiliate Parent or any Parent, the declaration and payment by the Company, such Permitted Affiliate Parent 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, any Permitted Affiliate Parent or any Parent; *provided that* the aggregate amount of all such dividends or distributions under this Section 4.07(b)(17) shall not exceed in any fiscal year the greater of (A) 6.0% of the Net Cash Proceeds received from such Public Offering or subsequent Equity Offering by the Company or a Permitted Affiliate Parent or contributed to the capital of the Company or a Permitted Affiliate Parent by any Parent in any form other than Indebtedness or Excluded Contributions and (B) following the Initial Public Offering, an amount equal to the greater of (i) 7.0% of the Market Capitalization and (ii) 7.0% of the IPO Market Capitalization;

(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, any Permitted Affiliate Parent or any Restricted Subsidiary; *provided, however*, that (A) such distribution or disposition shall include the concurrent transfer of all liabilities (contingent or otherwise) attributable to the property or other assets being transferred; (B) 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 Section 4.07(b)(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, such Permitted Affiliate Parent or such Restricted

Subsidiary; and (C) 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, any Permitted Affiliate Parent and the Restricted Subsidiaries on a Consolidated basis; *provided further, however*, 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 Section 4.07(a)(C)(vi);

(19) any Restricted Payments on common stock of the Company, a Permitted Affiliate Parent or any Affiliate Subsidiary up to £60.0 million per year;

(20) Restricted Payments at any time outstanding made with the proceeds of any drawings under a Permitted Credit Facility in an amount not to exceed the Credit Facility Excluded Amount, *provided that*, the amount of any Restricted Payment made pursuant to this Section 4.07(b)(20) shall be deemed to be reduced (but not below zero) by the aggregate principal amount of any prepayment or repayment (including on a cashless basis) of any such drawings under such Permitted Credit Facility;

(21) any Business Division Transaction, provided, that after giving pro forma effect thereto, the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries could Incur at least £1.00 of additional Indebtedness under Section 4.09(a);

(22) any prepayment, repayment, repurchase, redemption, retirement, defeasance or other acquisition for value of the Existing Senior Notes and other Indebtedness of Virgin Media Finance or any other Parent that is guaranteed by the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries pursuant to Section 4.09(b)(18), 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;

(23) any Restricted Payment from the Company, a Permitted Affiliate Parent or any Restricted Subsidiary to a Parent or any other Subsidiary of a Parent which is not a Restricted Subsidiary; provided that such Subsidiary advances the proceeds of any such Restricted Payment to the Company, a Permitted Affiliate Parent or any other Restricted Subsidiary, as applicable, within three Business Days of receipt thereof and that such Restricted Payments do not exceed an amount equal to 10.0% of Total Assets at any one time;

(24) distributions or payments of Receivables Fees and purchases of Receivables pursuant to a Receivables Repurchase Obligation in connection with a Qualified Receivables Transaction;

(25) Restricted Payments to finance Investments or other acquisitions by a Parent or any Affiliate of any of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (other than the Company, a Permitted Affiliate Parent or a Restricted Subsidiary) which would otherwise be permitted to be made pursuant to this Section 4.07 if made by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary; *provided that* (i) such Restricted Payments shall be made within 120 days of the closing of such Investment or other acquisition, (ii) such Parent or Affiliate shall, prior to or promptly following the date such Restricted Payment is made, cause (A) all property acquired (whether assets or Capital Stock) to be contributed to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or (B) the merger, amalgamation, consolidation or sale of the Person formed or acquired into the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (in a manner not prohibited by Section 5.01) in order to consummate such Investment or other acquisition, (iii) such Parent or Affiliate receives no consideration or other payment in connection with such transaction except to the extent the Company, a Permitted Affiliate Parent, or a Restricted Subsidiary could have given such consideration or made such payment in compliance with this Section 4.07 and (iv) any property received in connection with such transaction shall not constitute an Excluded Contribution up to the amount of such Restricted Payment made under this Section 4.07(b)(25);

(26) distributions (including by way of dividend) to a Parent consisting of cash, Capital Stock or property or other assets of a Restricted Subsidiary that is, in each case, held by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary for the sole purpose of transferring such cash, Capital Stock or other assets to the Company, a Permitted Affiliate Parent or any Restricted Subsidiary;

(27) any Restricted Payments reasonably required to consummate any Permitted Financing Action, any Post-Closing Reorganization or any Permitted Tax Reorganization; and

(28) any Restricted Payments for the purpose of making corresponding payments on any Indebtedness of a Parent, provided that (a) on the date of Incurrence of such Indebtedness by a Parent and after giving effect thereto on a *pro forma* basis, the Consolidated Net Leverage Ratio, calculated for purposes of this clause (28) as if such Indebtedness of such Parent were being incurred by the Company or any Permitted Affiliate Parent, would not exceed 5.0 to 1.0 or (b) such Indebtedness of a Parent is guaranteed pursuant to Section 4.09(b)(18), and, with respect to clause (a) and (b) of this clause (28), any Refinancing Indebtedness in respect thereof.

(c) For purposes of determining compliance with this Section 4.07 and the definition of "Permitted Investments", as applicable, in the event that a Restricted Payment or a Permitted Investment meets the criteria of more than one of the categories described in Section 4.07(b)(1) through Section 4.07(b)(28) above, or is permitted pursuant to Section 4.07(a) or the definition of "Permitted Investments", the Company and any Permitted Affiliate Parent will be entitled to classify such Restricted Payment (or portion thereof) or Permitted Investment (or portion thereof) on the date of its payment or later reclassify such Restricted Payment (or portion thereof) or Permitted Investment (or portion thereof) in any manner that complies with this Section 4.07 or the definition of "Permitted Investments".

(d) The amount of all Restricted Payments (other than cash) shall be the fair market value (as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent) on the date of or, at the option of the Company or a Permitted Affiliate Parent, at the time of contractually agreeing to such, such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Company, such Permitted Affiliate Parent 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.

Section 4.08 ***Limitation on Restrictions on Distributions from Restricted Subsidiaries***

(a) The Company and any Permitted Affiliate Parent will not, and will not permit any Restricted Subsidiary (other than any Restricted Subsidiary that is a Guarantor) 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 any Restricted Subsidiary that is a Guarantor) to:

(1) pay dividends or make any other distributions on its Capital Stock or pay any Indebtedness or other obligations owed to the Company, any Permitted Affiliate Parent or any Restricted Subsidiary;

(2) make any loans or advances to the Company, any Permitted Affiliate Parent or any Restricted Subsidiary; or

(3) transfer any of its property or assets to the Company, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent or any Restricted Subsidiary to other Indebtedness Incurred by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary, shall not be deemed to constitute such an encumbrance or restriction.

(b) Section 4.08(a) will not prohibit:

(1) any encumbrance or restriction pursuant to an agreement in effect at or entered into on the Signing Date, including, without limitation, this Agreement, the other Finance Documents, the Existing Payables Financing Program Documents, the Payables Financing Program Documents, the Existing Senior Secured Notes Indentures, the Existing Senior Notes Indentures, the Existing Security Documents, the Senior Credit Facility, the Intercreditor Deeds, and in each case, any related documentation, in each case, as in effect on the Signing 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, any Permitted Affiliate Parent or any Restricted Subsidiary, or was designated as a Permitted Affiliate Parent or Affiliate Subsidiary, or on or before the date on which such agreement or instrument is assumed by the Company, any Permitted Affiliate Parent 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, a Permitted Affiliate Parent or a Restricted Subsidiary or was merged or consolidated with or into the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, or was designated as a Permitted Affiliate Parent or an Affiliate 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, any Permitted Affiliate Parent or any Restricted Subsidiary other than the assets and property so acquired and prov*ided, further*, that for the purposes of this Section 4.08(b)(2), 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, any Permitted Affiliate Parent 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 Section 4.08(b)(1), Section 4.08(b)(2) or this Section 4.08(b)(3) or contained in any amendment, supplement, restatement or other modification to an agreement referred to in Section 4.08(b)(1), Section 4.08(b)(2) or this Section 4.08(b)(3); *provided, however*, that the encumbrances and restrictions, taken as a whole, with respect to such Restricted Subsidiary contained in any such agreement are no less favorable in any material respect to the Finance Parties than the encumbrances and restrictions contained in such agreements referred to in Section 4.08(b)(1) or Section 4.08(b)(2) (as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent);

(4) in the case of Section 4.08(a)(3), any encumbrance or restriction:

(A) 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;

(B) contained in Liens permitted under this Agreement securing Indebtedness of the Company, a Permitted Affiliate Parent 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;

(C) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary; or

(D) contained in operating leases for real property and restricting only the transfer of such real property upon the occurrence and during the continuance of a default in the payment of rent;

(5) any encumbrance or restriction pursuant to (A) Purchase Money Obligations for property acquired in the ordinary course of business or (B) Capitalized Lease Obligations permitted under this Agreement, in each case, that either (i) impose encumbrances or restrictions of the nature described in Section 4.08(a)(3) on the property so acquired or (ii) are customary in connection with Purchase Money Obligations, Capitalized Lease Obligations and mortgage financings for property acquired in the ordinary course of business;

(6) any encumbrance or restriction arising in connection with, or any contractual requirement incurred with respect to, any Purchase Money Note, other Indebtedness or a Qualified Receivables Transaction relating exclusively to a Receivables Entity that, as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent, are necessary to effect such Qualified Receivables Transaction;

(7) any encumbrance or restriction (A) with respect to a Restricted Subsidiary (or any of its property or assets) imposed pursuant to an agreement (or option to enter into such contract) 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 or (B) arising by reason of contracts for the sale of assets, including customary restrictions with respect to a Subsidiary pursuant to an agreement that has been entered into for the sale and disposition of all or substantially all assets of such Subsidiary or conditions imposed by governmental authorities or otherwise resulting from dispositions required by governmental authorities;

(8) (A) customary provisions in leases, asset sale agreements, joint venture agreements and other agreements and instruments entered into by the Company, any Permitted Affiliate Parent or any Restricted

Subsidiary in the ordinary course of business or (B) in the case of a joint venture or a Subsidiary that is not a Wholly-Owned Subsidiary, encumbrances, restrictions and conditions imposed by its organizational documents or any related shareholders, joint venture or other agreements (including restrictions on the payment of dividends or other distributions);

(9) encumbrances or restrictions arising or existing by reason of applicable law or any applicable rule, regulation, governmental license, order, concession, franchise, or permit 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, Commodity Agreements or Interest Rate Agreements;

(12) any encumbrance or restriction arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be Incurred subsequent to the Signing Date pursuant to Section 4.09 if (A) the encumbrances and restrictions taken as a whole are not materially less favorable to the Lender than the encumbrances and restrictions contained in this Agreement, the other Finance Documents, the Existing Payables Financing Program Documents, the Payables Financing Program Documents, the Existing Senior Secured Notes Indentures, the Existing Senior Notes Indentures, the Existing Security Documents, the Senior Credit Facility, the Intercreditor Deeds, and in each case, any related documentation, in each case, as in effect on the Signing Date (as conclusively determined in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent) or (B) such encumbrances and restrictions taken as a whole are not materially more disadvantageous to the Lender than is customary in comparable financings (as conclusively determined in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent) and, in each case, either (i) the Company or a Permitted Affiliate Parent reasonably believes that such encumbrances and restrictions will not materially affect the Borrower's ability to make principal or interest payments on the Loans as and when they come due or (ii) such encumbrances and restrictions apply only if a default occurs in respect of a payment or financial covenant relating to such Indebtedness; and

(13) any encumbrance or restriction arising by reason of customary non-assignment provisions in agreements.

Section 4.09 ***Limitation on Indebtedness***

(a) The Company and any Permitted Affiliate Parent will not, and will not permit any of the Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness); *provided, however*, that the Company, any Permitted Affiliate Parent 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 (1) the Consolidated Net Leverage Ratio would not exceed 4.00 to 1.00, and (2) the Consolidated Net Leverage Ratio (including, for the avoidance of doubt, Indebtedness constituting Subordinated Obligations of the Company, a Permitted Affiliate Parent and any Restricted Subsidiary as set forth in clauses (1)(A)(iv) and (1)(A)(v) of the definition of "Consolidated Net Leverage Ratio") would not exceed 5.00 to 1.00.

(b) Section 4.09(a) will not prohibit the Incurrence of the following Indebtedness:

(1) Indebtedness of the Company, any Permitted Affiliate Parent and any of the Restricted Subsidiaries under Credit Facilities, and any Refinancing Indebtedness in respect thereof, in the aggregate principal amount at any one time outstanding not to exceed:

(A) an amount equal to the greater of (i)(a) £3,500.0 million plus (b) the amount of any Credit Facilities Incurred under Section 4.09(a) or any other provision of this Section 4.09(b) to acquire any property, other assets or shares of Capital Stock of a Person and (ii) 5.0% of Total Assets; plus

(B) any accrual or accretion of interest that increases the principal amount of Indebtedness under Credit Facilities; plus

(C) in the case of any refinancing of any Indebtedness permitted under Section 4.09(b)(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 or a Permitted Affiliate Parent owing to and held by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary (other than a Receivables Entity) or Indebtedness of

a Restricted Subsidiary owing to and held by the Company, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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, such Permitted Affiliate Parent or such Restricted Subsidiary, as the case may be, not permitted by this Section 4.09(b)(2);

(3) Indebtedness under this Agreement;

(4) any Indebtedness (other than the Indebtedness described in Section 4.09(b)(1), Section 4.09(b)(2) and Section 4.09(b)(3)) outstanding on the Signing Date (and the guarantees thereof), including the Existing Senior Notes, Existing Senior Secured Notes and the Senior Credit Facility (after giving *pro forma* effect to the repayment of the 2018 VM Financing Facility Agreement);

(5) any Refinancing Indebtedness Incurred in respect of any Indebtedness described in Section 4.09(b)(3), Section 4.09(b)(4), this Section 4.09(b)(5), Section 4.09(b)(6), Section 4.09(b)(8), Section 4.09(b)(13), Section 4.09(b)(16), Section 4.09(b)(18), Section 4.09(b)(19), Section 4.09(b)(20), Section 4.09(b)(21), or Section 4.09(b)(23) or Incurred pursuant to Section 4.09(a);

(6) Indebtedness of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary Incurred after the Signing Date (A) Incurred and outstanding on the date on which such Person was acquired by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or is merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or designated a Permitted Affiliate Parent or an Affiliate Subsidiary, (B) 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 Permitted Affiliate Parent or a Restricted Subsidiary or was otherwise acquired by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or designated a Permitted Affiliate Parent or an Affiliate Subsidiary, or (C) Incurred and outstanding on the date on which such Person was acquired by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or is merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or designated a Permitted Affiliate Parent or an Affiliate Subsidiary (other than Indebtedness Incurred in contemplation of the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was otherwise acquired by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or designated a Permitted Affiliate Parent or an Affiliate Subsidiary); *provided, however*, that with respect to Section 4.09(b)(6)(A) and Section 4.09(b)(6)(B) only, immediately following the consummation of the acquisition of such Restricted Subsidiary by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or such other transaction, (i) the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries would have been able to Incur £1.00 of additional Indebtedness pursuant to Section 4.09(a) after giving pro forma effect to the relevant acquisition or other transaction and the Incurrence of such Indebtedness pursuant to this Section 4.09(b)(6) or (ii) the Consolidated Net Leverage Ratio would not be greater than immediately prior to such acquisition or such other transaction;

(7) [Reserved];

(8) Indebtedness consisting of (A) mortgage financings, asset backed 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 (including, without limitation, in respect of tenant improvement) of property (real or personal), plant, equipment or other assets (including, without limitation, network assets) used or useful in the business of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or (B) Indebtedness otherwise Incurred to finance the purchase, lease, rental or cost of design, development, construction, installation or improvement (including, without limitation, in respect of tenant improvement) of property (real or personal), plant, equipment or other assets (including, without limitation, network assets) used or useful in the business of the Company, a Permitted Affiliate Parent or a 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 Section 4.09(b)(8), will not exceed the greater of (i) £250.0 million and (ii) 3.0% of Total Assets at any time outstanding so long as such Indebtedness exists on the date of, or commissioning of, or contracting for, such purchase, design, development, construction, installation or improvement, or is created within 270 days thereafter;

(9) Indebtedness in respect of (A) workers' compensation claims, casualty or liability insurance, self-insurance obligations, performance (including insurance policies), bid, indemnity, surety, judgment, appeal, completion, 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, a Permitted Affiliate Parent or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business (or consistent with past practice or industry practice) or in respect of any government requirement, including, but not limited to, those Incurred to secure health, safety and environmental obligations or rental obligations, (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 (or consistent with past practice or industry practice) or in respect of any government requirement, including, but not limited to, letters of credit or similar instruments in respect of casualty or liability insurance, self-insurance, unemployment insurance, workers compensation obligations, health disability or other benefits, pensions-related obligations and other social security laws, (C) the financing of insurance premiums or take-or-pay obligations contained in supply agreements, in each case, 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, a Permitted Affiliate Parent or a Restricted Subsidiary providing for indemnification, guarantees or obligations in respect of earn-outs or adjustment of purchase price or similar obligations, in each case, Incurred or assumed in connection with the acquisition or disposition of any business, assets or Capital Stock of the Company, a Permitted Affiliate Parent or 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 (in the case of dispositions) or paid (in the case of acquisitions) by the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries in connection with such disposition or acquisition, as applicable;

(11) Indebtedness arising from (A) Bank Products and (B) 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 in the case of this Section 4.09(b)(11)(B), such Indebtedness is extinguished within thirty Business Days of Incurrence;

(12) guarantees by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary of Indebtedness or any other obligation or liability of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary (other than of any Indebtedness Incurred by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary in violation of this Section 4.09) provided, however, that if the Indebtedness being guaranteed is subordinated in right of payment to the Obligations, then such guarantee shall be subordinated substantially to the same extent as the relevant Indebtedness guaranteed;

(13) Indebtedness with Affiliates reasonably required to effect or consummate any Post-Closing Reorganization and/or a Permitted Tax Reorganization;

(14) Subordinated Shareholder Loans Incurred by the Company or a Permitted Affiliate Parent;

(15) [Reserved];

(16) Indebtedness of the Company, a Permitted Affiliate Parent 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 Section 4.09(b)(16) and then outstanding, will not exceed 100% of the Net Cash Proceeds received by the Company or a Permitted Affiliate Parent from the issuance or sale (other than to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary) of its Subordinated Shareholder Loans or Capital Stock or otherwise contributed to the equity of the Company or a Permitted Affiliate Parent, in each case, subsequent to February 22, 2013 (and in each case, other than through the issuance of Disqualified Stock, Preferred Stock or an Excluded Contribution); *provided, however*, that (A) any such Net Cash Proceeds that are so received or contributed shall be excluded for purposes of making Restricted Payments under Section 4.07(a)(C)(ii), Section 4.07(a)(C)(iii) and Section 4.07(b)(1) to the extent the Company, any Permitted Affiliate Parent or any Restricted Subsidiary Incurs Indebtedness in reliance thereon and (B) any Net Cash Proceeds that are so received or contributed shall be excluded for purposes of Incurring

Indebtedness pursuant to this Section 4.09(b)(16) to the extent the Company, a Permitted Affiliate Parent or any Restricted Subsidiary makes a Restricted Payment under Section 4.07(a)(C)(ii), Section 4.07(a)(C)(iii) and Section 4.07(b)(1);

(17) Indebtedness of the Company, any Permitted Affiliate Parent or any 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, any Permitted Affiliate Parent or any Restricted Subsidiary (including, without limitation, any VAT liabilities));

(18) Indebtedness of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary Incurred pursuant to (A) the guarantees hereof and (B) any guarantees of Indebtedness of any Parent; *provided* that, for the purpose of this Section 4.09(b)(18), (i) on the date of such Incurrence and after giving effect thereto on a pro forma basis the Consolidated Net Leverage Ratio would not exceed 5.00 to 1.00 (for the avoidance of doubt, outstanding Indebtedness for the purpose of calculating the Consolidated Net Leverage Ratio under this clause (B) shall include any Indebtedness represented by guarantees by the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries of Indebtedness of any Parent) and (ii) such guarantees shall be subordinated in right of payment to the Facilities and the guarantees hereof;

(19) Indebtedness pursuant to any Permitted Financing Action and any Refinancing Indebtedness in respect thereof;

(20) (A) Indebtedness arising under (i) any arrangements to fund a production where such funding is only repayable from the distribution revenues of that production or (ii) Production Facilities provided that the aggregate amount of Indebtedness under all Production Facilities incurred pursuant to this clause (ii) does not exceed the greater of (x) £200.0 million and (y) 1.0% of Total Assets at any time outstanding; and (B) any Refinancing Indebtedness of any Indebtedness Incurred under Section 4.09(b)(20)(A);

(21) Indebtedness of the Company, any Permitted Affiliate Parent, or any Restricted Subsidiary that constitutes Subordinated Obligations; *provided* that on the date of such Incurrence and after giving effect thereto on a *pro forma* basis the Consolidated Net Leverage Ratio would not exceed 5.00 to 1.00;

(22) Indebtedness Incurred constituting reimbursement obligations with respect to letters of credit issued and bank guarantees in the ordinary course of business provided to lessors of real property or otherwise in connection with the leasing of real property and letters of credit in connection with the maintenance of, or pursuant to the requirements of, environmental or other permits or licenses in respect of any government requirement, or other Indebtedness with respect to reimbursement type obligations regarding the foregoing; *provided, however*, that upon the drawing of such letters of credit or the Incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or Incurrence;

(23) in addition to the items referred to in Section 4.09(b)(1) through Section 4.09(b)(22) above, Indebtedness of the Company, any Permitted Affiliate Parent or Indebtedness of 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 Section 4.09(b)(23) and then outstanding, will not exceed the greater of (A) £300.0 million and (B) 5.0% of Total Assets at any time outstanding; and

(24) Indebtedness arising under borrowing facilities provided by a special purpose vehicle notes issuer to the Company, any Permitted Affiliate Parent, or any Restricted Subsidiary in connection with the issuance of notes or other similar debt securities intended to be supported primarily by the payment obligations of the Company, any Permitted Affiliate Parent, or any Restricted Subsidiary in connection with any vendor financing platform.

(c) For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this Section 4.09:

(1) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in Section 4.09(a) and Section 4.09(b), the Company, in its sole discretion, will classify such item of Indebtedness on the date of its Incurrence and only be required to include the amount and type of such Indebtedness in one of such clauses and will be permitted on the date of such Incurrence to divide and classify an item of Indebtedness in more than one of the types of Indebtedness described in Section 4.09(a) and Section 4.09(b), and, from time to time, may reclassify all or a portion of such Indebtedness, in any manner that complies with this Section 4.09;

(2) 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;

(3) if obligations in respect of letters of credit are Incurred pursuant to any Credit Facility and are being treated as Incurred pursuant to Section 4.09(a) or Section 4.09(b)(1), Section 4.09(b)(16), Section 4.09(b)(20), or Section 4.09(b)(23) and the letters of credit relate to other Indebtedness, then such other Indebtedness shall not be included;

(4) the principal amount of any Disqualified Stock of the Company or a Permitted Affiliate Parent, 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;

(5) Indebtedness permitted by this Section 4.09 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 Section 4.09 permitting such Indebtedness;

(6) 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;

(7) in the event that the Company, a Permitted Affiliate Parent or a Restricted Subsidiary enters into or increases commitments under a revolving credit facility, enters into any commitment to Incur or issue Indebtedness or commits to Incur any Lien pursuant to clause (27) of the definition of "Permitted Liens", the Incurrence or issuance thereof for all purposes under this Section 4.09(c)(7), including without limitation for purposes of calculating the Consolidated Net Leverage Ratio, or usage of Sections 4.09(b)(1) through (23) above (if any) for borrowings and re-borrowings thereunder (and including issuance and creation of letters of credit and bankers' acceptances thereunder) will, at the Company's or a Permitted Affiliate Parent's option, either (a) be determined on the date of such revolving credit facility or such entry into or increase in commitments (assuming that the full amount thereof has been borrowed as of such date) or other Indebtedness, and, if such Consolidated Net Leverage Ratio test or other provision of this covenant is satisfied with respect thereto at such time, any borrowing or re-borrowing thereunder (and the issuance and creation of letters of credit and bankers' acceptances thereunder) will be permitted under this covenant irrespective of the Consolidated Net Leverage Ratio or other provision of this covenant at the time of any borrowing or re-borrowing (or issuance or creation of letters of credit or bankers' acceptances thereunder) (the committed amount permitted to be borrowed or re-borrowed (and the issuance and creation of letters of credit and bankers' acceptances) on a date pursuant to the operation of this sub-clause (a) shall be the "**Reserved Indebtedness Amount**" as of such date for purposes of the Consolidated Net Leverage Ratio and, to the extent of the usage of Sections 4.09(b)(1) through (23) above (if any), shall be deemed to be Incurred and outstanding under such clauses) or (b) be determined on the date such amount is borrowed pursuant to any such facility or increased commitment, and in the case of sub-clause (a) of this Section 4.09(c)(7), the Company or any Permitted Affiliate Parent may revoke any such determination at any time and from time to time; and

(8) with respect to Indebtedness Incurred under a Credit Facility, re-borrowings of amounts previously repaid pursuant to "cash sweep" or "clean down" provisions or any similar provisions under a Credit Facility that provide that Indebtedness is deemed to be repaid periodically shall only be deemed for the purposes of this covenant to have been Incurred on the date such Indebtedness was first Incurred and not on the date of any subsequent re-borrowing thereof.

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 Section 4.09. 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.

If at any time an Unrestricted Subsidiary becomes a Permitted Affiliate Parent or a Restricted Subsidiary, any Indebtedness of such Unrestricted Subsidiary shall be deemed to be Incurred by a Permitted Affiliate Parent or a Restricted Subsidiary as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under this Section 4.09, the Company shall be in Default of this Section 4.09).

(e) For purposes of determining compliance with any pound 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 or first Incurred (whichever yields the lower Sterling Equivalent), 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 pound sterling-dominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such pound 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 Section 4.09, the maximum amount of Indebtedness that the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries may Incur pursuant to this Section 4.09 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.

(f) The Company and any Permitted Affiliate Parent will not Incur, and will not permit any Guarantor to Incur, any Indebtedness that is contractually subordinated in right of payment to any other Indebtedness of the Company, any Permitted Affiliate Parent or any Guarantor that ranks *pari passu* with or subordinated to the Obligations, as applicable, unless such Indebtedness is also contractually subordinated in right of payment to the Facilities and, if applicable, the guarantee of the Facilities by the person Incurring such Indebtedness, on substantially identical terms (as conclusively determined in good faith by the Board of Directors or senior management of the Company or the Permitted Affiliate Parent); *provided, however*, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Company, any Permitted Affiliate Parent or any Guarantor 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.

(g) For purposes of determining compliance with (1) Section 4.09(a) and (2) any other provision of the Finance Documents which requires the calculation of any financial ratio or test, including the Consolidated Net Leverage Ratio, the Sterling Equivalent principal amount of Indebtedness denominated in a foreign currency (if such Indebtedness has not been swapped into pound sterling, or if such Indebtedness has been swapped into a currency other than pound sterling) shall be calculated using the same weighted average exchange rates for the relevant period used in the Consolidated financial statements of the Virgin Reporting Entity for calculating the Sterling Equivalent of Consolidated EBITDA denominated in the same currency as the currency in which such Indebtedness is denominated or into which it has been swapped.

Section 4.10 ***Limitation on Sales of Assets and Subsidiary Stock***

(a) The Company and any Permitted Affiliate Parent will not, and will not permit any of the Restricted Subsidiaries to, make any Asset Disposition unless:

(1) the Company, such Permitted Affiliate Parent 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 conclusively determined in good faith by the Board of Directors or senior management of the Company or such Permitted Affiliate Parent (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, such Permitted Affiliate Parent 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, such Permitted Affiliate Parent or such Restricted Subsidiary, as the case may be:

(A) to the extent the Company, any Permitted Affiliate Parent 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 (including the Facilities), any Permitted Affiliate Parent or any Guarantor or Indebtedness of a Restricted Subsidiary that is not a Guarantor (in each case other than Indebtedness owed to the Company, a Permitted Affiliate Parent or an Affiliate of the Company)

within 395 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, such Permitted Affiliate Parent or such Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) (except in the case of any revolving Indebtedness) to be permanently reduced in an amount equal to the principal amount so prepaid, repaid or purchased; or

(B) to the extent the Company, such Permitted Affiliate Parent or such Restricted Subsidiary elects to invest in or commit to invest in Additional Assets within 395 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 or a Permitted Affiliate Parent that is executed or approved within such time will satisfy this requirement, so long as such investment is consummated within 6 months of such 395th day;

provided that pending the final application of any such Net Available Cash in accordance with Section 4.10(a)(3)(A) or Section 4.10(a)(3)(B), the Company, such Permitted Affiliate Parent or such Restricted Subsidiary may temporarily reduce Indebtedness or otherwise invest such Net Available Cash in any manner not prohibited by this Agreement.

(b) Any Net Available Cash from Asset Dispositions that is not applied or invested or committed to be applied as provided in Section 4.10(a) will be deemed to constitute "**Excess Proceeds**". Notwithstanding Section 4.10(a), to the extent that the Company, any Permitted Affiliate Parent or the Restricted Subsidiaries comply with the requirements of the Existing Senior Secured Notes Indentures (or any similar terms in an instrument or agreement governing Senior Indebtedness) with respect to the requirement to make an Asset Disposition Offer (as defined in the Existing Senior Secured Notes Indentures) with Excess Proceeds, then the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries shall be deemed to be in compliance with this Section 4.10.

(c) For the purposes of this Section 4.10, the following will be deemed to be cash:

(1) the assumption by the transferee (or extinguishment of debt or liabilities in connection with the transactions relating to such Asset Dispositions) of Indebtedness and any other liabilities (as recorded on the balance sheet of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or in the footnotes thereto, or if Incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been reflected on such balance sheet or in the footnotes thereof if such Incurrence or accrual had taken place on or prior to the date of such balance sheet, as determined conclusively in good faith by the Company or a Permitted Affiliate Parent) (other than Subordinated Obligations of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary that is a Guarantor) of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary from all liability on such Indebtedness in connection with such Asset Disposition (in which case the Company will, without further action, be deemed to have applied such deemed cash to Indebtedness in accordance with Section 4.10(a)(3)(A));

(2) securities, notes or other obligations received by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary from the transferee that are convertible by the Company, such Permitted Affiliate Parent or such Restricted Subsidiary into cash or Cash Equivalents within 180 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, any Permitted Affiliate Parent and each 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, any Permitted Affiliate Parent or any Restricted Subsidiary;

(5) any Designated Non-Cash Consideration received by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary in such Asset Dispositions having an aggregate fair market value not to exceed 25.0% of the consideration from such Asset Disposition (excluding any consideration received from such Asset Disposition in accordance with Section 4.10(c)(1) to 4.10(c)(4)) (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received, or, at the option of the Company or a Permitted Affiliate Parent, at the time of contractually agreeing to such Asset Disposition, and without giving effect to subsequent changes in value);

(6) in addition to any Designated Non-Cash Consideration received pursuant to Section 4.10(c)(5), any Designated Non-Cash Consideration received by the Company, any Permitted Affiliate Parent 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 Section 4.10(c)(6) that is at that time outstanding, not to exceed the greater of (i) £250.0 million and (ii) 5.0% of Total Assets (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received, or, at the option of the Company or a Permitted Affiliate Parent, at the time of contractually agreeing to such Asset Disposition, and without giving effect to subsequent changes in value); and

(7) any Capital Stock or assets of the kind referred to in the definition of "Additional Assets".

Section 4.11 ***Limitation on Affiliate Transactions***

(a) The Company and any Permitted Affiliate Parent 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 or any Permitted Affiliate Parent (an "**Affiliate Transaction**") involving aggregate value in excess of £50.0 million, unless:

(1) the terms of such Affiliate Transaction are not materially less favorable, taken as a whole, to the Company, such Permitted Affiliate Parent 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 (or, in the event that there are no comparable transactions involving Persons who are not Affiliates of the Company, such Permitted Affiliate Parent or such Restricted Subsidiary to apply for comparative purposes, is otherwise on terms that, taken as a whole, the Company, such Permitted Affiliate Parent or such Restricted Subsidiary has determined conclusively in good faith to be fair to the Company, such Permitted Affiliate Parent or such Restricted Subsidiary); and

(2) in the event such Affiliate Transaction involves an aggregate consideration in excess of £100.0 million, the terms of such transaction have been approved by either (i) a majority of the members of the Board of Directors or (ii) the senior management, of the Company, such Permitted Affiliate Parent or such Restricted Subsidiary, as applicable.

(b) Section 4.11(a) will not apply to:

(1) any Restricted Payment permitted to be made pursuant to Section 4.07 or any Permitted Investment;

(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, any Permitted Affiliate Parent, any Restricted Subsidiary 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, in each case in the ordinary course of business;

(3) loans or advances to employees, officers or directors (or guarantees in favour of third parties, loans and advances) in the ordinary course of business of the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries, but in any event not to exceed £15.0 million in the aggregate amount outstanding at any one time with respect to all loans or advances made since the Signing Date;

(4) (A) any transaction between or among the Company, a Permitted Affiliate Parent and a Restricted Subsidiary (or an entity that becomes a Permitted Affiliate Parent or a Restricted Subsidiary in connection with such transaction) or between or among Restricted Subsidiaries (or an entity that becomes a Permitted Affiliate Parent or a Restricted Subsidiary in connection with such transaction); and (B) any guarantees issued by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary for the benefit of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (or an entity that becomes a Permitted Affiliate Parent or a Restricted Subsidiary in connection with such transaction), as the case may be, in accordance with Section 4.09;

(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 this Agreement, which, taken as a whole, are fair to the Company, the relevant Permitted Affiliate Parent or Restricted Subsidiary, as applicable, or are on terms not materially less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(6) loans or advances to any Affiliate of the Company or a Permitted Affiliate Parent by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, *provided that* the terms of such loan or advance are fair to the Company or the relevant Permitted Affiliate Parent or Restricted Subsidiary, as the case may be, or are on terms not materially less favorable than those that could reasonably have been obtained from an unaffiliated party;

(7) the payment of reasonable and customary fees paid to, and indemnity provided on behalf of, directors, executives or officers of any Parent, the Company, a Permitted Affiliate Parent or any Restricted Subsidiary;

(8) the performance of obligations of the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries under (A) the terms of any agreement to which the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries is a party as of or on the Signing Date or (B) any agreement entered into after the Signing Date on substantially similar terms to an agreement under Section 4.11(b)(8)(A), in each case, as these agreements may be amended, modified, supplemented, extended or renewed from time to time; *provided, however*, that any such agreement or amendment, modification, supplement, extension or renewal to such agreement, in each case, entered into after the Signing Date will be permitted to the extent that its terms are not materially more disadvantageous to the Lender than the terms of the agreements in effect on the Signing Date;

(9) any transaction with (i) a Receivables Entity effected as part of a Qualified Receivables Transaction, acquisitions of Permitted Investments in connection with a Qualified Receivables Transaction, and other Investments in Receivables Entities consisting of cash or Securitization Obligations or (ii) an Affiliate in respect of Non-Recourse Indebtedness;

(10) the issuance of Capital Stock or any options, warrants or other rights to acquire Capital Stock (other than Disqualified Stock) of the Company, a Permitted Affiliate Parent or an Affiliate Subsidiary to any Affiliate of the Company or such Permitted Affiliate Parent;

(11) the payment to any Permitted Holder of all reasonable expenses Incurred by any Permitted Holder in connection with its direct or indirect investment in the Company, a Permitted Affiliate Parent and their respective Subsidiaries and unpaid amounts accrued for prior periods;

(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 the greater of £15.0 million and 0.5% of Total Assets in any calendar year, (2) for financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including without limitation in connection with loans, capital market transactions, hedging and other derivative transactions, acquisitions or divestitures, or (3) of Parent Expenses;

(13) guarantees of indebtedness, hedging and other derivative transactions and other obligations not otherwise prohibited under this Agreement;

(14) if not otherwise prohibited under this Agreement, 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 Net Leverage Ratio for the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries would not exceed 4.00 to 1.00) of the Company or a Permitted Affiliate Parent to any Parent of the Company or a Permitted Affiliate Parent 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 this Agreement; *provided that* the terms and conditions of any such transaction or agreement as applicable to the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries, taken as a whole are fair to the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries and are on terms not materially less favorable to the Company, any Permitted Affiliate Parent 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 (or, in the event that there are no comparable transactions involving Persons who are not Affiliates of the Company, a Permitted Affiliate Parent or such Restricted Subsidiary to apply for comparative purposes, is otherwise on terms that, taken as a whole, the Company, a Permitted Affiliate Parent or such Restricted Subsidiary has determined conclusively in good faith to be fair to the Company, such Permitted Affiliate Parent or such Restricted Subsidiary);

(16) (A) transactions with Affiliates in their capacity as holders of indebtedness or Capital Stock of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, so long as such Affiliates are not treated materially 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 Company, a Permitted Affiliate Parent or any Restricted Subsidiary, so long as such Affiliates are not treated materially more favorably 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, a Permitted Affiliate Parent, a Restricted Subsidiary or any other Person not otherwise prohibited by this Agreement and any payments or other transactions pursuant to a tax sharing agreement or arrangement between the Company, a Permitted Affiliate Parent and any other Person or a Restricted Subsidiary and any other Person with which the Company, a Permitted Affiliate Parent or any of the Restricted Subsidiaries files a consolidated tax return or with which the Company, a Permitted Affiliate Parent 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 the Company, any Permitted Affiliate Parent or any Restricted Subsidiary and a Parent and/or an Affiliate of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary, in each case, to effect or facilitate the transfer of any property or asset from the Company, any Permitted Affiliate Parent and/or any Restricted Subsidiary to another Restricted Subsidiary, Permitted Affiliate Parent and/or the Company, as applicable;

(20) [Reserved];

(21) any transaction reasonably necessary to effect the Post-Closing Reorganizations, a Permitted Tax Reorganization and/or a Spin-Off;

(22) any transaction in the ordinary course of business between or among the Company, any Permitted Affiliate Parent or any Restricted Subsidiary and any Affiliate of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary 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, a Permitted Affiliate Parent or a Restricted Subsidiary owns an equity interest in or otherwise controls such Unrestricted Subsidiary, joint venture or similar entity;

(23) commercial contracts entered into in the ordinary course of business between an Affiliate of the Company or a Permitted Affiliate Parent and the Company, a Permitted Affiliate Parent or any Restricted Subsidiary that are on arm's length terms or on a basis that senior management of the Company, a Permitted Affiliate Parent reasonably believes allocates costs fairly;

(24) any Permitted Financing Action; and

(25) any transactions between the Company, a Permitted Affiliate Parent or any Restricted Subsidiary and the Virgin Reporting Entity or any of its Subsidiaries.

Section 4.12 ***Limitation on Liens***

(a) The Company and any Permitted Affiliate Parent 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 upon any of their respective property or assets (including Capital Stock of Restricted Subsidiaries), whether owned on the Signing Date or acquired after that date, except Permitted Liens; *provided* that the Company, any Permitted Affiliate Parent, or any Restricted Subsidiary may create, Incur, or suffer to exist, a Lien upon any property or asset (such Lien, the "**Initial Lien**"), if, contemporaneously with the Incurrence of such Initial Lien, effective provision is made to secure the Indebtedness due under the Finance Documents equally and ratably with (or prior to, in the case of Liens with respect to Subordinated Obligations of the Company, such Permitted Affiliate Parent or a Restricted Subsidiary, as the case may be) the Indebtedness secured by such Initial Lien for so long as such Indebtedness is so secured.

(b) Any Lien created pursuant to the proviso described in Section 4.12(a) in favor of the Lender will be automatically and unconditionally released and discharged upon (1) the release and discharge of the Initial Lien to which it relates or (2) any sale, exchange or transfer to any Person other than the Company, a Permitted Affiliate Parent or any Restricted Subsidiary of the property or assets secured by such Initial Lien or (3) the full and final payment of all amounts payable by the Borrower under the Finance Documents.

(c) For purposes of determining compliance with this Section 4.12, (1) a Lien need not be Incurred solely by reference to one category of Permitted Liens, but may be Incurred under any combination of such categories (including in part under one such category and in part under any other such category) and (2) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Company shall, in its sole discretion, divide, classify or may subsequently reclassify at any time such Lien (or any portion thereof) in any manner that complies with this Section 4.12 and the definition of "Permitted Liens".

(d) With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "**Increased Amount**" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms or in the form of common stock, the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock of the same class, accretion of original issue discount or liquidation preference, any fees, underwriting discounts, accrued and unpaid interest, premiums and other costs and expenses incurred in connection therewith and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Section 4.13 ***[RESERVED]***

Section 4.14 ***[RESERVED]***

Section 4.15 ***[RESERVED]***

Section 4.16 ***[RESERVED]***

Section 4.17 ***[RESERVED]***

Section 4.18 ***[RESERVED]***

Section 4.19 ***Suspension of Covenants on Achievement of Investment Grade Status***

If, during any period after the Signing Date, the Facilities or the corporate rating of the Virgin Group 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 Company or a Permitted Affiliate Parent will notify the Administrator (acting on behalf of the Lender) of this fact and beginning on the date such status was achieved, the provisions of Sections 4.07, 4.08, 4.09, 4.10, 4.11 and 5.01(a)(3) and any related default provisions of this Agreement will be suspended and will not, during such Investment Grade Status Period, be applicable to the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries. 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 this Agreement 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 Facilities or the corporate rating of the Virgin Group, as the case may be, to maintain Investment Grade Status (the "**Reinstatement Date**"). The Company or a Permitted Affiliate Parent will promptly notify the Administrator (acting on behalf of the Lender) in writing of any failure of the Facilities or the corporate rating of the Virgin Group, as the case may be, to maintain Investment Grade Status and the Reinstatement Date.

Section 4.20 ***[RESERVED]***

Section 4.21 ***[RESERVED]***

Section 4.22 ***[RESERVED]***

Section 4.23 ***[RESERVED]***

Section 4.24 ***[RESERVED]***

Section 4.25 ***Limited Condition Transaction***

(a) In connection with any action being taken in connection with a Limited Condition Transaction, for purposes of determining compliance with any provision of this Agreement which requires that no Default or Event of Default, as applicable, has occurred, is continuing or would result from any such action, as applicable, such condition shall, at the option of the Company or a Permitted Affiliate Parent, be deemed satisfied, so long as no Default or Event of Default, as applicable, exists on the date the definitive agreement (or other relevant definitive documentation) for such Limited Condition Transaction is entered into. For the avoidance of doubt, if the Company or a Permitted Affiliate Parent has exercised its option under the first sentence of this Section 4.25(a), and any Default or Event of Default occurs following the date such definitive agreement for a Limited Condition Transaction is entered into and prior to the consummation of such Limited Condition

Transaction, any such Default or Event of Default shall be deemed to not have occurred or be continuing for purposes of determining whether any action being taken in connection with such Limited Condition Transaction is permitted hereunder.

(b) In connection with any action being taken in connection with a Limited Condition Transaction for purposes of:

(1) determining compliance with any provision of this Agreement which requires the calculation of any financial ratio or test, including the Consolidated Net Leverage Ratio; or

(2) testing baskets set forth in this Agreement (including baskets measured as a percentage or multiple, as applicable, of Total Assets or Pro forma EBITDA);

in each case, at the option of the Company or a Permitted Affiliate Parent (the Company's or a Permitted Affiliate Parent's election to exercise such option in connection with any Limited Condition Transaction, an "**LCT Election**"), the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreement (or other relevant definitive documentation) for such Limited Condition Transaction is entered into (the "**LCT Test Date**"); *provided, however*, that the Company or a Permitted Affiliate Parent shall be entitled to subsequently elect, in its sole discretion, the date of consummation of such Limited Condition Transaction instead of the LCT Test Date as the applicable date of determination, and if, after giving pro forma effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any Incurrence of Indebtedness and the use of proceeds thereof), as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of "Pro forma EBITDA" and "Consolidated Net Leverage Ratio", the Company, a Permitted Affiliate Parent or any Restricted Subsidiary could have taken such action on the relevant LCT Test Date in compliance with such ratio, test or basket, such ratio, test or basket shall be deemed to have been complied with.

(c) If the Company or a Permitted Affiliate Parent has made an LCT Election and any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date are exceeded as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in Pro forma EBITDA or Total Assets, of the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries or the Person or assets subject to the Limited Condition Transaction (as if each reference to the "Company" or a "Permitted Affiliate Parent" in such definition was to such Person or assets) at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations. If the Company or a Permitted Affiliate Parent has made an LCT Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any ratio, test or basket availability under this Agreement (including with respect to the Incurrence of Indebtedness or Liens, or the making of Asset Dispositions, acquisitions, mergers, the conveyance, lease or other transfer of all or substantially all of the assets of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or the designation of an Unrestricted Subsidiary) on or following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio, test or basket shall be calculated on a pro forma basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any Incurrence of Indebtedness and the use of proceeds thereof) have been consummated.

Section 5.01 ***Merger and Consolidation***

(a) The Borrower will not consolidate with, or merge with or into, or convey, transfer or lease all or substantially all of 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 England and Wales, any member state of the European Union on the Signing Date, Bermuda, the Cayman Islands, or the United States, any State of the United States or the District of Columbia and the Successor Company (if not the Borrower) will expressly assume, by executing and delivering an accession agreement to this Agreement, to the Administrator (acting on behalf of the Lender), in form satisfactory to the Administrator (acting on behalf of the Lender) acting reasonably, all the obligations of the Borrower under the Finance Documents to which it is a party;

(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, any Permitted Affiliate Parent and the Restricted Subsidiaries, or such Successor Company would be able to Incur at least an additional £1.00 of Indebtedness pursuant to Section 4.09(a) or (B) the Consolidated Net Leverage Ratio of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries (including such Successor Company) or such Successor Company would be no greater than that of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries immediately prior to giving effect to such transaction; and

(4) the Company shall have delivered to the Administrator (acting on behalf of the Lender) an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer complies with this Agreement; *provided that* in giving such opinion, such counsel may rely on an Officer's Certificate as to compliance with Section 5.01(a)(2) and Section 5.01(a)(3) above and as to any matters of fact.

(b) A 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, a Permitted Affiliate Parent or another Guarantor or other than in connection with a transaction that does not constitute an Asset Disposition or a transaction that is permitted under Section 4.10, unless:

(1) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(2) either:

(A) the Successor Company assumes all the obligations of that Guarantor under the Finance Documents to which such Guarantor is a party pursuant to agreements reasonably satisfactory to the Administrator (acting on behalf of the Lender); or

(B) the Net Cash Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of this Agreement.

(c) For purposes of this Section 5.01, 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 Borrower or a Guarantor which properties and assets, if held by the Borrower or such Guarantor, as applicable, instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Borrower 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 Borrower or such Guarantor, as applicable.

(d) The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Borrower or the relevant Guarantor, as the case may be, under the Finance Documents, and upon such substitution, the predecessor to the Successor Company will be released from its obligations under the Finance Documents, but, in the case of a lease of all or substantially all its assets, the predecessor to the Successor Company will not be released from the obligation to pay the principal of and interest on the Facilities.

(e) The provisions set forth in this Section 5.01 shall not restrict (and shall not apply to): (1) any Restricted Subsidiary that is not a Guarantor from consolidating with, merging or liquidating into or transferring all or substantially all of its properties and assets to the Company, a Permitted Affiliate Parent, a Guarantor or any other Restricted Subsidiary that is not a Guarantor; (2) any Guarantor from merging or liquidating into or transferring all or part of its properties and assets to the Company, a Permitted Affiliate Parent or another Guarantor; (3) any consolidation or merger of the Borrower into any Guarantor, provided that, for the purposes of this clause (3) of Section 5.01(e), if the Borrower is not the surviving entity of such merger or consolidation, the relevant Guarantor will assume the obligations of the Borrower under the Finance Documents and clauses (1) and (4) under Section 5.01(a) shall apply to such transaction; (4) any consolidation, merger or transfer of assets effected as part of the Post-Closing Reorganizations and/or Permitted Tax Reorganizations; (5) any Solvent Liquidation; and (6) the Borrower or any Guarantor consolidating into or merging or combining with an Affiliate incorporated or organized for the purpose of changing the legal domicile of such entity, reincorporating such entity in another jurisdiction, or changing the legal form of such entity, provided that, for the purposes of this clause (6) of Section 5.01(e), clauses (1), (2) and (4) under Section 5.01(a) or clauses (1) or (2) under Section 5.01(b), as the case may be, shall apply to any such transaction.

SCHEDULE 6
EVENTS OF DEFAULT

Unless otherwise specified herein, (i) references in this Schedule 6 (Events of Default) to sections of Section 4 or Section 5 are to those sections of Schedule 5 (Covenants) and (ii) defined terms used in this Schedule 6 (Events of Default) shall bear the meanings given to them in Schedule 7 (Additional Definitions) or as otherwise given to them in Clause 1.1 (Definitions) of this Agreement. The provisions of this Schedule are to be interpreted in accordance with New York law (without prejudice to the fact that the Finance Documents are to be governed by English law).

Section 6.01 ***Events of Default***

(a) Each of the following is an "Event of Default":

(1) default in any payment of interest on any Loan when due, which has continued for 30 days;

(2) default in the payment of principal of or premium, if any, on any Loan when due at its Termination Date, upon mandatory prepayment, or otherwise;

(3) failure by any Obligor to comply for 60 days after notice specified in this Agreement with its other agreements contained in the Finance Documents; *provided, however*, that the Company or a Permitted Affiliate Parent 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 Section 4.03 so long as the Company or a Permitted Affiliate Parent is, as applicable, attempting to cure such failure as promptly as reasonably practicable;

(4) 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, any Permitted Affiliate Parent or any of the Restricted Subsidiaries (or the payment of which is guaranteed by the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries), other than Indebtedness owed to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists, or is created after the Signing Date, which default:

(A) is caused by a failure to pay principal of such Indebtedness at its Stated Maturity after giving effect to any applicable 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 £100.0 million or more;

(5) (A) a proceeding is commenced seeking a decree or order for (i) relief in respect of the Company, any Permitted Affiliate Parent, a Significant Subsidiary, or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary, in an involuntary case under any applicable Bankruptcy Law, (ii) appointment of a receiver, liquidator, assignee, custodian, trustee, examiner, administrator, sequestrator or similar official of the Company, any Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary, or for all or substantially all of the property and assets of the Company, any Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary, or (iii) the winding up or liquidation of the affairs of the Company, any Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary (other than a solvent winding up or liquidation in connection with a transfer of assets among the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries) and, in each case, such proceeding shall remain unstayed and in effect for a period of 30 consecutive days; or (B) other than in relation to a solvent winding up or liquidation in connection with a transfer of assets among the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries, the Company, any Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary (i) commences a voluntary case

(including taking any action for the purpose of winding up) under any applicable Bankruptcy Law, or consents to the entry of an order for relief in an involuntary case under any such law, (ii) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, examiner, administrator, sequestrator or similar official of the Company, any Permitted Affiliate Parent, a Significant Subsidiary, or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary, or for all or substantially all of the property and assets of the Company, any Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary, or (iii) effects any general assignment for the benefit of creditors;

(6) failure by the Company, a Permitted Affiliate Parent or any Significant Subsidiary to pay final judgments aggregating in excess of £100.0 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**"); or

(7) any guarantee of the Finance Documents (pursuant to Clause 14 of this Agreement) of a Significant Subsidiary ceases to be in full force and effect (except in accordance with the terms of this Agreement) or is declared invalid or unenforceable in a judicial proceeding and such Default continues for 60 days after notice specified in this Agreement (the "**guarantee failure provision**").

However, a default under Section 6.01(a)(3) or Section 6.01(7) will not constitute an Event of Default until the Administrator (acting on behalf of the Lender) notifies the Company of the default and the Company does not cure such default within the time specified in Section 6.01(a)(3) or Section 6.01(7) after receipt of such notice.

If a Default occurs and is continuing and is actually known to the Administrator (acting on behalf of the Lender), the Administrator (acting on behalf of the Lender) 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, or interest, if any, on any Loan, the Administrator (acting on behalf of the Lender) may withhold notice if and so long as the Administrator (acting on behalf of the Lender) in good faith determines that withholding notice is in the interests of the Lender. Any notice of default or Event of Default, notice of acceleration or instruction, or notice to take any other action with respect to an alleged default or Event of Default, may not be given with respect to any action taken, and reported publicly or to the Lender, more than two years prior to such notice or instruction. In addition, the Company or a Permitted Affiliate Parent is required to deliver to the Administrator (acting on behalf of the Lender), 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 or a Permitted Affiliate Parent also is required to deliver to the Administrator (acting on behalf of the Lender), 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 or a Permitted Affiliate Parent is taking or proposing to take in respect thereof.

With respect to any Default or Event of Default, the words "exists", "is continuing" or similar expressions with respect thereto shall mean that the Default or Event of Default has occurred and has not yet been cured or waived. If any Default or Event of Default occurs due to (a) the failure by any person to take any action by a specified time, such Default or Event of Default shall be deemed to have been cured at the time, if any, that the applicable person takes such action or (b) the taking of any action by any person that is not then permitted by the terms of this Agreement or any other Finance Document, such Default or Event of Default shall be deemed to be cured on the earlier to occur of (i) the date on which such action would be permitted at such time to be taken under this Agreement and the other Finance Documents and (ii) the date on which such action is unwound or otherwise modified to the extent necessary for such revised action to be permitted at such time by this Agreement and the other Finance Documents. If any Default or Event of Default occurs that is subsequently cured (a "**Cured Default**"), any other subsequent Default or Event of Default resulting from the taking or omitting to take any action by any person, which subsequent Default or Event of Default would not have arisen had the Cured Default not occurred, shall be deemed to be cured automatically upon, and simultaneously with, the cure of the Cured Default. Notwithstanding anything to the contrary in this paragraph, a Default or Event of Default (the "**Initial Default**") may not be cured pursuant to this paragraph:

(a) in the case of an Initial Default described in clause (b) of the second sentence of this paragraph, if an Officer of the Company had Knowledge at the time of taking any such action that such Initial Default had occurred and was continuing; or

(b) if the Administrator (acting on behalf of the Lender) shall have declared all the Notes to be due and payable immediately pursuant to the provisions described under "Events of Default" prior to the date such Initial Default would have been deemed to be cured under this paragraph.

For purposes of the paragraph above, "**Knowledge**" shall mean, with respect to an Officer of the Company, (i) the actual knowledge of such individual or (ii) the knowledge that such individual would have obtained if such individual had acted in good faith to discharge his or her duties with the same level of diligence and care as would reasonably be expected from an officer in a substantially similar position.

Notwithstanding anything to the contrary herein, (i) if a Default occurs for a failure to deliver a required certificate in connection with an Initial Default then at the time such Initial Default is cured, such Default for a failure to report or deliver a required certificate in connection with the Initial Default will also be cured without any further action and (ii) any Default or Event of Default for the failure to comply with the time periods prescribed in the covenant entitled "—Reports", or otherwise to deliver any notice or certificate pursuant to any other provision of this Agreement shall be deemed to be cured upon the delivery of any such report required by such covenant or notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in this Agreement.

SCHEDULE 7
ADDITIONAL DEFINITIONS

Unless otherwise specified herein, (i) references in this Schedule 7 (Additional Definitions) to sections of Section 4 or Section 5 are to those sections of Schedule 5 (Covenants); (ii) references in this Schedule 7 to sections of Section 6 are to those sections of Schedule 6 (Events of Default); and (iii) defined terms used in this Schedule 7 (Additional Definitions) shall bear the meanings given to them in this Schedule 7 (Additional Definitions) or as otherwise given to them in Clause 1.1 (Definitions) of this Agreement. The provisions of this Schedule 7 (Additional Definitions) are to be interpreted in accordance with New York law (without prejudice to the fact that the Finance Documents are to be governed by English law).

"*2006 Indenture*" means the indenture dated as of July 25, 2006 between Virgin Media Secured Finance, NTL Incorporated, NTL:Telewest LLC, NTL Holdings Inc., NTL (UK) Group, Inc., NTL Communications Limited, NTL Investment Holdings Limited, The Bank of New York, as trustee and paying agent and The Bank of New York (Luxembourg) S.A. as Luxembourg paying agent.

"*2016 VM Financing Facility Agreement"* means the facility agreement dated as of October 6, 2016 (as amended, supplemented, waived or otherwise modified from time to time, including as amended and restated by an amendment and restatement agreement dated May 1, 2020), among the Company, as borrower, together with, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited, as guarantors and Virgin Media Receivables Financing Notes II Designated Activity Company, as lender.

"*2018 VM Financing Facility Agreement*" means the facility agreement dated as of April 4, 2018 (as amended, supplemented, waived or otherwise modified from time to time, including as amended and restated by an amendment and restatement agreement dated May 1, 2020), among the Company, as borrower, together with, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited, as guarantors and Virgin Media Receivables Financing Notes II Designated Activity Company, as lender.

"*Acquired Indebtedness*" means Indebtedness (1) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or (2) 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 (1) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of such acquisition of assets.

"*Additional Assets*" means:

(1) any property or assets (other than Indebtedness and Capital Stock) to be used by the Company, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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 Subsidiary*" means any Subsidiary of the Ultimate Parent (other than a Subsidiary of the Company or a Permitted Affiliate Parent) that provides a guarantee hereunder following the Signing Date.

"*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 or

shares required by applicable law to be held by a Person other than the Company, a Permitted Affiliate Parent or a Restricted Subsidiary), property or other assets (each referred to for the purposes of this definition as a "disposition") by the Company, a Permitted Affiliate Parent 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 a Permitted Affiliate Parent or by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (other than a Receivables Entity) to a Restricted Subsidiary or by the Company to any Permitted Affiliate Parent or any Permitted Affiliate Parent to the Company;

(2) the sale or disposition of cash, Cash Equivalents or Investment Grade Securities in the ordinary course of business;

(3) a disposition of inventory, equipment, trading stock, communications capacity or other assets in the ordinary course of business;

(4) a sale, lease, transfer or other disposition, or a series of related sales, leases, transfers, issuances or dispositions that are part of a common plan, of obsolete, surplus or worn out equipment or other equipment and assets that are no longer useful in the conduct of the business of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries;

(5) transactions permitted under Section 5.01 or a transaction that constitutes a Change of Control;

(6) an issuance of Capital Stock or other securities by a Restricted Subsidiary to the Company, a Permitted Affiliate Parent or to another Restricted Subsidiary;

(7) (a) for purposes of Section 4.10 only, the making of a Permitted Investment or a disposition permitted to be made under Section 4.07, or (b) solely for the purpose of Section 4.10(a)(3), a disposition, the proceeds of which are used to make Restricted Payments permitted to be made under Section 4.07 or Permitted Investments;

(8) dispositions of assets of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary, or the issuance or sale of Capital Stock of any Restricted Subsidiary, in a single transaction or series of related transactions with an aggregate fair market value in any calendar year of less than the greater of £50.0 million and 3.0% of Total Assets (with unused amounts in any calendar year being carried over to the next succeeding year subject to a maximum of the greater of £50.0 million and 3.0% of Total Assets of carried over amounts for any calendar year);

(9) dispositions in connection with Permitted Liens;

(10) dispositions of receivables or related assets 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 assignment, licensing or sublicensing of intellectual property or other general intangibles and assignments, licenses, sublicenses, leases or subleases of spectrum or other property;

(12) foreclosure, condemnation or similar action with respect to any property, securities or other assets;

(13) the sale or discount (with or without recourse, and on customary or commercially reasonable terms) of receivables 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, and Investments in a Receivables Entity consisting of cash or Securitization Obligations;

(15) a transfer of Receivables and related assets of the type specified in the definition of "Qualified Receivables Transaction" (or a fractional undivided interest therein) by a Receivables Entity in a Qualified Receivables Transaction;

(16) any disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;

(17) 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, a Permitted Affiliate Parent 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;

(18) any surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind;

(19) (a) disposals of assets, rights or revenue not constituting part of the Distribution Business of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries, and (b) other disposals of non-core assets acquired in connection with any acquisition permitted under this Agreement;

(20) any disposition or expropriation of assets or Capital Stock which the Company, any Permitted Affiliate Parent or any Restricted Subsidiary is required by, or made in response to concerns raised by, a regulatory authority or court of competent jurisdiction;

(21) any disposition of other interests in other entities in an amount not to exceed £10.0 million;

(22) any disposition of real property, provided that the fair market value of the real property disposed of in any calendar year does not exceed the greater of £50.0 million and 3.0% of Total Assets (with unused amounts in any calendar year being carried over to the next succeeding year, subject to a maximum of the greater of £50.0 million and 3.0% of Total Assets of carried over amounts for any calendar year);

(23) any disposition of assets to a Person who is providing services related to such assets, the provision of which have been or are to be outsourced by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary to such Person;

(24) any disposition of Investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding agreements; provided that any cash or Cash Equivalents received in such disposition is applied in accordance with Section 4.10;

(25) any sale or disposition with respect to property built, repaired, improved, owned or otherwise acquired by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary pursuant to customary sale and lease-back transactions, asset securitizations and other similar financings permitted by this Agreement;

(26) the sale or disposition of the Towers Assets;

(27) any dispositions constituting the surrender of tax losses by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (A) to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary; (B) to the Ultimate Parent or any of its Subsidiaries (other than the Company, a Permitted Affiliate Parent or a Restricted Subsidiary); or (C) in order to eliminate, satisfy or discharge any tax liability of any Person that was formerly a Subsidiary of the Ultimate Parent which has been disposed of pursuant to a disposal permitted by the terms of this Agreement, to the extent that the Company, a Permitted Affiliate Parent or a Restricted Subsidiary would have a liability (in the form of an indemnification obligation or otherwise) to one or more Persons in relation to such tax liability if not so eliminated, satisfied or discharged;

(28) any other disposal of assets comprising in aggregate percentage value of 10.0% or less of Total Assets; and

(29) contractual arrangements under long-term contracts with customers entered into by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary in the ordinary course of business which are treated as sales for accounting purposes; *provided* that there is no transfer of title in connection with such contractual arrangement.

In the event that a transaction (or any portion thereof) meets the criteria of a disposition permitted under clauses (1) through (29) above and would also be a Restricted Payment permitted to be made under Section 4.07 or a Permitted Investment, the Company, in its sole discretion, will be entitled to divide and classify such transaction (or a portion thereof) as a disposition permitted under clauses (1) through (29) above and/or one or more of the types of Restricted Payments permitted to be made under Section 4.07 or Permitted Investments.

"*Bank Products*" means (i) any facilities or services related to cash management, cash pooling, treasury, depository, overdraft, commodity trading or brokerage accounts, credit or debit card, p-cards (including purchasing cards or commercial cards), electronic funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade financial services or other cash management and cash pooling arrangements and (ii) daylight exposures of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary in respect of banking and treasury arrangements entered into in the ordinary course of business.

"*Bankruptcy Law*" means Title 11, United States Bankruptcy Code of 1978, or any similar United States federal or state law or relevant law in any jurisdiction or organization or similar foreign law (including, without limitation, laws of England and Wales and Scotland, relating to moratorium, bankruptcy, insolvency, receivership, winding up, liquidation, reorganization or relief of debtors) or any amendment to, succession to or change in any such law.

"*Board of Directors*" means, as to any Person, the board of directors of such Person or any duly authorized committee thereof; *provided*, that (1) if and for so long as the Company or a Permitted Affiliate Parent is a Subsidiary of the Ultimate Parent, any action required to be taken under this Agreement by the Board of Directors of the Company or a Permitted Affiliate Parent can, in the alternative, at the option of the Company or such Permitted Affiliate Parent, as applicable, be taken by the Board of Directors of the Ultimate Parent and (2) following consummation of a Spin-Off, any action required to be taken under this Agreement by the Board of Directors of the Company or a Permitted Affiliate Parent can, in the alternative, at the option of the Company or Permitted Affiliate Parent, be taken by the Board of Directors of the Spin Parent.

"*Business Division Transaction*" means any creation or participation in any joint venture with respect to any assets, undertakings and/or businesses of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries which comprise all or part of the Company's, a Permitted Affiliate Parent's or any Restricted Subsidiary's business division (or its predecessor or successors), to or with any other entity or person whether or not the Company, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent or any of the Restricted Subsidiaries and excluding any Subsidiary included in or owned by the Company's, a Permitted Affiliate Parent's or any Restricted Subsidiary's 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 Virgin Media Finance's unsecured senior notes with the longest maturity date at the date of the lease) exceeds 90.0% of the fair value of the asset.

"*Cash Equivalents*" means:

(1) securities or obligations issued, insured or unconditionally guaranteed by the United States government, the government of the United Kingdom, the relevant member state of the European Union as of January 1, 2004 (each, a "Qualified Country") or any agency or instrumentality thereof, in each case having maturities of not more than 24 months from the date of acquisition thereof;

(2) securities or obligations issued by any Qualified Country, or any political subdivision of any such Qualified Country, or any public instrumentality thereof, having maturities of not more than 24 months from the date of acquisition thereof and, at the time of acquisition, having an investment grade rating generally obtainable from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, then from another nationally recognized rating service in any Qualified Country);

(3) commercial paper issued by any lender party to a Credit Facility or any bank holding company owning any lender party to a Credit Facility;

(4) commercial paper maturing no more than 12 months after the date of acquisition thereof and, at the time of acquisition, having a rating of at least A-2 or P-2 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service in any Qualified Country);

(5) time deposits, eurodollar time deposits, bank deposits, certificates of deposit or bankers' acceptances maturing no more than two years after the date of acquisition thereof issued by any lender party to a Credit Facility or any other bank or trust company (x) having combined capital and surplus of not less than $250.0 million in the case of U.S. banks and $100.0 million (or the U.S. dollar equivalent thereof) in the case of non-U.S. banks or (y) 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 in any Qualified Country);

(6) auction rate securities rated at least Aa3 by Moody's and AA- by S&P (or, if at any time either S&P or Moody's shall not be rating such obligations, an equivalent rating from another nationally recognized rating service in any Qualified Country);

(7) repurchase agreements or obligations with a term of not more than 30 days for underlying securities of the types described in clauses (1), (2) and (5) above entered into with any bank meeting the qualifications specified in clause (5) above or securities dealers of recognized national standing;

(8) marketable short-term money market and similar funds (x) either having assets in excess of $250.0 million (or U.S. dollar equivalent thereof) or (y) having a rating of at least A-2 or P-2 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service in any Qualified Country);

(9) interests in investment companies or money market funds, 95% of the investments of which are one or more of the types of assets or instruments described in clauses (1) through (8) above; and

(10) in the case of investments by the Company, a Permitted Affiliate Parent or any Subsidiary organized or located in a jurisdiction other than the United States or a member state of the European Union (or any political subdivision or territory thereof), or in the case of investments made in a country outside the United States, other customarily utilized high-quality investments in the country where such Subsidiary is organized or located or in which such Investment is made, all as determined conclusively in good faith by the Company or a Permitted Affiliate Parent; *provided that* bank deposits and short term investments in local currency of any Restricted Subsidiary shall qualify as Cash Equivalents as long as the aggregate amount thereof does not exceed the amount reasonably estimated by such Restricted Subsidiary as being necessary to finance the operations, including capital expenditures, of such Restricted Subsidiary for the succeeding 90 days.

"*Change of Control*" means:

(1) Virgin Media Parent (a) ceases to be the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the U.S. Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of each of the Company and any Permitted Affiliate Parent and (b) ceases, by virtue of any powers conferred by the articles of association or other documents regulating each of the Company and any Permitted Affiliate Parent to, directly or indirectly, direct or cause the direction of management and policies of each of the Company and any Permitted Affiliate Parent;

(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 Company, any Permitted Affiliate Parent 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 U.S. Exchange Act) other than a Permitted Holder; or

(3) the adoption by the stockholders of the Company or any Permitted Affiliate Parent of a plan or proposal for the liquidation or dissolution of the Company or such Permitted Affiliate Parent, other than a transaction complying with Section 5.01;

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 Reorganizations, a Permitted Tax Reorganization or a Spin-Off.

"*Commodity Agreements*" means, in respect of a Person, any commodity purchase contract, commodity futures or forward contract, commodities option contract or other similar contract (including commodities derivative agreements or arrangements), to which such Person is a party or a beneficiary.

"*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 Signing Date, and includes, without limitation, all series and classes of such common stock.

"*Company*" means Virgin Media Investment Holdings Limited (company number 03173552) and any successor thereto.

"*Consolidated EBITDA*" means, for any period, without duplication, the Consolidated Net Income for such period, plus, at the option of the Company or a Permitted Affiliate Parent (except with respect to clauses (1) to (4) below) 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, disposition, recapitalization or the Incurrence of any Indebtedness permitted by this Agreement, in each case, as determined conclusively in good faith by an Officer of the Company or a Permitted Affiliate Parent;

(6) the amount of Management Fees and other fees and related expenses (including Intra-Group Services) paid in such period to the Permitted Holders to the extent permitted by Section 4.11;

(7) other non-cash charges reducing Consolidated Net Income (provided that if any such non-cash charge represents an accrual of or reserve for potential cash charges in any future period, the cash payment in respect thereof in such future period shall reduce Consolidated Net Income to such extent, and excluding amortization of a prepaid cash item that was paid in a prior 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) a receipt of cash payments in any future period, (B) the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income in any prior period and (C) any non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase Consolidated Net Income in such prior period);

(8) the amount of loss on the sale or transfer of any assets in connection with an asset securitization program, receivables factoring transaction or other receivables transaction (including, without limitation, a Qualified Receivables Transaction);

(9) Specified Legal Expenses;

(10) any net earnings or losses attributable to non-controlling interests;

(11) share of income or loss on equity Investments;

(12) any realized and unrealized gains or losses due to changes in fair value of equity Investments;

(13) an amount equal to 100.0% of the up-front installation fees associated with commercial contract installations completed during the applicable reporting period, less any portion of such fees included in Consolidated Net Income for such period, provided that the amount of such fees, to the extent amortized over the life of the underlying service contract, shall not be included in Consolidated Net Income in any future period;

(14) any fees or other amounts charged or credited to the Company, a Permitted Affiliate Parent or any Restricted Subsidiary related to Intra-Group Services may be excluded from the calculation of Consolidated EBITDA;

(15) any charges or costs in relation to any long-term incentive plan and any interest component of pension or post-retirement benefits schemes;

(16) Receivables Fees; and

(17) any gross margin (revenue minus cost of goods sold) recognized by an Affiliate of any of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary in relation to the sale of goods and services in relation to the business of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary.

"*Consolidated Income Taxes*" means taxes based on income, profits or capital of any of the Company, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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 or charges associated with Hedging Obligations;

(6) dividends or other distributions in respect of all Disqualified Stock of the Company and a Permitted Affiliate Parent and all Preferred Stock of any Restricted Subsidiary, to the extent held by Persons other than the Company, a Permitted Affiliate Parent or a Subsidiary of the Company or a Permitted Affiliate Parent;

(7) the Consolidated interest expense that was capitalized during such period; and

(8) interest actually paid by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, under any guarantee of Indebtedness or other obligation of any other Person.

Notwithstanding the foregoing, Consolidated Interest Expense shall not include (a) any interest accrued, capitalized or paid in respect of Subordinated Shareholder Loans, (b) any commissions, discounts, yield and other fees and charges related to Qualified Receivables Transactions, (c) any payments on any operating leases, including without limitation any payments on any lease, concession or license of property (or guarantee thereof) which would be considered an operating lease under GAAP, (d) any foreign currency gains or losses, or (e) any pension liability cost.

"*Consolidated Net Income*" means, for any period, net income (loss) of the Company, a Permitted Affiliate Parent 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 or a Permitted Affiliate Parent) if such Person is not a Restricted Subsidiary, except that (A) the Company's or a Permitted Affiliate Parent'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, a Permitted Affiliate Parent 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 or a Permitted Affiliate Parent'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, a Permitted Affiliate Parent or a Restricted Subsidiary;

(2) solely for the purpose of determining the amount available for Restricted Payments under Section 4.07(a)(C)(i), 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 or a Permitted Affiliate Parent 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 this Agreement and the other Finance Documents, (C) restrictions in effect on the Signing Date with respect to a Restricted Subsidiary (including pursuant to this Agreement, the other Finance Documents, the Existing Payables Financing Program Documents, the Payables Financing Program Documents, the Existing Senior Secured Notes Indentures, the Existing Senior Notes Indentures, the Existing Security Documents, the Senior Credit Facility, the Intercreditor Deeds, and in each case, any related documentation) and other restrictions with respect to any Restricted Subsidiary that, taken as a whole, are not materially less favorable to the Lender than restrictions in effect on the Signing Date and (D) restrictions as in effect on the Signing Date specified in Section 4.08(b)(8), or restrictions specified in Section 4.08(b)(10)), except that the Company's or a Permitted Affiliate Parent'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, a Permitted Affiliate Parent 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, held for sale or other disposition of any asset or disposed operations of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary which is not sold or otherwise disposed of in the ordinary course of business (as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent);

(4) any extraordinary, one-off, non-recurring, exceptional or unusual gain, loss, expense or charge, including any charges or reserves in respect of any restructuring, redundancy, relocation, refinancing, integration or severance or other post-employment arrangements, signing, retention or completion bonuses, transaction costs, acquisition costs, disposition costs, business optimization, information technology implementation or development costs, costs related to governmental investigations and curtailments or modifications to pension or postretirement benefits schemes, litigation or any asset impairment charges or the financial impacts of natural disasters (including fire, flood and storm and related events);

(5) at the option of the Company or a Permitted Affiliate Parent, any adjustments to reduce or eliminate the impact of the cumulative effect of a change in accounting principles or policies and changes as a result of the adoption or modification of accounting principles or policies;

(6) any stock-based compensation expense;

(7) all deferred financing costs written off and premiums paid in connection with any early extinguishment of Indebtedness and any net gain (loss), including financing costs that are expensed as incurred, from any extinguishment, modification, exchange or forgiveness of Indebtedness;

(8) any unrealized gains or losses in respect of Hedging Obligations;

(9) any goodwill, other intangible or tangible asset impairment charge or write-off;

(10) the impact of capitalized interest on Subordinated Shareholder Loans;

(11) any derivative instruments gains or losses, foreign exchange gains or losses, and gains or losses associated with fair value adjustment on financial instruments;

(12) at the option of the Company or any Permitted Affiliate Parent, effects of adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) pursuant to GAAP (including inventory, property, equipment, software, goodwill, intangible assets, in process research and development, deferred revenue and debt line items) attributable to the application of recapitalization accounting or purchase accounting, as the case may be, in relation to any consummated acquisition or joint venture investment or the amortization or write-off or write-down of amounts thereof, net of taxes;

(13) accruals and reserves that are established or adjusted within twelve months after the closing date of any acquisition that are so required to be established or adjusted as a result of such acquisition in accordance with GAAP; and

(14) any expenses, charges or losses to the extent covered by insurance or indemnity and actually reimbursed, or, so long as the Company, any Permitted Affiliate Parent or a Restricted Subsidiary has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer or indemnifying party and only to the extent that such amount is in fact reimbursed within 365 days of the date of the insurable or indemnifiable event (net of any amount so added back in any prior period to the extent not so reimbursed within the applicable 365-day period).

In addition, to the extent not already included in Consolidated Net Income, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall include the amount of proceeds received from business interruption insurance and reimbursements of any expenses and charges that are covered by indemnification or other reimbursement provisions in connection with any acquisition or Investment, or any sale, conveyance, transfer or other disposition of assets permitted under this Agreement.

"*Consolidated Net Leverage Ratio*", as of any date of determination, means the ratio of:

(1) (A) the outstanding Indebtedness of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries on a Consolidated basis as of such date and the Reserved Indebtedness Amount (to the extent applicable) as of such date, other than:

(i) any Indebtedness up to a maximum amount equal to the Credit Facility Excluded Amount (or its equivalent in other currencies) at the date of determination Incurred under any Permitted Credit Facility;

(ii) any Subordinated Shareholder Loans;

(iii) any Indebtedness incurred pursuant to Section 4.09(b)(23);

(iv) any Indebtedness which is a contingent obligation of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary; *provided* that any guarantee by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary of Indebtedness of Virgin Media Finance and/or any Parent (including, without limitation, any guarantees of the Existing Senior Notes) shall be included (A) for the purpose of calculating the Consolidated Net Leverage Ratio for purposes of Section 4.09(b)(18)(B), and (B) for the purposes of calculating the Consolidated Net Leverage Ratio in respect of the Incurrence of Indebtedness constituting Subordinated Obligations under Section 4.09(a)(2), Section 4.09(b)(6)(A), Section 4.09(b)(6)(B) and Section 4.09(b)(21) (including, for the avoidance of doubt, the granting of any Lien with respect to such Indebtedness pursuant to clause (42)(b) of definition of "Permitted Liens") only (but not for any other purpose under this Agreement);

(v) any Indebtedness that constitutes Subordinated Obligations; *provided* that for the purposes of calculating the Consolidated Net Leverage Ratio for the Incurrence of Indebtedness constituting Subordinated Obligations under Section 4.09(a)(2), Section 4.09(b)(6)(A), Section 4.09(b)(6)(B) and Section 4.09(b)(21) (including, for the avoidance of doubt, the granting of any Lien with respect to such Indebtedness pursuant to clause (42)(b) of definition of "Permitted Liens") and Section 4.09(b)(18)(B) only (but not for any other purpose under this Agreement), such Subordinated Obligations constituting Indebtedness shall be included in making such calculation;

(vi) any Indebtedness arising under the Production Facilities to the extent that it is limited recourse to the assets funded by such Production Facilities; and

(vii) any Indebtedness incurred pursuant to Section 4.09(b)(6)(C) for a period of six months following the date of completion of an acquisition referred to in Section 4.09(b)(6)(C);

less (B) the aggregate amount of cash and Cash Equivalents of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries on a Consolidated basis, to

(2) the Pro forma EBITDA for the Test Period,

provided, *however*, that the *pro forma* calculation of the Consolidated Net Leverage Ratio shall not give effect to (A) any Indebtedness Incurred on the date of determination pursuant to Section 4.09(b) or (B) the discharge on the date of determination of any Indebtedness to the extent that such discharge results from the proceeds Incurred pursuant to Section 4.09(b).

For the avoidance of doubt (i) in determining the Consolidated Net Leverage Ratio, no cash or Cash Equivalents shall be included that are the proceeds of Indebtedness in respect of which the calculation of the Consolidated Net Leverage Ratio is to be made and (ii) in connection with any Limited Condition Transaction, the Consolidated EBITDA and all outstanding Indebtedness of any company or business division or other assets to be acquired or disposed of pursuant to a signed purchase agreement (which may be subject to one or more conditions precedent) may be given pro forma effect for the purpose of Calculating the Consolidated Net Leverage Ratio.

"*Consolidation*" means the consolidation or combination of the accounts of each of the Company's Restricted Subsidiaries (excluding the Affiliate Subsidiaries) with those of the Company and each of a Permitted Affiliate Parent's Restricted Subsidiaries (excluding the Affiliate Subsidiaries) with those of such Permitted Affiliate Parent, in each case, in accordance with GAAP consistently applied and together with the accounts of the Affiliate Subsidiaries on a combined basis (including eliminations of intercompany transactions and balances, as appropriate); *provided, however*, that "*Consolidation*" will not include (i) consolidation or combination of the accounts of any Unrestricted Subsidiary, but the interest of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary in an Unrestricted Subsidiary will be accounted for as an Investment and (ii) at the Company's or a Permitted Affiliate Parent's election, any Receivables Entities. The term "Consolidated" has a correlative meaning.

"*Content*" means any production of and 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).

"*Credit Facility*" means, one or more debt facilities, arrangements, instruments, trust deeds, note purchase agreements, indentures, commercial paper facilities, overdraft facilities (including, without limitation, the Senior Credit Facility, any Permitted Credit Facility or any Production Facility), the Facilities 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, notes, bonds, debentures 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, this Agreement, a Permitted Credit Facility, a Production 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 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.

"*Credit Facility Excluded Amount*" means the greater of (1) £500.0 million (or its equivalent in other currencies) and (2) 0.25 multiplied by the Pro forma EBITDA of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries on a Consolidated basis for the Test Period.

"*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.

"*Designated Non-Cash Consideration*" means the fair market value (as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent) of non-cash consideration received by the Company, any Permitted Affiliate Parent 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 Section 4.10.

"*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, a Permitted Affiliate Parent 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 Termination Date of the Facilities, *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 or a Permitted Affiliate Parent 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 this Agreement) 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) provide that the Company or such Permitted Affiliate Parent 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 or such Permitted Affiliate Parent with Section 4.10 of Schedule 5 (Covenants) and Clause 7.3 of this Agreement, and such repurchase or redemption complies with Section 4.07.

"*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.

"*Equity Offering*" means (1) the distribution of Capital Stock of the Spin Parent in connection with any Spin-Off or (2) a sale of (a) Capital Stock of the Company or a Permitted Affiliate Parent (other than Disqualified Stock), (b) Capital Stock the proceeds of which are contributed as equity share capital to the Company or a Permitted Affiliate Parent or as Subordinated Shareholder Loans or (c) Subordinated Shareholder Loans.

"*Escrowed Proceeds*" means the proceeds from the offering of any debt securities or other Indebtedness paid into escrow accounts with an independent escrow agent on the date of the applicable offering or incurrence pursuant to escrow arrangements that permit the release of amounts on deposit in such escrow accounts upon satisfaction of certain conditions or the occurrence of certain events. The term "Escrowed Proceeds" shall include any interest earned on the amounts held in escrow.

"*European Union*" means the European Union, including member states as of May 1, 2004 but excluding any country which became or becomes a member of the European Union after May 1, 2004.

"*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 Company or a Permitted Affiliate Parent as capital contributions or Subordinated Shareholder Loans to the Company or a Permitted Affiliate Parent after February 22, 2013 or from the issuance or sale (other than to a Restricted Subsidiary) of Capital Stock (other than Disqualified Stock) of the Company or a Permitted Affiliate Parent, in each case to the extent designated as an Excluded Contribution pursuant to an Officer's Certificate of the Company or a Permitted Affiliate Parent.

"Existing *Payables Financing Program Documents"* means the 2016 VM Financing Facility Agreement and the documents ancillary thereto (including, without limitation, supply contracts and framework assignment agreements), each as may be amended, amended and/or restated, supplemented or otherwise modified from time to time.

"*Existing 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 Existing Senior Secured Notes Indentures 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 of the Existing Senior Secured Notes or notice of such pledge, assignment or grant is given.

"*Existing Senior Notes*" means the (i) $400 million original principal amount of 5.75% Senior Notes due 2025, (ii) €460 million original principal amount of 4.5% Senior Notes due 2025, (iii) $500 million original principal amount of 6.0% Senior Notes due 2024, (iv) $500 million original principal amount of 5.25% Senior Notes due 2022, (v) the $900 million original principal amount of 4.875% Senior Notes due 2022 and (vi) the £400 million original principal amount of 5.125% Senior Notes due 2022, in each case, issued by Virgin Media Finance pursuant to the relevant Existing Senior Notes Indenture.

"*Existing Senior Notes Indentures*" means collectively (i) the indenture, dated as of March 13, 2012, among Virgin Media Finance, the guarantors named therein, 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 October 30, 2012, among Virgin Media Finance, the guarantors named therein, 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 October 7, 2014, among Virgin Media Finance, the guarantors named therein, The Bank of New York Mellon, London Branch, as trustee, transfer agent and principal paying agent, The Bank of New York Mellon, as paying agent and The Bank of New York Mellon (Luxembourg) S.A. as registrar, as amended or supplemented from time to time and (iv) the indenture, dated as of January 28, 2015, among Virgin Media Finance, the guarantors named therein, The Bank of New York Mellon, London Branch, as trustee and principal paying agent, as amended or supplemented from time to time.

"*Existing Senior Secured Notes*" means (i) the $1,425 million original principal amount of 5.50% Senior Secured Notes due 2029, (ii) the £340 million original principal amount of 5.25% Senior Secured Notes due 2029, (iii) the £400 million original principal amount of 6.25% Senior Secured Notes due 2029, (iv) the £525 million original principal amount of 4.875% Senior Secured Notes due 2027, (v) the $750 million original principal amount of 5.5% Senior Secured Notes due 2026, (vi) the £675 million original principal amount of 5% Senior Secured Notes due 2027, (vii) £400 million original principal amount Fixed Rate Senior Secured Notes due 2030 and (viii) the £521.3 million original principal amount 6% Senior Secured Notes due 2025, in each case, issued by Virgin Media Secured Finance pursuant to the relevant Existing Senior Secured Notes Indenture.

"*Existing Senior Secured Notes Indentures*" means collectively (i) the indenture dated as of March 28, 2014 among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein, The Bank of New York Mellon, 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 March 30, 2015 among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein The Bank of New York Mellon, London Branch, as trustee, transfer agent and principal paying agent, The Bank of New York Mellon, as paying agent and registrar and The Bank of New York Mellon (Luxembourg) S.A., as registrar, as amended or supplemented from time to time, (iii) the indenture dated as of April 26, 2016 among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein The Bank of New York Mellon, London Branch, as trustee and principal paying agent and The Bank of New York Mellon, as paying agent, transfer agent and registrar, as amended or supplemented from time to time, (iv) the indenture dated as of February 1, 2017 among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein The Bank of New York Mellon, London Branch, as trustee, paying agent and transfer agent and The Bank of New York Mellon (Luxembourg) S.A., as registrar, as amended or supplemented from time to time, (v) the indenture dated as of March 21, 2017 among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein The Bank of New York Mellon, London Branch, as trustee, paying agent and transfer agent and The Bank of New York Mellon (Luxembourg) S.A., as registrar, as amended or supplemented from time to time, (vi) the indenture dated as of May 16, 2019, among Virgin Media Secured Finance, Virgin Media Finance and other the guarantors named therein BNY Mellon Corporate Trustee Services Limited, as trustee, The Bank of New York Mellon, London Branch, as principal paying agent and The Bank of New York Mellon SA/NV, Luxembourg Branch, as registrar and transfer agent, as amended or supplemented from time to time and (vii) the indenture dated as of October 15, 2019, among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein BNY Mellon Corporate Trustee Services Limited, as trustee, The Bank of New York Mellon, London Branch, as principal paying agent and The Bank of New York Mellon SA/NV, Luxembourg Branch, as registrar and transfer agent, as amended or supplemented from time to time.

"*fair market value*" unless otherwise specified, wherever such term is used in this Agreement (except as otherwise specifically provided in this Agreement), may be conclusively established by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent.

"*GAAP*" means generally accepted accounting principles in the United States as in effect as of the Signing Date or, for purposes of Section 4.03, as in effect from time to time; *provided that* at any date after the Signing Date the Company or any Permitted Affiliate Parent may make an election to establish that "GAAP" shall mean "GAAP" as in effect on a date that is on or prior to the date of such election. Except as otherwise expressly provided below or in this Agreement, all ratios and calculations based on GAAP contained in this Agreement shall be computed in conformity with GAAP. At any time after the Signing Date, the Company or a Permitted

Affiliate Parent may elect to apply for all purposes of this Agreement, in lieu of GAAP, IFRS and, upon such election, references to GAAP herein will be construed to mean IFRS as in effect on the Signing Date; *provided that* (1) all financial statements and reports to be provided, after such election, pursuant to this Agreement 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 financial statements of the Virgin Reporting Entity (but not the financial statements of a Permitted Affiliate Parent) shall be restated on the basis of IFRS for the 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 this Agreement shall, at the option of the Company or the Permitted Affiliate Parent (a) continue to be computed in conformity with GAAP (provided that, following such election, the annual and quarterly information required by Section 4.03(a)(1) and Section 4.03(a)(2) shall include a reconciliation, either in the footnotes thereto or in a separate report delivered therewith, of such GAAP presentation to the corresponding IFRS presentation of such financial information), or (b) be computed in conformity with IFRS with retroactive effect being given thereto assuming that such election had been made on the Signing Date. Thereafter, the Company or a Permitted Affiliate Parent may, at its option, elect to apply GAAP or IFRS and compute all ratios, computations and other determinations based on GAAP or IFRS, as applicable, all on the basis of the foregoing provisions of this definition of GAAP.

"*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. The term "guarantor" means the obligor under a guarantee.

"*Hedging Obligations*" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Commodity Agreement or Currency Agreement.

"*High Yield Intercreditor Deed*" means the High Yield Intercreditor Deed first entered into among Virgin Media Finance, the Company, Credit Suisse First Boston, The Bank of New York Mellon 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.

"*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.

"*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; *provided*, further, that any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder, subject to the definition of "Reserved Indebtedness Amount" (as defined in Section 4.09) and related provisions; and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing.

"*Indebtedness*" means, with respect to any Person (and with respect to the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries, on a Consolidated basis) 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; and

(4) 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 (a) any deposits or prepayments received by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary from a customer or subscriber for its service and any other deferred or prepaid revenue, (b) any obligations to make payments in relation to earn outs, (c) Indebtedness which is in the nature of equity (other than shares redeemable at the option of the holder on or before the Stated Maturity) or equity derivatives, (d) Lease Obligations, (e) receivables sold or discounted, whether recourse or non-recourse, including, for the avoidance of doubt, any indebtedness in respect of Qualified Receivables Transactions, including, without limitation, guarantees by a Receivables Entity of the obligations of another Receivables Entity and any indebtedness in respect of Limited Recourse, (f) pension obligations or any obligation under employee plans or employment agreements, (g) any "parallel debt" obligations to the extent that such obligations mirror other Indebtedness, (h) any payments or liability for assets acquired or services supplied deferred (including Trade Payables) (including, without limitation, any liability under an IRU Contract), (i) 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 (including, in each case, any accrued dividends), (j) any Hedging Obligations and (k) any Non-Recourse Indebtedness. 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.

"*Initial Public Offering*" means an Equity Offering of common stock or other common equity interests of the Company, a Permitted Affiliate Parent, the Spin Parent or any direct or indirect parent company of the Company, a Permitted Affiliate Parent or the Spin Parent (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 (including, for the avoidance of doubt, any such Equity Offering of common stock or other common equity interest of the Spin Parent in connection with any Spin-Off).

"*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 not materially less favorable, taken as a whole, to the Company, a Permitted Affiliate Parent 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) (or, in the event that there are no comparable transactions to apply for comparative purposes, is otherwise on terms that, taken as a whole, the Company or a Permitted Affiliate Parent has determined conclusively in good faith to be fair to the Company or a Permitted Affiliate Parent or such Restricted Subsidiary):

(1) the sale of programming or other content by the Ultimate Parent, Liberty Global, the Spin Parent or any of their respective Subsidiaries or any other direct or indirect holder of equity interests in the Company or any of its Affiliates to the Company, a Permitted Affiliate Parent or any Restricted Subsidiary;

(2) the lease or sublease of office space, other premises or equipment by the Company, a Permitted Affiliate Parent or the Restricted Subsidiaries to the Ultimate Parent, Liberty Global, the Spin Parent or

any of their respective Subsidiaries or any other direct or indirect holder of equity interest in the Company or any of its Affiliates by the Ultimate Parent, Liberty Global, the Spin Parent or any of their respective Subsidiaries or any other direct or indirect holder of equity interest in the Company or any of its Affiliates to the Company, a Permitted Affiliate Parent or the Restricted Subsidiaries;

(3) the provision or receipt of other goods, services, facilities or other arrangements (in each case not constituting Indebtedness) in the ordinary course of business, by the Company, a Permitted Affiliate Parent or the Restricted Subsidiaries to or from the Ultimate Parent, Liberty Global, the Spin Parent or any of their respective Subsidiaries or any other direct or indirect holder of equity interests in the Company or any of its Affiliates, including, without limitation, (a) the employment of personnel, (b) provision of employee healthcare or other benefits, including stock and other incentive plans, (c) acting as agent to buy or develop equipment, other assets or services or to trade with residential or business customers, and (d) the provision of treasury, audit, accounting, banking, strategy, IT, branding, marketing, network, technology, research and development, telephony, office, administrative, compliance, payroll or other similar services; and

(4) the extension by or to the Company, any Permitted Affiliate Parent or the Restricted Subsidiaries to or by the Ultimate Parent, Liberty Global, the Spin Parent or any of their respective Subsidiaries or any other direct or indirect holder of equity interests in the Company or any of its Affiliates 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) of this definition of Intra-Group Services.

"*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;

(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, a Permitted Affiliate Parent or a Subsidiary for consideration to the extent such consideration consists of Common Stock of the Company, a Permitted Affiliate Parent or a Parent.

For purposes of the definition of "Unrestricted Subsidiary" and Section 4.07:

(A) "Investment" will include the portion (proportionate to the Company's or a Permitted Affiliate Parent'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 of the Company or a Permitted Affiliate Parent 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 or such Permitted Affiliate Parent 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 or such Permitted Affiliate Parent's "Investment" in such Subsidiary at the time of such redesignation less (b) the portion (proportionate to the Company's or such Permitted Affiliate Parent's equity interest in such Subsidiary) of the fair market value of the net assets (as determined conclusively by the Board of Directors or senior management of the Company or such Permitted Affiliate Parent in good faith) of such Subsidiary at the time that such Subsidiary is so redesignated a Restricted Subsidiary; and

(B) any property transferred to or from an Unrestricted Subsidiary will be valued at its fair market value at the time of such transfer (or if earlier at the time of entering into an agreement to sell such property), in each case as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent.

If the Company, a Permitted Affiliate Parent 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 or a Permitted Affiliate Parent 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 conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent). The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced (at the Company or a Permitted Affiliate Parent's option) by any dividend, distribution, interest payment, return of capital, repayment or other amount or value received in respect of such Investment.

"*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 or any agency or instrumentality thereof (other than Cash Equivalents) or directly and fully guaranteed or insured by a member of the European Union, 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, a Permitted Affiliate Parent and their respective 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 Facilities or the corporate rating of the Virgin Group receive any two 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;

(2) a rating of "BBB-" (or the equivalent) or higher from Standard & Poor's Ratings Services, or any of its successors or assigns; and/or

(3) a rating of "BBB-" (or the equivalent) or higher from Fitch Ratings Inc. 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 or distributed in such Initial Public Offering.

"*IRU Contract*" means a contract entered into by Virgin Media Finance, the Company, any Permitted Affiliate Parent or a Restricted Subsidiary in the ordinary course of business in relation to the right to use capacity on a telecommunications cable system (including the right to lease such capacity to another person).

"*Joint Venture Parent*" means the joint venture entity formed in a Parent Joint Venture Transaction.

"*Lease Obligations*" means collectively obligations under any finance, capital or operating lease, in each case, as determined in accordance with GAAP.

"*Liberty Global*" means Liberty Global plc (company number 08379990) and any and all successors thereto.

"*Lien*" means any assignment, 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).

"*Limited Condition Transaction*" means (i) any Investment or acquisition, in each case, by one or more of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries of any assets, business or Person, the consummation of which is not conditioned on the availability of, or on obtaining, third party financing, (ii) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment and (iii) any Restricted Payment.

"*Limited Recourse*" means a letter of credit, revolving loan commitment, cash collateral account, guarantee or other credit enhancement issued by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary (other than a Receivables Entity) in connection with the incurrence of Indebtedness by a Receivables Entity under a Qualified Receivables Transaction; *provided that*, the aggregate amount of such letter of credit reimbursement obligations and the aggregate available amount of such revolving loan commitments, cash collateral accounts, guarantees or other such credit enhancements of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries (other than a Receivables Entity) shall not exceed 25% of the principal amount of such Indebtedness at any time.

"*Management Fees*" means any management, consultancy, stewardship or other similar fees payable by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, including any fees, charges and related expenses incurred by any Parent on behalf of and/or charged to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary.

"*Market Capitalization*" means an amount equal to (1) 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 (2) 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.

"*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, any Permitted Affiliate Parent or any Restricted Subsidiary after such Asset Disposition.

"*Net Cash Proceeds*" means, with respect to any issuance or sale of Capital Stock, Subordinated Shareholder Loans and/or other capital contributions, 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 Holdco*" means the direct or indirect Subsidiary of the Ultimate Parent following the Post-Closing Reorganizations.

"*Non-Recourse Indebtedness*" means any indebtedness of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (and not of any other Person), in respect of which the Person or Persons to whom such

indebtedness is or may be owed has or have no recourse whatsoever to the Company, any Permitted Affiliate Parent or a Restricted Subsidiary for any payment or repayment in respect thereof:

(1) other than recourse to the Company, any Permitted Affiliate Parent or a Restricted Subsidiary which is limited solely to the amount of any recoveries made on the enforcement of any collateral securing such indebtedness or in respect of any other disposition or realization of the assets underlying such indebtedness;

(2) provided that such Person or Persons are not entitled, pursuant to the terms of any agreement evidencing any right or claim arising out of or in connection with such indebtedness, to commence proceedings for the winding up, dissolution or administration of the Company, any Permitted Affiliate Parent or a Restricted Subsidiary (or proceedings having an equivalent effect) or to appoint or cause the appointment of any receiver, trustee or similar person or officer in respect of the Company, any Permitted Affiliate Parent or a Restricted Subsidiary or any of its assets until after the Facilities have been repaid in full; and

(3) *provided further* that the principal amount of all indebtedness Incurred and then outstanding pursuant to this definition does not exceed the greater of (i) £250.0 million and (ii) 5.0% of Total Assets.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the Finance Documents.

"*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, any Director, any member of the Board of Directors, the Treasurer, any Assistant Treasurer, the Secretary, or any Assistant Secretary, or any authorized signatory of such Person.

"*Officer's Certificate*" means a certificate signed by an Officer.

"*Opinion of Counsel*" means a written opinion from legal counsel who is reasonably acceptable to the Lender (or the Administrator, acting on behalf of the Lender). The counsel may be an employee of or counsel to the Company, a Permitted Affiliate Parent or the Lender.

"*ordinary course of business*" means the ordinary course of business of Virgin Media and its Subsidiaries and/or the Ultimate Parent and its Subsidiaries.

"*Parent*" means (i) the Ultimate Parent, (ii) any Subsidiary of the Ultimate Parent of which the Company or a Permitted Affiliate Parent is a Subsidiary on the Signing Date, (iii) any other Person of which the Company or a Permitted Affiliate Parent at any time is or becomes a Subsidiary after the Signing Date (including, for the avoidance of doubt, the Spin Parent and any Subsidiary of the Spin Parent following any Spin-Off) and (iv) any Joint Venture Parent, any Subsidiary of the Joint Venture Parent and any Parent Joint Venture Holders following any Parent Joint Venture Transaction.

"*Parent Expenses*" means:

(1) costs (including all professional fees and expenses) Incurred by any Parent or any Subsidiary of a 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 Finance Documents or any other agreement or instrument relating to Indebtedness of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary;

(2) indemnification obligations of any Parent or any Subsidiary of a 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 of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or the conduct of the business of the Company, any Permitted Affiliate Parent and any Restricted Subsidiary;

(3) obligations of any Parent or any Subsidiary of a Parent in respect of director and officer insurance (including premiums therefor) with respect to its ownership of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or the conduct of the business of the Company, any Permitted Affiliate Parent and any Restricted Subsidiary;

(4) general corporate overhead expenses, including professional fees and expenses and other operational expenses of any Parent or Subsidiary of a Parent related to the ownership, stewardship or operation of

the business (including, but not limited to, Intra-Group Services) of the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries, including acquisitions, dispositions or treasury transactions by the Company, a Permitted Affiliate Parent or the Restricted 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; and

(5) fees and expenses payable by any Parent in connection with a Post-Closing Reorganization and/or a Permitted Tax Reorganization.

"*Parent Joint Venture Holders*" means the holders of the share capital of the Joint Venture Parent.

"*Parent Joint Venture Transaction*" means a transaction pursuant to which a joint venture is formed by the contribution of some or all of the assets of a Parent or issuance or sale of shares of a Parent to one or more entities which are not Affiliates of the Ultimate Parent.

"*Payables Financing Program Documents*" means the Framework Assignment Agreement, the Accounts Payable Management Services Agreement and the documents ancillary thereto (including, without limitation, supply contracts), each as may be amended, amended and/or restated, supplemented or otherwise modified from time to time.

"*Permitted Asset Swap*" means the concurrent purchase and sale or exchange of related business assets (including, without limitation, securities of a Related Business) or a combination of such assets, cash and Cash Equivalents between the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries and another Person.

"*Permitted Business*" means any business:

(1) engaged in by any Parent, any Subsidiary of any Parent, the Company, any Permitted Affiliate Parent or any Restricted Subsidiary on the Signing Date;

(2) that consists of the upgrade, construction, creation, development, marketing, acquisition (to the extent permitted under this Agreement), 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 (including for the avoidance of doubt, mobile telephony), Internet services and content, high speed data transmission, video, multi-media and related activities);

(3) other activities that are reasonably similar, ancillary, complementary or related to, or a reasonable extension, development or expansion of, the businesses in which any Parent, any Subsidiary of any Parent, the Company, any Permitted Affiliate Parent or the Restricted Subsidiaries are engaged on the Signing Date, including, without limitation, all forms of television, telephony (including, for the avoidance of doubt, mobile 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 any such business.

"*Permitted Credit Facility*" means, one or more debt facilities or arrangements (including, without limitation, this Agreement and the Senior Credit Facility) that may be entered into by the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries providing for credit loans, letters of credit or other Indebtedness or other advances, in each case, Incurred in compliance with Section 4.09.

"*Permitted Financing Action*" means, (i) to the extent that any incurrence of Indebtedness or Refinancing Indebtedness is permitted pursuant to Section 4.09 (*Limitation on Indebtedness*), any transaction to facilitate or otherwise in connection with a cashless rollover of one or more lenders' or investors' commitments or funded Indebtedness in relation to the incurrence of that Indebtedness or Refinancing Indebtedness and/or (ii) any transaction with the Lender contemplated by or otherwise in connection with the Transaction Documents and the transactions related thereto.

"*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 clauses (1) or (2) above, and any successor to such Permitted Holder, Affiliate, or Related Person, (4) any Person who is acting as an underwriter in connection with any public or private offering of Capital Stock of the

Company or of a Permitted Affiliate Parent, acting in such capacity, and (5) 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, a Permitted Affiliate Parent and the Restricted Subsidiaries (taken as a whole) constitutes a Change of Control in respect of which a Change of Control Prepayment Offer is made in accordance with this Agreement and which the Company or any Permitted Affiliate Parent complies with the requirements of the Existing Senior Secured Notes Indentures (or any similar terms in an instrument or agreement governing Senior Indebtedness) with respect to the requirement to make a Change of Control Offer (as defined in the Existing Senior Secured Notes Indentures).

"*Permitted Investment*" means an Investment by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary in:

(1) the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (other than a Receivables Entity) or a Person which will, upon the making of such Investment, become a Permitted Affiliate Parent or 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, a Permitted Affiliate Parent or a Restricted Subsidiary (other than a Receivables Entity);

(3) cash and Cash Equivalents or Investment Grade Securities;

(4) receivables owing to the Company, a Permitted Affiliate Parent 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, any Permitted Affiliate Parent 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, such Permitted Affiliate Parent or such Restricted Subsidiary;

(7) Capital Stock, obligations, accounts receivables, or securities received in settlement of debts created in the ordinary course of business and owing to the Company, any Permitted Affiliate Parent 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, workout, recapitalization 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 Section 4.10 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) any Investment existing on the Signing Date or made pursuant to binding commitments in effect on the Signing Date or an Investment consisting of any extension, modification, replacement, renewal or reinvestment of any Investment or binding commitment existing on the Signing Date or made in compliance with Section 4.07; provided that the amount of any such Investment or binding commitment may be increased (a) as required by the terms of such Investment or binding commitment as in existence on the Signing Date (including as a result of the accrual or accretion of interest or original issue discount or the issuance of pay-in-kind securities) or (b) as otherwise permitted under this Agreement;

(10) Currency Agreements, Commodity Agreements and Interest Rate Agreements and related Hedging Obligations, which transactions or obligations are Incurred in compliance with Section 4.09;

(11) Investments by the Company, any Permitted Affiliate Parent 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 the greater of (i) £350.0 million and (ii) 5.0% 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 Permitted Affiliate Parent or a Restricted Subsidiary and such Person subsequently becomes a Permitted Affiliate

Parent or a Restricted Subsidiary or is subsequently designated a Restricted Subsidiary pursuant to Section 4.07, 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, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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 Section 4.09 and other guarantees (and similar arrangements) of obligations not constituting Indebtedness;

(14) pledges or deposits (a) with respect to leases or utilities provided to third parties in the ordinary course of business or (b) otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under Section 4.12;

(15) the Existing Senior Secured Notes;

(16) so long as no Default or Event of Default of the type specified in Section 6.01(a)(1) or Section 6.01(a)(2) of this Agreement 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 Net Leverage Ratio would not exceed 4.00 to 1.00;

(17) any Investment to the extent made using as consideration Capital Stock of the Company or a Permitted Affiliate Parent (other than Disqualified Stock), Subordinated Shareholder Loans or Capital Stock of any Parent;

(18) Investments acquired after the Signing Date as a result of the acquisition by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary, including by way of merger, amalgamation or consolidation with or into the Company, any Permitted Affiliate Parent or any Restricted Subsidiary in a transaction that is not prohibited by Section 5.01 after the Signing 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) Investments in Securitization Obligations;

(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, any Permitted Affiliate Parent or any Restricted Subsidiary (a) in exchange for any other Investment or accounts receivable held by the Company, such Permitted Affiliate Parent or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Company of such other Investment or accounts receivable or (b) as a result of a foreclosure by the Company, such Permitted Affiliate Parent 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) any transaction to the extent constituting an Investment that is permitted and made in accordance with Section 4.11(b) (except those transactions described in Section 4.11(b)(1), Section 4.11(b)(5), Section 4.11(b)(9), and Section 4.11(b)(22));

(24) Investments consisting of purchases and acquisitions of inventory, supplies, material, services or equipment or purchases of contract rights or licenses or leases of intellectual property;

(25) Investments consisting of the licensing or contribution of intellectual property pursuant to joint marketing arrangements;

(26) advances in the form of a prepayment of expenses, so long as such expenses are being paid in accordance with customary trade terms of the Company, a Permitted Affiliate Parent or the Restricted Subsidiaries;

(27) Investments by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary in any joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business;

(28) Investments by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary in connection with any start-up financing or seed funding of any Person, together with all other Investments pursuant to this clause (28), in an aggregate amount at the time of such Investment not to exceed the greater of (i) £25 million and (ii) 1.0% 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 Section 4.07, 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; and

(29) Investments in or constituting Bank Products.

"*Permitted Joint Ventures*" means one or more joint ventures formed (a) by the contribution of some or all of the assets of the Company's, any Permitted Affiliate Parent's or any Restricted Subsidiary's business division pursuant to a Business Division Transaction to a joint venture formed by the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries with one or more joint venture partners and/or (b) for the purposes of network and/or infrastructure sharing with one or more joint venture partners.

"*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, and Liens on Investments in Receivables Entities;

(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, repairmen's, construction and other like Liens, in each case for sums not yet overdue for a period of more than 60 days or that are bonded or being contested in good faith by appropriate proceedings;

(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;

(5) Liens in favor of issuers of surety, bid or performance bonds or with respect to other regulatory requirements or trade or government contracts or to secure leases or permits, licenses, statutory or regulatory obligations, or letters of credit or bankers' acceptances or similar obligations issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(6) (a) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other third party on property or assets over which the Company, any Permitted Affiliate Parent or any Restricted Subsidiary has easement rights or on any leased property and subordination or similar arrangements relating thereto (including, without limitation, the right reserved to or vested in any governmental authority by the terms of any lease, license, franchise, grant or permit acquired by the Company, any Permitted Affiliate Parent or any Restricted Subsidiaries or by any statutory provision to terminate any such lease, license, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof), (b) minor survey exceptions, encumbrances, trackage rights, special assessments, 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, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent and the Restricted Subsidiaries, and (c) any condemnation or eminent domain proceedings affecting any real property;

(7) Liens securing Hedging Obligations, so long as the related Indebtedness is, and is permitted to be Incurred under the Finance Documents;

(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, any Permitted Affiliate Parent or the Restricted Subsidiaries;

(9) Liens arising out of judgments, decrees, orders or awards so long as 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 (including Liens arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business); *provided* that such Liens do not encumber any other assets or property of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary other than such assets or property and assets affixed or appurtenant thereto;

(11) Liens (i) arising solely by virtue of any statutory or common law provisions or customary business 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, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, (iii) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to brokerage accounts incurred in the ordinary course of business and not for speculative purposes or (iv) deposits made in the ordinary course of business to secure liability to insurance carriers;

(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, any Permitted Affiliate Parent and the Restricted Subsidiaries in the ordinary course of business;

(13) Liens existing on, or provided for under written arrangements existing on, the Signing Date;

(14) Liens on property, other assets or shares or stock of a Person at the time such Person becomes a Restricted Subsidiary (including Liens created, incurred or assumed in connection with or in contemplation of such acquisition or transaction); provided, however, that any such Lien may not extend to any other property owned by the Company, a Permitted Affiliate Parent or any other Restricted Subsidiary (other than pursuant to after-acquired property clauses in effect with respect to such Lien at the time of acquisition on property of the type that would have been subject to such Lien notwithstanding the occurrence of such acquisition);

(15) Liens on property at the time the Company, a Permitted Affiliate Parent or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into any Restricted Subsidiary (including Liens created, incurred or assumed in connection with or in contemplation of such acquisition or transaction); provided, however, that any such Lien may not extend to any other property owned by the Company, such Permitted Affiliate Parent or such Restricted Subsidiary (other than pursuant to after-acquired property clauses in effect with respect to such Lien at the time of acquisition on property of the type that would have been subject to such Lien notwithstanding the occurrence of such acquisition);

(16) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to the Company, a Permitted Affiliate Parent or another Restricted Subsidiary;

(17) Liens to secure (A) Indebtedness that is permitted to be Incurred under Section 4.09(a) or Section 4.09(b)(1), Section 4.09(b)(3), Section 4.09(b)(6), Section 4.09(b)(12), Section 4.09(b)(16), Section 4.09(b)(20) and Section 4.09(b)(23) and guarantees thereof, and (B) Indebtedness that does not constitute Subordinated Obligations that is permitted to be Incurred under Section 4.09(b)(6) and guarantees thereof; *provided* that, at the time of the acquisition or other transaction pursuant to which such Indebtedness was Incurred and after giving effect to the Incurrence of such Indebtedness on a pro forma basis, (i) the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries would have been able to Incur £1.00 of additional Indebtedness pursuant to Section 4.09(a) or (ii) the Consolidated Net Leverage Ratio would not be greater than it was immediately prior to giving pro forma effect to such acquisition or other transaction and to the Incurrence of such Indebtedness) and (C) any Refinancing Indebtedness in respect of Indebtedness referred to in the forgoing clauses (A) and (B);

(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) any Liens in respect of the ownership interests in, or assets owned by, any joint ventures securing obligations of such joint ventures;

(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) Liens in respect of the ownership interests in, or assets owned by, any joint ventures or similar arrangements securing obligations of such joint ventures or similar agreements;

(23) 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;

(24) 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;

(25) Liens on assets or property of a Restricted Subsidiary that is not an Obligor securing Indebtedness of a Restricted Subsidiary that is not an Obligor permitted by Section 4.09;

(26) Liens on Escrowed Proceeds for the benefit of the related holders of debt securities or other Indebtedness (or the underwriters or arrangers or escrow agent thereof) or on cash set aside at the time of the Incurrence of any Indebtedness or government securities purchased with such cash, in either case to the extent such cash or government securities prefund the payment of interest on such Indebtedness and are held in escrow accounts or similar arrangement to be applied for such purpose;

(27) Liens Incurred with respect to obligations that do not exceed the greater of (a) £250.0 million and (b) 5.0% of Total Assets at any time outstanding;

(28) Liens securing Indebtedness Incurred under any Permitted Credit Facility;

(29) Liens consisting of any right of set-off granted to any financial institution acting as a lockbox bank in connection with a Qualified Receivables Transaction;

(30) Liens for the purpose of perfecting the ownership interests of a purchaser of Receivables and related assets pursuant to any Qualified Receivables Transaction;

(31) Cash deposits or other Liens for the purpose of securing Limited Recourse;

(32) Liens arising in connection with other sales of Receivables permitted hereunder without recourse to the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries;

(33) Liens on Receivables and related assets of the type specified in the definition of "Qualified Receivables Transaction";

(34) Liens in respect of Bank Products or to implement cash pooling arrangements or arising under the general terms and conditions of banks with whom the Company, any Permitted Affiliate Parent or any Restricted Subsidiary maintains a banking relationship or to secure cash management and other banking services, netting and set-off arrangements, and encumbrances over credit balances on bank accounts to facilitate operation of such bank accounts on a cash-pooled and net balance basis (including any ancillary facility under any Credit Facility or other accommodation comprising of more than one account) and Liens of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary under the general terms and conditions of banks and financial institutions entered into in the ordinary course of banking or other trading activities;

(35) Liens on equipment of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary granted in the ordinary course of business to a client of the Company, such Permitted Affiliate Parent or such Restricted Subsidiary at which such equipment is located;

(36) subdivision agreements, site plan control agreements, development agreements, servicing agreements, cost sharing, reciprocal and other similar agreements with municipal and other governmental authorities affecting the development, servicing or use of a property; provided the same are complied with in all material respects except as such non-compliance does not interfere in any material respect as determined in good faith by the Company or a Permitted Affiliate Parent with the business of the Company, any Permitted Affiliate Parent and their respective Restricted Subsidiaries taken as a whole;

(37) facility cost sharing, servicing, reciprocal or other similar agreements related to the use and/or operation of a property in the ordinary course of business; provided the same are complied with in all material respects;

(38) deemed trusts created by operation of law in respect of amounts which are (i) not yet due and payable, (ii) immaterial, (iii) being contested in good faith and by appropriate proceedings and for which appropriate reserves have been established in accordance with GAAP or (iv) unpaid due to inadvertence after exercising due diligence;

(39) Liens on cash or Cash Equivalents, Investments or other property arising in connection with the defeasance, discharge or redemption of Indebtedness *provided* that such the defeasance, discharge or redemption is not prohibited under this Agreement;

(40) Liens encumbering deposits made in the ordinary course of business to secure liabilities to insurance carriers;

(41) Liens (a) over the segregated trust accounts set up to fund productions, (b) required to be granted over productions to secure production grants granted by regional and/or national agencies promoting film production in the relevant regional and/or national jurisdiction and (c) over assets relating to a specific production funded by Production Facilities; and

(42) Liens to secure (a) any Indebtedness that is permitted to be Incurred under Section 4.09(a)(2) or Section 4.09(b)(21), (b) any Indebtedness that constitutes Subordinated Obligations that is permitted to be Incurred under Section 4.09(b)(6) and guarantees thereof; *provided* that, at the time of the acquisition or other transaction pursuant to which such Indebtedness was incurred and after giving effect to the Incurrence of such Indebtedness on a *pro forma* basis, (i) the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries would have been able to incur £1.00 of additional Indebtedness pursuant to Section 4.09(a) or (ii) the Consolidated Net Leverage Ratio would not be greater than it was immediately prior to giving pro forma effect to such acquisition or other transaction and to the Incurrence of such Indebtedness) and (c) any Refinancing Indebtedness in respect of Indebtedness referred to in the forgoing clauses (a) and (b); *provided* that contemporaneously with the Incurrence of any such Lien, effective provision is made to secure the Indebtedness due under the Finance Documents on an equal or senior basis (taking into account any intercreditor arrangements).

"*Permitted Tax Reorganization*" means any reorganization and other activities related to tax planning and tax reorganization, so long as such Permitted Tax Reorganization is not materially adverse to the Lender (as determined by the Company in good faith).

"*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.

"*Post-Closing Reorganizations*" means the possible reorganization of the Virgin Group by the Ultimate Parent, which is expected to include: (1) a distribution or other transfer of Virgin Media Communications and any Permitted Affiliate Parent and their Subsidiaries or a Parent of both Virgin Media Communications and any Permitted Affiliate Parent 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, (2) the issuance by Virgin Media Communications, any Permitted Affiliate Parent or Virgin Media Finance 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, and any Permitted Affiliate Parent or Virgin Media Finance, as the case may be, and/or (3) the insertion of a new entity as a direct Subsidiary of Virgin Media Communications, which new entity will become a Parent of Virgin Media Finance.

"*Preferred Stock*", as applied to the Capital Stock of any corporation, partnership, limited liability company or other entity, 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 entity, over shares of Capital Stock of any other class of such entity.

"*Production Facilities*" means any facilities provided to the Company, any Permitted Affiliate Parent or any Restricted Subsidiary to finance a production.

"*Pro forma EBITDA*" means, for any period, the Consolidated EBITDA of the Company, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent 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 Net 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, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent 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 determining compliance with any provision of the Finance Documents that requires the calculation of any financial ratio or test, (a) whenever pro forma effect is to be given to any transaction or calculation, the pro forma calculations will be as determined conclusively in good faith by a responsible financial or accounting officer of the Company (including without limitation in respect of anticipated expense and cost reductions) including, without limitation, as a result of, or that would result from any actions taken, committed to be taken or with respect to which substantial steps have been taken, by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary including, without limitation, in connection with any cost reduction synergies or cost savings plan or program or in connection with any transaction, investment, acquisition, disposition, restructuring, corporate reorganization or otherwise (regardless of whether these cost savings and cost reduction synergies could then be reflected in pro forma financial statements to the extent prepared), (b) 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 (c) 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).

For the avoidance of doubt, in connection with any Limited Condition Transaction, the Consolidated EBITDA and all outstanding Indebtedness of any company or business division or other assets to be acquired or disposed of pursuant to a signed purchase agreement (which may be subject to one or more conditions precedent) may be given *pro forma* effect for the purpose of Calculating the Consolidated Net Leverage Ratio.

"*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 £75.0 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, any Permitted Affiliate Parent 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, the relevant Permitted Affiliate Parent or 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 of 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, any Permitted Affiliate Parent or any Restricted Subsidiary in connection with a Qualified Receivables Transaction with a Receivables Entity, which note is intended to finance that portion of the purchase price that is not paid in cash or a contribution of equity and which is (a) repayable from cash available to the Receivables Entity, other than (i) amounts required to be established as reserves pursuant to agreements, (ii) amounts paid to investors in respect of interest, (iii) principal and other amounts owing to such investors and (iv) amounts owing to such investors and amounts paid in connection with the purchase of newly generated Receivables and (b) may be subordinated to the payments described in clause (a).

"*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, any Permitted Affiliate Parent or any of the Restricted Subsidiaries pursuant to which the Company, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent 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 Lien in, any Receivables (whether now existing or arising in the future) of the Company, any Permitted Affiliate Parent 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 Liens are customarily granted, in connection with asset securitization involving Receivables and any Hedging Obligations entered into by the Company, any Permitted Affiliate Parent or any such Restricted Subsidiary in connection with such 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 Subsidiary of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary (or another Person in which the Company, any Permitted Affiliate Parent or any Restricted Subsidiary makes an Investment or to which the Company, any Permitted Affiliate Parent 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 or senior management of the Company or a Permitted Affiliate Parent (as provided below) as a Receivables Entity and:

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which:

(A) is guaranteed by the Company, any Permitted Affiliate Parent 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, a Permitted Affiliate Parent or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Undertakings; or

(C) subjects any property or asset of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

except, in each such case, Indebtedness or any other obligations (contingent or otherwise) that are Limited Recourse and which constitute Permitted Liens as defined in clauses (29) through (33) of the definition thereof;

(2) with which neither the Company, a Permitted Affiliate Parent 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 not materially less favorable to the Company, such Permitted Affiliate Parent or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Company or such Permitted Affiliate Parent, other than fees payable in the ordinary course of business in connection with servicing Receivables; and

(3) to which neither the Company, a Permitted Affiliate Parent 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 (other than those related to or incidental to the relevant Qualified Receivables Transaction), except for Limited Recourse.

Any such designation by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent shall be evidenced to the Administrator (acting on behalf of the Lender) by promptly delivering to the Administrator (acting on behalf of the Lender) a copy of the resolution of the Board of Directors of the Company or a Permitted Affiliate Parent giving effect to such designation or an Officer's Certificate certifying that such designation complied with the foregoing conditions.

"*Receivables Fees*" means reasonable distributions or payments made directly or by means of discounts with respect to any participation interest issued or sold in connection with, and other fees paid to a Person that is not a Receivables Entity in connection with, any Qualified Receivables Transaction.

"*Receivables Repurchase Obligation*" means any obligation of a seller of Receivables in a Qualified Receivables Transaction to repurchase Receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

"*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 Signing Date or Incurred in compliance with this Agreement (including Indebtedness of the Company or a Permitted Affiliate Parent that refinances Indebtedness of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, Indebtedness of any Restricted Subsidiary that refinances Indebtedness of the Company or any Permitted Affiliate Parent 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 Termination Date of the Facilities, 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 Termination Date of the Facilities, the Refinancing Indebtedness has a Stated Maturity later than the Termination Date of the Facilities;

(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 interest, fees and expenses, 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 Obligations on terms at least as favorable to the Lender as those contained in the documentation governing the Indebtedness being refinanced.

Refinancing Indebtedness in respect of any Credit Facility or any other Indebtedness may be Incurred from time to time after the termination, discharge or repayment of all or any part of any such Credit Facility or other Indebtedness.

"*Regulation S*" means Regulation S promulgated under the Securities Act.

"*Related Business*" means any business that is the same as or related, ancillary or complementary to, any of the businesses of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries on the Signing 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 incorporated 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, a Permitted Affiliate Parent or any Restricted Subsidiary or any of the Company's, a Permitted Affiliate Parent's or any Restricted Subsidiary's Subsidiaries), or

   (B) being a holding company parent of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or any of the Company's, a Permitted Affiliate Parent's or any Restricted Subsidiary's Subsidiaries, or

   (C) receiving dividends from or other distributions in respect of the Capital Stock of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or any of the Company's, a Permitted Affiliate Parent's or any Restricted Subsidiary's Subsidiaries, or

   (D) having guaranteed any obligations of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or any Subsidiary of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, or

   (E) having made any payment in respect to any of the items for which the Company, a Permitted Affiliate Parent or any Restricted Subsidiary is permitted to make payments to any Parent pursuant to Section 4.07,

   in each case, to the extent such taxes are not paid by another Subsidiary or such Parent; or

(2) any taxes measured by income 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, a Permitted Affiliate Parent, any Restricted Subsidiary and their respective Subsidiaries would have been required to pay on a separate company basis or on a consolidated basis if the Company, a Permitted Affiliate Parent or any Restricted Subsidiary and their respective Subsidiaries had paid tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary and their respective 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, a Permitted Affiliate Parent or any Restricted Subsidiary and their respective Subsidiaries (in each case, reduced by any taxes measured by income actually paid by the Company, a Permitted Affiliate Parent, any Restricted Subsidiary and their respective Subsidiaries).

"*Reserved Indebtedness Amount*" has the meaning given to that term in the covenant described under Section 4.09.

"*Restricted Investment*" means any Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means any Subsidiary of the Company or of a Permitted Affiliate Parent, together with any Affiliate Subsidiaries, other than an Unrestricted Subsidiary.

"*Rule 144A*" means Rule 144A promulgated under the Securities Act. "*SEC*" means the United States Securities and Exchange Commission. "*Securities Act*" means the United States Securities Act of 1933, as amended.

"*Securitization Obligation*" means any Indebtedness or other obligation of any Receivables Entity.

"*Senior Credit Facility*" means the senior facility agreement dated as of June 7, 2013, between, among others, the Company and certain financial institutions as lenders thereunder, as amended or supplemented from time to time.

"*Senior Indebtedness*" means, whether outstanding on the Signing Date or thereafter Incurred, all amounts payable by, under or in respect of all other Indebtedness of the Obligors, 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 each Obligor 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 this Agreement;

(2) any obligation of the Company or a Permitted Affiliate Parent to any Restricted Subsidiary or any obligation of any Guarantor to the Company, a Permitted Affiliate Parent or any Restricted Subsidiary;

(3) any liability for taxes owed or owing by the Company, any Permitted Affiliate Parent 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 an Obligor that is expressly subordinate or junior in right of payment to any other Indebtedness, guarantee or obligation of an Obligor, including, without limitation, any Subordinated Obligation; or

(6) any Capital Stock.

"*Significant Subsidiary*" means any Restricted Subsidiary which, together with the Restricted Subsidiaries of such Restricted Subsidiary, accounted for more than 10% of Total Assets as of the end of the most recently completed fiscal year.

"*Signing Date*" means [●].

"*Solvent Liquidation*" means any voluntary liquidation, winding up or corporate reconstruction involving the business or assets of, or shares of (or other interests in) any Subsidiary of Virgin Media (other than the Company); *provided* that, to the extent the Subsidiary of Virgin Media involved in such Solvent Liquidation is a Guarantor, the Successor Company assumes all the obligations of that Guarantor under this Agreement, the other Finance Documents, the Existing Payables Financing Program Documents the Payables Financing Program Documents, the Existing Senior Secured Notes Indentures, the Existing Senior Notes Indentures, the Existing Security Documents, the Senior Credit Facility and the Intercreditor Deeds, to which such Guarantor was a party prior to the Solvent Liquidation unless (i) such Successor Company is an existing Guarantor or (ii) such Successor Company would, but for the operation of this proviso, no longer be required to guarantee the Senior Credit Facility.

"*Specified Legal Expenses*" means, to the extent not constituting an extraordinary, non-recurring or unusual loss, charge or expense, all attorneys' and experts' fees and expenses and all other costs, liabilities (including all damages, penalties, fines and indemnification and settlement payments) and expenses paid or payable in connection with any threatened, pending, completed or future claim, demand, action, suit, proceeding, inquiry or investigation (whether civil, criminal, administrative, governmental or investigative).

"*Spin-Off*" means a transaction by which all outstanding ordinary and/or equity shares of the Company or a Permitted Affiliate Parent, or a Parent of the Company or a Permitted Affiliate Parent directly or indirectly owned by the Ultimate Parent are distributed to (1) all of the Ultimate Parent's shareholders, or (2) all of the shareholders comprising one or more group of the Ultimate Parent's shareholders as provided by the Ultimate Parent's articles of association, in each case, either directly or indirectly through the distribution of shares in a Parent holding the Company's, a Permitted Affiliate Parent's or a Parent's shares.

"*Spin Parent*" means the Person 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, a Permitted Affiliate Parent or any Restricted Subsidiary which are reasonably customary in securitization of Receivables transactions, including, without limitation, those relating to the servicing of the assets of a Receivables Entity and Limited Recourse, it being understood that any Receivables Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"*Stated Maturity*" means, with respect to any security, loan or other evidence of indebtedness, the date specified in such security, loan or other evidence of indebtedness as the fixed date on which the payment of principal of such security, loan or other evidence of indebtedness 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*" or "£" means the lawful currency of the United Kingdom.

"*Sterling Equivalent*" means with respect to any monetary amount in a currency other than pound sterling, at any time of determination thereof, the amount of pound sterling obtained by converting such foreign currency involved in such computation into pound sterling at the average of the spot rates for the purchase and sale of pound sterling with the applicable foreign currency as quoted on or recorded in any recognized source of foreign exchange rates at least two Business Days (but not more than five Business Days) prior to such determination.

"*Subordinated Obligation*" means, in the case of the Company or a Permitted Affiliate Parent, any Indebtedness (including a guarantee of Indebtedness) of the Company or a Permitted Affiliate Parent, as applicable, (whether outstanding on the Signing Date or thereafter Incurred) which is expressly subordinate or junior in right of payment to the Obligations pursuant to a written agreement and, in the case of a Guarantor, any Indebtedness (including a guarantee of Indebtedness) of such Guarantor (whether outstanding on the Signing Date or thereafter Incurred) which is expressly subordinate or junior in right of payment to the guarantee hereunder of such Guarantor pursuant to a written agreement.

"*Subordinated Shareholder Loans*" means Indebtedness of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (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 Affiliate (other than the Company, a Permitted Affiliate Parent or a Restricted Subsidiary) 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 Termination Date of the Facilities (other than through conversion or exchange of such Indebtedness into Capital Stock (other than Disqualified Stock) of the Company or a Permitted Affiliate Parent, as applicable, or any Indebtedness meeting the requirements of this definition);

(2) does not require, prior to the first anniversary of the Termination Date of the Facilities, 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 Termination Date of the Facilities;

(4) does not provide for or require any Lien or encumbrance over any asset of the Company, a Permitted Affiliate Parent or any of the Restricted Subsidiaries;

(5) is subordinated in right of payment to the prior payment in full of the Obligations and the guarantees hereunder, as applicable, in the event of (a) a total or partial liquidation, dissolution or winding up of

the Company or such Permitted Affiliate Parent or such Restricted Subsidiary, as applicable, (b) a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property or such Permitted Affiliate Parent and its property or such Restricted Subsidiary and its property, as applicable, (c) an assignment for the benefit of creditors or (d) any marshalling of the Company's assets and liabilities or such Permitted Affiliate Parent's assets and liabilities, or such Restricted Subsidiary's assets and liabilities, as applicable;

(6) under which the Company or such Permitted Affiliate Parent or such Restricted Subsidiary, as applicable, 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 (a) a payment Default under a Finance Document in relation to the Obligations occurs and is continuing or (b) any other Default under the Finance Documents occurs and is continuing that permits the Lender to accelerate its outstanding Loans and the Company or such Permitted Affiliate Parent or such Restricted Subsidiary, as applicable, receives notice of such Default from the Administrator (acting on behalf of the Lender), until in each case the earliest of (i) the date on which such Default is cured or waived or (ii) 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 this Agreement 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 Administrator (acting on behalf of the Lender) to be held in trust for application in accordance with the Finance Documents.

"*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 as the context may require or as otherwise specified herein, each reference to a Subsidiary will refer to a Subsidiary of the Company or any Permitted Affiliate Parent, as applicable.

"*Tax Sharing Agreement*" means the tax cooperation agreement entered into with effect as of the 3rd day of March, 2006, by and between (1) Virgin Media and (2) the Company and Telewest Communications Networks Limited, as amended or supplemented from time to time.

"*Test Period*" means the period of the most recent two consecutive fiscal quarters for which, at the option of the Company or a Permitted Affiliate Parent, (i) financial statements have previously been furnished to the Administrator (acting on behalf of the Lender) pursuant to Section 4.03 or (ii) internal financial statements of the Virgin Reporting Entity are available immediately preceding the date of determination, multiplied by 2.0. ("**L2QA Test Period**"); *provided* that the Company or any Permitted Affiliate Parent may make an election to establish that "Test Period" means each period of approximately 12 months covering four quarterly accounting periods of the Reporting Entity ending on each date to which each set of financial statements required to be delivered under Section 4.03 are prepared ("**LTM Test Period**") (and if such an LTM Test Period election has been made, the Company may not elect to change from LTM Test Period back to the L2QA Test Period).

"*Total Assets*" means the Consolidated total assets of the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries as shown on the most recent balance sheet (excluding the footnotes thereto) of the Virgin Reporting Entity which, at the option of the Company or a Permitted Affiliated Parent, have previously been furnished to the Administrator (acting on behalf of the Lender) pursuant to Section 4.03 or are internally available immediately preceding the date of determination (and, in the case of any determination relating to any Incurrence of Indebtedness, any Restricted Payment or other determination under this Agreement, calculated with such *pro forma* and other adjustments as are consistent with the *pro forma* provisions set forth in the definition of "Pro Forma EBITDA" including, but not limited to, any property or assets being acquired or disposed of in connection therewith).

"*Towers Assets*" means:

(1) all present and future wireless and broadcast towers and tower sites that host or assist in the operation of plant and equipment used for transmitting telecommunications signals, being tower and tower sites that are owned by or vested in the Company, a Permitted Affiliate Parent or any Restricted Subsidiary (whether pursuant to title, rights in rem, leases, rights of use, site sharing rights, concession rights or otherwise) and include, without limitation, any and all towers and tower sites under construction;

(2) all rights (including, without limitation, rights in rem, leases, rights of use, site sharing rights and concession rights), title, deposits (including, without limitation, deposits placed with landlords, electricity boards and transmission companies) and interest in, or over, the land or property on which such towers and tower sites referred to in clause (1) above have been or will be constructed or erected or installed;

(3) all current assets relating to the towers or tower sites and their operation referred to in clause (1) above, whether movable, immovable or incorporeal;

(4) all plant and equipment customarily treated by telecommunications operators as forming part of the towers or tower sites referred to in clause (1) above, including, in particular, but without limitation, the electricity power connections, utilities, diesel generator sets, batteries, power management systems, air conditioners, shelters and all associated civil and electrical works; and

(5) all permits, licenses, approvals, registrations, quotas, incentives, powers, authorities, allotments, consents, rights, benefits, advantages, municipal permissions, trademarks, designs, copyrights, patents and other intellectual property and powers of every kind, nature and description whatsoever, whether from government bodies or otherwise, pertaining to or relating to clauses (1) to (4) above; and

(6) shares or other interests in Tower Companies.

"Tower Company" means a company or other entity whose principal activity relates to Towers Assets and substantially all of whose assets are Towers Assets.

"*Trade Payables*" means, with respect to any Person, any accounts payable or any indebtedness or monetary obligation to trade creditors created, assumed or guaranteed by such Person arising in the ordinary course of business in connection with the acquisition of goods or services.

"*Ultimate Parent*" means (1) Liberty Global plc and any and all successors thereto, (2) upon consummation of a Spin-Off, "*Ultimate Parent*" will mean the Spin Parent and its successors, and (3) upon consummation of a Parent Joint Venture Transaction, "*Ultimate Parent*" will mean each of the top tier Parent entities of the Joint Venture Holders and their successors.

"*Unrestricted Subsidiary*" means:

(1) Virgin Media Trade Receivables Intermediary Financing Limited;

(2) any Subsidiary of the Company, any Subsidiary of a Permitted Affiliate Parent or any Affiliate Subsidiary that at the time of determination shall be designated an Unrestricted Subsidiary by the Company or a Permitted Affiliate Parent in the manner provided below; and

(3) any Subsidiary of an Unrestricted Subsidiary.

The Company or a Permitted Affiliate Parent may designate any Subsidiary of the Company or a Permitted Affiliate Parent, as applicable (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger or consolidation or Investment therein) or an Affiliate Subsidiary, to be an Unrestricted Subsidiary only if:

(A) such Subsidiary (or Affiliate 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 or of a Permitted Affiliate Parent which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary; and

(B) such designation and the Investment of the Company or a Permitted Affiliate Parent in such Subsidiary or Affiliate Subsidiary complies with Section 4.07.

Any such designation shall be evidenced to the Administrator (acting on behalf of the Lender) by promptly delivering to the Administrator (acting on behalf of the Lender) an Officer's Certificate certifying that such designation complies with the foregoing conditions.

The Company or a Permitted Affiliate Parent 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 (1) the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries could Incur at least £1.00 of additional Indebtedness under Section 4.09(a) or (2) the Consolidated Net 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, and the payment for which the United States pledges its full faith and credit.

"*U.S. Person*" means a U.S. Person as defined in Rule 902(k) promulgated under the Securities Act. "*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 (company number 03521915), 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 Finance*" refers to Virgin Media Finance PLC (company number 05061787), a public limited 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 Media Parent*" means Virgin Media Communications; provided however, that (1) upon consummation of the Post-Closing Reorganizations, "Virgin Media Parent" will mean New Holdco and its successors, and (2) upon consummation of a Spin-Off in which Virgin Media Communications is no longer a Parent of the Company (or if a Permitted Affiliate Designation Date has occurred, a common Parent of the Company and any Permitted Affiliate Parent), "Virgin Media Parent" will mean a Parent of the Company (or if a Permitted Affiliate Group Designation Date has occurred, a common Parent of the Company and any Permitted Affiliate Parent) designated by the Company and any successors of such Parent, and (3) following a Permitted Affiliate Group Designation Date, "Virgin Media Parent" will mean a common Parent of the Company and such Permitted Affiliate Parent designated by the Company, and any successors of such Parent; *provided* that, the Company will promptly provide written notice to the Administrator (acting on behalf of the Lender) of any Parent elected pursuant to clauses (2) and (3).

"*Virgin Media Secured Finance*" means Virgin Media Secured Finance PLC (company number 07108352), 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 Reporting Entity*" refers to (1) Virgin Media, or following such election in accordance with Section 4.03(d), Virgin Media Finance, the Company or such other Parent of the Company or (2) following a Permitted Affiliate Group Designation Date, a common Parent of the Company or any Permitted Affiliate Parent.

"*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 (a) directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law, regulation or to ensure limited liability and (b) in the case of a Receivables Entity, shares held by a Person that is not an Affiliate of the Company or a Permitted Affiliate Parent solely for the purpose of permitting such Person (or such Person's designee) to vote with respect to customary major events with respect to such Receivables Entity, including without limitation the institution of bankruptcy, insolvency or other similar proceedings, any merger or dissolution, and any change in charter documents or other customary events) is owned by that Person directly or (2) indirectly by a Person that satisfies the requirements of clause (1).

SCHEDULE 8
FORM OF INCREASE CONFIRMATION

To: [●], as Administrator

[●], as Borrower and Guarantor

[●], as Guarantors

From: [●], as Lender

Dated: [●]

£[●] facilities agreement dated [●] 2020 between, among others, Virgin Media Investment Holdings Limited (as Borrower), Virgin Media Limited, Virgin Mobile Telecoms Limited, Virgin Media Senior Investments Limited and Virgin Media Investment Holdings Limited (as Original Guarantors), and Virgin Media Vendor Financing Notes III Designated Activity Company (as Lender) (the Facilities Agreement)

1. We refer to the Facilities Agreement and the final offering circular dated [●] (the "**Offering Circular**"), related to the Lender's offer and sale of £[●] million of its [●] (the "**New Notes**"). This agreement (this "**Agreement**") shall take effect as an Increase Confirmation for the purpose of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to Clause 2.4 (*Increase*) of the Facilities Agreement.

3. The Lender agrees to assume and will assume all of the obligations corresponding to the Commitments specified in Schedule A (*Relevant Commitments/rights and obligations to be assumed by the Lender*) (the "**Relevant Commitments**").

4. The proposed date on which the increase in relation to the Lender and the Relevant Commitments is to take effect (the "**Increase Date**") is the date of this Agreement.

5.

5.1 The Lender will only be obliged to comply with Clause 6 below if the Administrator (on behalf of the Lender) has received (or waived receipt of) all of the documents and other evidence listed in Schedule B (Conditions Precedent to Signing this Agreement) in a form that appears in the opinion of the Administrator (on behalf of the Lender) acting reasonably to comply with the requirements therein. The Administrator (on behalf of the Lender) shall notify the Borrower promptly upon being so satisfied.

5.2 Other than to the extent that the Lender notifies the Administrator in writing to the contrary before the Administrator gives the notification described in Clause 5.1 above, the Lender authorises (but does not require) the Administrator to give that notification. The Administrator shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

5.3 Furthermore, the Lender will only be obliged to comply with Clause 6 below if on the proposed Utilisation Date (i) no Drawstop Event has occurred and is continuing and (ii) no Notes Acceleration Event has occurred.

6. Subject to Clause 5 above, the Lender shall lend and the Borrower shall borrow by 4 p.m. on the Increase Date:

6.1 in respect of the Interest Facility, an amount in Sterling equal to the increase in the Interest Facility Commitment specified in Schedule A (*Relevant Commitments/rights and obligations to be assumed by the Lender*);

6.2 in respect of the Excess Cash Facility and subject to Clause 8 below, £[●] (the "**New Notes Excess Cash Facility Amount**"); and

6.3 in respect of the Issue Date Facility and pursuant to Clause 5.2(c) of the Facilities Agreement, an amount in Sterling equal to the increase in the Issue Date Facility Commitment specified in Schedule A (*Relevant Commitments/rights and obligations to be assumed by the Lender*) (which all the parties to this Agreement agree and acknowledge shall be made available on a cashless basis in accordance with the terms of the Issue Date Arrangements Agreement (as defined in the Offering Circular)).

7. Each Guarantor, by its execution of this Agreement, accepts this agreement, acknowledges and agrees to the increase in the Total Commitments pursuant to this Agreement and confirms that its obligations under the Facilities Agreement as a Guarantor, including, without limitation, pursuant to Clause 14 (*Guarantee and Indemnity*) of the Facilities Agreement, shall continue unaffected in full force and effect on the terms of the Facilities Agreement, except that those obligations shall extend to the Total Commitments as increased by the addition of the new Commitments of the Lender pursuant to this Agreement and shall be owed to the Lender, notwithstanding the imposition of any amended, additional or more onerous obligations and, in each case, subject to any limitations set out in Clause 14.11 (*Guarantee Limitations*) of the Facilities Agreement applicable to that Guarantor.

8. [The Borrower shall pay to the Lender on the date hereof a fee (representing (among other things) the aggregate fee payable to the initial purchasers (the "**Initial Purchasers**") party to the subscription agreement dated [●] entered into in connection with the issuance of the New Notes) (the "**New Notes Upfront Fee**"). The Lender and the Borrower agree that the Borrower's obligation to pay the New Notes Upfront Fee to the Lender shall be set off against the Lender's obligation to lend the New Notes Excess Cash Facility Amount in accordance with Clause 6.2 of this Agreement.]

9. The Lender hereby gives notice, and each of the Borrower, the Guarantors and the Administrator hereby acknowledges that they have received notice, of the security granted by the Lender in favour of the Security Trustee for the benefit of the Secured Parties (as defined in the Notes Trust Deed) pursuant to Clause 5.1 (*Charge and Assignment*) of the Notes Trust Deed.

10. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

11. The provisions of Clause 25 (*Lender's Limitations*) of the Facilities Agreement shall be incorporated into this Agreement *mutatis mutandis* as if set out in full in this Agreement.

12. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law and each of the parties hereto submits to the exclusive jurisdiction of the English courts.

13. This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE A

Relevant Commitments/rights and obligations to be assumed by the Lender

1. Interest Facility Commitment

   The Interest Facility Commitment shall be increased by £[●]

2. Excess Cash Facility Commitment

   The Excess Cash Facility Commitment shall be increased by £[●]

3. Issue Date Facility Commitment

   The Issue Date Facility Commitment shall be increased by £[●]

This Agreement is accepted as an Increase Confirmation for the purposes of the Facilities Agreement by the Lender, and the Increase Date is confirmed as [●].

SCHEDULE B

Conditions Precedent to Signing this Agreement

1. **Corporate Documents**

   (a) A copy of the Constitutional Documents of each Obligor.

   (b) A copy of an extract of a resolution of the board of directors (or, if applicable, a committee of the board of directors) (or equivalent) of each Obligor:

      (i) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute and, where applicable, deliver and perform this Agreement;

      (ii) authorising a specified person or persons to execute and, where applicable, deliver this Agreement on its behalf;

      (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with this Agreement; and

      (iv) in the case of an Obligor other than the Borrower, authorising the Borrower to act as its agent in connection with this Agreement.

   (c) If applicable, a copy of a resolution of the board of directors of the relevant Obligor, establishing the committee referred to in paragraph (b) above.

   (d) A specimen of the signature of each person authorised to execute, on behalf of each Obligor, this Agreement and related documents to which it is a party and to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with this Agreement.

   (e) To the extent legally necessary, a copy of a resolution signed by all of the holders of the issued shares in each Obligor approving the terms of, and the transaction contemplated by, this Agreement.

   (f) A certificate of a director of the Borrower confirming that borrowing or guaranteeing, as appropriate, the Total Commitments, as increased by the addition of the new Commitments of the Lender pursuant to this Agreement, will not cause any borrowing or similar limit binding on any Obligor to be exceeded.

   (g) A certificate of an authorised signatory of each Obligor certifying that each copy document relating to it specified in this Schedule B (*Conditions Precedent to Signing this Agreement*) is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement.

2. **Legal opinions**

   A legal opinion of [●] as to English law in relation to, among other matters, the capacity and authority of the Obligors to enter into this Agreement and the enforceability of this Agreement addressed to the Initial Purchasers substantially in the form delivered to the Initial Purchasers prior to the date of this Agreement.

3. **This Agreement**

   A copy of this Agreement executed by the Obligors.

(Signature pages to follow)

Lender

By:

Administrator

By:

The Borrower

By:

SIGNATORIES

THE BORROWER

VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED

By:

By:

Address:

Fax:

Email Address:

Attention:

THE GUARANTORS

VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED

By:

By:

Address:

Fax:

Email Address:

Attention:

VIRGIN MEDIA LIMITED

By:

By:

Address:

Fax:

Email Address:

Attention:

VIRGIN MOBILE TELECOMS LIMITED

By:

By:

Address:

Fax:

Email Address:

Attention:

VIRGIN MEDIA SENIOR INVESTMENTS LIMITED

By:

By:

Address:

Fax:

Email Address:

Attention:

THE LENDER

Signed by a duly authorized attorney of

VIRGIN MEDIA VENDOR FINANCING NOTES III DESIGNATED ACTIVITY COMPANY

By:

Name:

Title:	Authorised Attorney
Address:	3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin1, Ireland
Email Address:	Ireland@tmf-group.com
Attention:	The Directors

THE ADMINISTRATOR

THE BANK OF NEW YORK MELLON, LONDON BRANCH

By:

Address:	One Canada Square, London, E14 5AL, England
Email Address:	CT.Liberty@bnymellon.com
Attention:	Keith Locke

REGISTERED OFFICE OF THE ISSUER
Dolya Holdco 17 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes III Designated Activity Company)
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Park Lane, Spencer Dock, Dublin 1
Ireland

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Ireland

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Ireland

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INDEPENDENT AUDITORS FOR THE ISSUER
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Dublin 2
Ireland

NOTES TRUSTEE AND SECURITY TRUSTEE
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One Canada Square
London E14 5AL United Kingdom

LISTING AGENT
Arthur Cox Listing Services Limited
10 Earlsfort Terrace
Dublin 2
Ireland

REGISTRAR
The Bank of New York Mellon SA/NV, Luxembourg Branch
2-4 Rue Eugène Ruppert
L-2453 Luxembourg
Grand Duchy of Luxembourg

CORPORATE SERVICER
TMF Administration Services Limited
3rd Floor, Kilmore House
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ADMINISTRATOR, ACCOUNT BANK, PAYING AGENT AND TRANSFER AGENT
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One Canada Square
London E14 5AL
United Kingdom

LEGAL ADVISORS TO THE ADMINISTRATOR, NOTES TRUSTEE AND SECURITY TRUSTEE
Allen & Overy LLP
One Bishops Square
London E1 6AD
United Kingdom

Dolya Holdco 17 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes III Designated Activity Company)

£500,000,000 4.875% Vendor Financing Notes due 2028

Joint Physical Bookrunners

Deutsche Bank **Credit Suisse**

Joint Bookrunners

ING **ABN AMRO** **Banca IMI** **Crédit Agricole CIB**

Lloyds Bank Corporate Markets Wertpapierhandelsbank **Mediobanca** **RBC Capital Markets**

OFFERING CIRCULAR

June 3, 2020

ANNEX B

OFFERING CIRCULAR OF JUNE 10, 2020

IMPORTANT NOTICE

THIS OFFERING IS AVAILABLE ONLY TO INVESTORS WHO ARE EITHER (1) QUALIFIED INSTITUTIONAL BUYERS ("QIBs") UNDER RULE 144A UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND ALSO QUALIFIED PURCHASERS UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940 (AS DEFINED BELOW) OR (2) NON-U.S. PERSONS OUTSIDE OF THE U.S. (AND, IF INVESTORS ARE RESIDENT IN A MEMBER STATE (AS DEFINED BELOW) OF THE EUROPEAN ECONOMIC AREA (THE "EEA"), OR OF THE U.K., A QUALIFIED INVESTOR AND NOT A RETAIL INVESTOR (EACH AS DEFINED BELOW)).

THE ADDITIONAL NOTES (AS DEFINED HERE) ARE NOT ELIGIBLE FOR PURCHASE BY OR USING THE ASSETS OF A BENEFIT PLAN INVESTOR OR ANY OTHER EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED) WHICH IS SUBJECT TO SIMILAR LAWS.

IMPORTANT: You must read the following before continuing. The following applies to the offering circular, the offering circular and documents incorporated by reference herein (together, the "**Offering Circular**") following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of this Offering Circular. In accessing this Offering Circular, 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, THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR ANY OTHER JURISDICTION, AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")), 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.

THIS OFFERING CIRCULAR HAS BEEN PREPARED ON THE BASIS THAT ANY OFFER OF THE ADDITIONAL NOTES IN ANY MEMBER STATE OF THE EEA WILL BE MADE PURSUANT TO AN EXEMPTION UNDER REGULATION (EU) 2017/1129 (THE "**PROSPECTUS REGULATION**") FROM THE REQUIREMENT TO PUBLISH A PROSPECTUS FOR OFFERS OF ADDITIONAL NOTES (AS DEFINED IN THIS OFFERING CIRCULAR). THIS OFFERING CIRCULAR IS NOT A PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS REGULATION.

THE FOLLOWING OFFERING CIRCULAR 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 Circular or make an investment decision with respect to the securities, investors must be either (1) Qualified Institutional Buyers (within the meaning of Rule 144A under the Securities Act ("**Rule 144A**")) ("**Qualified Institutional Buyers**" or "**QIBs**") and also Qualified Purchasers (within the meaning of Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3 under, the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**" or "**ICA**")) ("**Qualified Purchasers**") or (2) non-U.S. persons outside the U.S.; *provided* that investors resident in a member state of the EEA (each a "**Member State**") or the U.K. must be a qualified investor (within the meaning of the Prospectus Regulation). This Offering Circular is being sent at your request and, by accepting the e-mail and accessing this Offering Circular, you shall be deemed to have represented to us that (1) you and any customers you represent are either (a) QIBs who are also Qualified Purchasers or (b) non-U.S. persons and that the electronic mail address that you gave us and to which this Offering Circular has been delivered is not located in the U.S., its territories and possessions, any state of the U.S. or the District of Columbia (where "possessions" include Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) (and if you are resident in a Member State or the U.K., you are a qualified investor and not a retail investor (as defined below)) and (2) that you consent to delivery of such Offering Circular by electronic transmission.

You are reminded that this Offering Circular has been delivered to you on the basis that you are a person into whose possession this Offering Circular 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 Circular to any other person.

The materials relating to the 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 the offering be made by a licensed broker or dealer and the initial purchasers identified in the Offering Circular (the "**Initial Purchasers**") or any affiliate of the Initial Purchasers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the Initial Purchasers or such affiliate on behalf of the Issuer in such jurisdiction.

This Offering Circular 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 an initial purchaser, the Issuer, Virgin Media Investment Holdings Limited, Virgin Media Inc., Liberty Global plc. or any person who controls them 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 Circular 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 Circular has been delivered to you on the basis that you are a person into whose possession this Offering Circular 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 Circular to any other person. You will not transmit the attached Offering Circular (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.

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 U.S. or to U.S. persons except to persons that are both (i) Qualified Institutional Buyers and also (ii) Qualified Purchasers.

The securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA or the U.K. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the securities or otherwise making them available to retail investors in the EEA or the U.K. has been prepared and therefore offering or selling the Additional Notes or otherwise making them available to any retail investor in the EEA or the U.K. may be unlawful under the PRIIPs Regulation.

This communication is directed solely at persons who (i) are outside the U.K., (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 Orde**r"), (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 Financial Services and Markets Act 2000 ("**FSMA**")) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "relevant persons"). This Offering Circular must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Offering Circular 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 Circular or any of its contents.

CONFIDENTIAL
OFFERING CIRCULAR

NOT FOR GENERAL CIRCULATION
IN THE UNITED STATES OR TO U.S. PERSONS

£400,000,000 4.875% Vendor Financing Notes due 2028
issued by

Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company)

Application will be made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for the Notes (as defined below) to be listed on its Official List (the "**Official List**") and be admitted for trading on the Global Exchange Market thereof, which is not a regulated market (pursuant to the provisions of Directive 2014/65/EU (as amended, "**MiFID II**")). Application will be made to Euronext Dublin for this offering circular (the "**Offering Circular**") to be approved as listing particulars. Such approval relates only to the Additional Notes (as defined below) which are to be admitted to trading on the Global Exchange Market. It is anticipated that listing will take place as soon as practicable after June 17, 2020 (the "**Issue Date**"). There is no assurance that the Additional Notes will be listed on the Official List of Euronext Dublin or admitted for trading on the Global Exchange Market thereof. Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company), a designated activity company incorporated under the laws of Ireland with registered number 669525 (the "**Issuer**"), will issue the £400,000,000 4.875% vendor financing notes due 2028 (the "**Additional Notes**") on or about the Issue Date. The Additional Notes are being offered as additional notes under a trust deed (the "**Trust Deed**") pursuant to which, on the Issue Date, the Issuer will issue £500,000,000 of its 4.875% vendor financing notes due 2028 that were sold in a separate offering that priced on June 3, 2020 (the "**Original Notes**" and, together with the Additional Notes, the "**Notes**"). The Additional Notes and the Original Notes will be treated as a single class for all other purposes under the Trust Deed including with respect to waivers and amendments.

The Notes will bear interest at the rate per annum equal to 4.875% as described herein. Interest will be payable in pound sterling semi-annually in arrears on January 15 and July 15 of each year, commencing on January 15, 2021, subject to adjustment for non-business days (each, an "**Interest Payment Date**"). The initial Maturity Date (as defined herein) will be July 15, 2028.

On or following the Issue Date, the net proceeds of the issuance of the Notes *plus* any upfront payments payable by Virgin Media Investment Holdings Limited ("**VMIH**") under the New VM Financing Facility Agreement (as defined herein), will be used by the Issuer (i) to finance the purchase of VM Accounts Receivable (including the Block Transfer and the 2018 Block Transfer, each as defined herein) pursuant to the Framework Assignment Agreement (as defined herein) and (ii) to fund the New VM Financing Facility Loans (as defined herein) under the New VM Financing Facility Agreement. It is expected that the Issuer will complete the Block Transfer and the 2018 Block Transfer by July 31, 2020 and finance further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. To the extent that there are not sufficient VM Accounts Receivable available for purchase on the first Value Date (as defined herein) falling on or after the Issue Date, the Issuer will advance any excess proceeds from the issuance of the Additional Notes to VMIH, as the borrower under the New VM Financing Facility Agreement, as Excess Cash Loans (as defined herein) under the Excess Cash Facility (as defined herein). On the Issue Date, the Issuer will also fund the Subscription Proceeds (as defined herein) under the Issue Date Facility (as defined herein) to VMIH, pursuant to the New VM Financing Facility Agreement.

The Notes are subject to tax redemption and illegality redemption. Additionally, the Notes may be redeemed at any time prior to July 15, 2023, at a price equal to 100% of the principal amount thereof, *plus* accrued and unpaid interest to the redemption date and a "make-whole" premium as further described in Condition 6(d) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Make-Whole Redemption Event*"). The Notes may also be redeemed at any time on or after July 15, 2023, at the redemption prices described in Condition 6(e) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption Event on or after July 15, 2023*"), *plus* accrued and unpaid interest to the redemption date. Each of the foregoing redemptions are subject to the relevant provisions of Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*") under "*Terms and Conditions of the Notes*".

Following a change of control as defined under the New VM Financing Facility Agreement, VMIH will be required to offer to prepay the New VM Financing Facility Loans (as defined herein). Following receipt of such prepayment offer, the Issuer will launch a consent solicitation to set (i) the Maturity Date of the Notes as the New Maturity Date (as defined herein) and (ii) the redemption price of the Notes on the New Maturity Date at 101% of the principal amount of the Notes ("**Accelerated Redemption Price**"), *plus* accrued and unpaid interest to the New Maturity Date, in accordance with the relevant provisions of Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*"). If holders of more than 50% of the aggregate principal amount of Notes consent to the foregoing requests, the Issuer will inform VMIH that it accepts the prepayment offer, and VMIH will prepay the New VM Financing Facility Loans at par, *plus* accrued and unpaid interest thereon, together with a payment equal to 1% of the principal amount of the Excess Cash Loans and Interest Facility Loans so prepaid. Following such prepayment, the Issuer will redeem all of the Notes on the New Maturity Date at the Accelerated Redemption Price, *plus* accrued and unpaid interest to the New Maturity Date. Additionally, the Notes may be redeemed prior to the Maturity Date in connection with an Approved Exchange Offer (as defined herein). See Conditions 6(j) and 6(k) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Approved Exchange Offer*").

The Issuer is dependent upon payments it receives in respect of the Assigned Receivables (as defined herein) and under the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement (as defined herein) and the related agreements to make payments on the Notes. The Issuer will apply payments it receives in respect of the Assigned Receivables, the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement and such related agreements, including in respect of principal and interest, to make payments on the Notes in accordance with Condition 7 ("*Payments*"). Payment of principal and interest will be limited to the amount of funds available from time to time for that purpose in accordance with the terms of the Trust Deed (as defined herein).

The Notes will be limited recourse and senior obligations of the Issuer. The Notes will be secured by the security granted over the following (collectively, the "**Notes Collateral**"): (i) the Issuer's rights, title, benefit and interest in, to and under the Assigned Receivables; (ii) the Issuer's rights under all contracts, agreements, deeds and documents to which it is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including, without limitation, the New VM Financing Facility Agreement, the Expenses Agreement, the Framework Assignment Agreement and the Issue Date Arrangements Agreement (as defined herein)); (iii) the Issuer Transaction Accounts (as defined herein), and all amounts at any time standing to the credit thereto; and (iv) all other present and future property, assets and undertakings of the Issuer, but excluding, for the purposes of (i) to (iv), the Irish Excluded Assets (as defined herein), in favour of BNY Mellon Corporate Trustee Services Limited (the "**Security Trustee**") for the benefit of the Secured Parties (as defined herein) pursuant to the Notes Security Documents (as defined herein). None of Virgin Media Inc. ("**Virgin Media**") nor any of its subsidiaries will guarantee or provide any security or any other credit support to the Issuer with respect to its obligations under the Notes. Other than under the limited circumstances described herein, Noteholders (as defined herein) will not have a direct claim on the cash flow or assets of Virgin Media or any of its subsidiaries, and neither Virgin Media nor any of its subsidiaries has any obligation, contingent or otherwise, to pay amounts due under the Notes, or to make funds available to the Issuer for those payments, other than the obligations of (i) the Obligors (as defined herein) to make payments to the Issuer in respect of the Assigned Receivables, (ii) the Obligors to make payments to the Issuer in respect of the New VM Financing Facility Agreement or (iii) VMIH to make payments to the Issuer under the Expenses Agreement, and in each case of (i) to (iii) above, any agreements related thereto to which they are party.

Subject to certain conditions, the Issuer will be entitled, at its option and without the consent of the Noteholders, to issue further Notes (the "**Further Notes**") having the same terms and conditions (except as to issue date and initial interest paid in respect of their first interest period) as the Notes. The expression "**Notes**" shall in this Offering Circular, unless the context otherwise requires, include the Notes as well as any "**Further Notes**".

This Offering Circular does not constitute a prospectus for the purpose of Regulation (EU) 2017/1129 (as amended) (the "**Prospectus Regulation**"). The Issuer is not offering the Additional Notes in any jurisdiction in circumstances that would require a prospectus to be prepared pursuant to the Prospectus Regulation.

The Additional 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 Additional Notes are being offered only (i) in offshore transactions to non-U.S. persons outside the United States, who are not retail investors in the EEA, in reliance on Regulation S under the Securities Act ("**Regulation S**") and (ii) in the United States to, or for the account or benefit of, persons that are (x) qualified institutional buyers ("**QIBs**") in accordance with Rule 144A under the Securities Act ("**Rule 144A**") and also (y) Qualified Purchasers (within the meaning of Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3 under, the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"). Prospective purchasers are hereby notified that resales of the Additional Notes may be made in reliance on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. Each purchaser of a Additional Note will make (or in the case of a resale) be deemed to make certain acknowledgments, representations, warranties and certifications. It is possible that the Additional Notes may constitute an "ownership interest" in a "covered fund" within the meaning of the Volcker Rule. See "*Risk Factors—Risks Relating to Regulatory Initiatives—Volcker Rule*". For a description of certain restrictions on transfer, see "*Plan of Distribution*" and "*Transfer Restrictions*".

The Additional Notes are expected to be delivered to investors in book-entry form through Euroclear Bank S.A./N.V. as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream**"), on or about the Issue Date.

Deutsche Bank AG, London Branch, Credit Suisse Securities (Europe) Limited, ING Bank N.V., London Branch, RBC Europe Limited, ABN AMRO Bank N.V., Banca IMI S.p.A., BofA Securities Europe SA, Crédit Agricole Corporate and Investment Bank and Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH have agreed to subscribe to the Additional Notes as initial purchasers and are collectively referred to herein as the "**Initial Purchasers**". It is expected that delivery of the Additional Notes to investors will be made in book-entry form through Euroclear and Clearstream on or about the Issue Date.

Particular attention is drawn to the Section of this Offering Circular entitled "*Risk Factors*" and "*Risk Factors*" in the 2019 Annual Report (as defined in this Offering Circular) incorporated by reference herein.

Issue price for the Additional Notes: 99.500%

Joint Physical Bookrunners

Deutsche Bank **Credit Suisse**

Joint Bookrunners

ING **RBC Capital Markets** **ABN AMRO** **BofA Securities**

Banca IMI **Crédit Agricole CIB** **Lloyds Bank Corporate Markets Wertpapierhandelsbank**

The date of this Offering Circular is June 10, 2020.

You should rely only on the information contained in this Offering Circular, or incorporated by reference herein. Neither the Issuer nor Virgin Media nor any of the Initial Purchasers has authorized anyone to provide you with different information. Neither the Issuer nor Virgin Media nor any of the Initial Purchasers is making an offer of the Additional Notes in any jurisdiction where this offer is not permitted. You should not assume that the information contained in this Offering Circular is accurate at any date other than the date on the front of this Offering Circular, nor should you assume that the information incorporated by reference in this Offering Circular is accurate at any date other than the date of the incorporated document.

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For certain legal and other information regarding the Issuer provided in connection with the listing and trading of the Additional Notes on the Official List of Euronext Dublin please refer to "*Listing and General Information*".

Neither the Issuer nor Virgin Media has authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information contained in this Offering Circular (including information incorporated by reference herein). You must not rely on unauthorized information or representations.

This Offering Circular 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 contained in this Offering Circular is current only as of the date on the cover page, and may change after that date , and the information incorporated by reference into this Offering Circular is current only as of the date of such incorporated document, and may change after that date. For any time after the cover date of this Offering Circular, Virgin Media does not represent that its affairs are the same as described in this Offering Circular or that the information in this Offering Circular is correct, nor does Virgin Media imply those things by delivering this Offering Circular or selling securities to you. For any time after the date of any incorporated document, neither the Issuer nor Virgin Media represents that its affairs are the same as described therein or in any incorporated document or that the information in such incorporated document is correct, nor do the Issuer or Virgin Media imply those things by delivering this Offering Circular or selling securities to you. Virgin Media will not guarantee or provide any credit support to the Issuer with respect to its obligations under the Additional Notes.

The Issuer and the Initial Purchasers are offering to sell the Additional Notes only in places where offers and sales are permitted. If a jurisdiction requires that the 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, the offering shall be deemed to be made by the Initial Purchasers or such affiliate on behalf of the Issuer in such jurisdiction.

The Issuer is offering the Additional 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 Additional 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 Circular. Any representation to the contrary is a criminal offense in the United States.

This Offering Circular is a confidential document that is being provided for informational use solely in connection with consideration of a purchase of the Additional Notes (i) to U.S. investors that the Issuer reasonably believes to be both (x) Qualified Institutional Buyers as defined in Rule 144A under the Securities Act, and also (y) Qualified Purchasers within the meaning of Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3 under, the Investment Company Act, and (ii) to non-U.S. persons in offshore transactions complying with Rule 903 or Rule 904 of Regulation S under the Securities Act. Its use for any other purpose is not authorized. This Offering Circular 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 and Qualified Purchasers described in (i) above or to persons considering a purchase of the Additional Notes in offshore transactions described in (ii) above.

This Offering Circular is for distribution only to persons who (i) 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**"), (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 U.K. 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 Additional Notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "**relevant persons**"). This Offering Circular 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 Circular relates is available only to relevant persons and will be engaged in only with relevant persons.

This Offering Circular has been prepared on the basis that any offer of the Additional Notes in any Member State of the EEA or the U.K. will be made pursuant to an exemption under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") from the requirement to publish a prospectus for offers of the Additional Notes. This Offering Circular is not a prospectus for the purposes of the Prospectus Regulation. Accordingly, any person making or intending to make any offer within the EEA or the U.K. of the Additional Notes should only do so in circumstances in which no obligation arises for the Issuer or any of the Initial Purchasers to produce a prospectus for such offer. Neither the Issuer nor the Initial Purchasers have authorized, nor do they authorize, the making of any offer of the Additional Notes through any financial intermediary, other than offers made by the Initial Purchasers which constitute the final placement of the Additional Notes contemplated in this Offering Circular.

Solely for the purposes of the product approval process of each manufacturer, the target market assessment in respect of the Additional Notes described in this Offering Circular has led to the conclusion that: (i) the target market for the Additional Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Additional Notes to eligible counterparties and professional clients are appropriate. The target market and distribution channel(s) may vary in relation to sales outside the EEA or the U.K. in light of local regulatory regimes in force in the relevant jurisdiction. Any person subsequently offering, selling or recommending the Additional Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of such Additional Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

The Additional Notes are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act and all other applicable securities laws. See "*Plan of Distribution*" and "*Transfer Restrictions*". By purchasing any Additional Notes, you will be deemed to have made certain acknowledgments, representations and agreements as described in those sections of this Offering Circular. You may be required to bear the financial risks of investing in the Additional Notes for an indefinite period of time.

The Issuer and Virgin Media have prepared this Offering Circular solely for use in connection with this offering and for applying to Euronext Dublin for the Additional Notes to be admitted to listing on its Official List and for trading on its Global Exchange Market. You may not distribute this Offering Circular or make copies of it without the Issuer's and Virgin Media's 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 Circular (including the information incorporated by reference herein) as investment, legal, tax or other advice. You should consult your own counsel, accountant and other advisers as to legal, tax, business, financial, regulatory and related aspects of a purchase of the Additional Notes. You are responsible for making your own examination of Virgin Media and your own assessment of the merits and risks of investing in the Additional Notes. None of the Issuer, Virgin Media or the Initial Purchasers is making any representation to you regarding the legality of an investment in the Additional Notes by you.

The information contained in this Offering Circular (including the information incorporated by reference herein) has been furnished by the Issuer and Virgin Media and other sources the Issuer and Virgin Media believe to be reliable. No representation or warranty, express or implied, is made by the Initial Purchasers or any of their affiliates as to the accuracy, adequacy or completeness of any of the information set out in this Offering Circular or incorporated by reference herein, and nothing contained in this Offering Circular or incorporated by reference herein 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 Circular (including the information incorporated by reference herein) 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 the Issuer and Virgin Media upon request, for the complete information contained in those documents. Copies of such documents and other information relating to the issuance of the Additional Notes will also be available for inspection at the registered office of the Issuer and the specified offices of the paying agent, and may be provided by email to any requesting Noteholder, subject to the paying agent being provided with electronic copies of such documents. All summaries of the documents contained herein are qualified in their entirety by this reference. You agree to the foregoing by accepting this Offering Circular.

The Issuer (except as noted in the following paragraph) and Virgin Media accept responsibility for the information contained in this Offering Circular (including the information incorporated by reference herein). Virgin Media has made all reasonable inquiries and confirmed to the best of its knowledge, information and belief that the information contained in this Offering Circular (including the information incorporated by

reference herein) with regard to Virgin Media, each of its subsidiaries and affiliates, and the Additional Notes is true and accurate in all material respects, that the opinions and intentions expressed in this Offering Circular (including the information incorporated by reference herein) are honestly held, and that it is not aware of any other facts the omission of which would make this Offering Circular (including the information incorporated by reference herein) or any statement contained herein misleading in any material respect, as of the date hereof (and the information incorporated by reference herein, as of the date of such incorporated document).

The Issuer accepts responsibility for the information contained in this Offering Circular (except in relation to the information in respect of Virgin Media, each of its subsidiaries and affiliates, and industry, statistical and market-related data included herein, for which Virgin Media takes sole responsibility). To the best of the knowledge and belief of the Issuer, the information contained in this Offering Circular for which it takes responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

To the fullest extent permitted by law, none of the Initial Purchasers accepts any responsibility for the contents of this Offering Circular or for any statement made or purported to be made therein. The Initial Purchasers accordingly disclaim all and any liability, whether arising in tort or contract or otherwise which they might otherwise have in respect of this Offering Circular or any such statement. Neither the Initial Purchasers, nor any of their affiliates, agents, directors, officers and employees accepts any responsibility to any person for any acts or omissions of the Issuer, Virgin Media or any of their affiliates, agents, directors, officers or employees relating to this offering, this Offering Circular or any other document executed in connection with this offering. The Initial Purchasers are only acting for the Issuer in connection with the transactions referred to in this Offering Circular and no one else and will not be responsible to anyone other than the Issuer for providing the protections offered to clients of the Initial Purchasers or for providing advice in relation to the offering, the transactions or any arrangement or other matter referred to herein.

No person is authorized in connection with any offering made pursuant to this Offering Circular to give any information or to make any representation not contained in this Offering Circular (including the information incorporated by reference herein), and, if given or made, any other information or representation must not be relied upon as having been authorized by the Issuer, Virgin Media or the Initial Purchasers. The information contained in this Offering Circular is current at the date hereof, and the information incorporated by reference herein is current as of the date of such incorporated document. Neither the delivery of this Offering Circular 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 Circular or incorporated by reference herein or in either the Issuer's or Virgin Media's affairs since the date of this Offering Circular or the date of the relevant incorporated document.

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

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

This Offering Circular does not constitute an offer to sell or an invitation to subscribe for or purchase any of the Additional 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 Additional Notes or possess this Offering Circular. You must also obtain any consents or approvals that you need in order to purchase any Additional Notes. None of the Issuer, Virgin Media or the Initial Purchasers is responsible for your compliance with these legal requirements. You may be required to bear the financial risks of investing in the Additional Notes for an indefinite period of time.

If issued, the Additional Notes will initially be available in book-entry form only. The Additional Notes will be represented on issue by one or more Global Notes (as defined herein), which will be delivered through Euroclear and Clearstream (together, the "**Clearing Systems**" and each a "**Clearing System**"). Interests in the Global Notes will be exchangeable for definitive notes only in certain limited circumstances. See "*Book-Entry Clearance Procedures*" and "*Form of the Notes*" found elsewhere in this Offering Circular.

STABILIZATION

IN CONNECTION WITH THIS OFFERING, DEUTSCHE BANK AG, LONDON BRANCH (THE "**STABILIZING MANAGER**") (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) MAY OVER-ALLOT ADDITIONAL NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE ADDITIONAL NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILIZING MANAGER (OR PERSONS ACTING ON BEHALF OF THE 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 ADDITIONAL 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 ADDITIONAL NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE ADDITIONAL NOTES.

NOTICE TO U.S. INVESTORS

Each purchaser of Additional Notes will be deemed to have made the representations, warranties and acknowledgments that are described in this Offering Circular under "*Transfer Restrictions*". The Additional 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 new Additional 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 Additional Notes, see "*Transfer Restrictions*". The Additional Notes may not be offered to the public within any jurisdiction. By accepting delivery of this Offering Circular, you agree not to offer, sell, resell, transfer or deliver, directly or indirectly, any new Additional Note to the public.

CERTAIN VOLCKER RULE CONSIDERATIONS

The Issuer relies on an analysis that it does not come within the definition of "investment company" under the U.S. Investment Company Act because of the exemption provided under Section 3(c)(7) thereunder. Consequently, the Issuer may be considered to be a "covered fund" for purposes of Section 13 of the Bank Holding Company Act, as amended, together with the rules, regulations and published guidance promulgated thereunder, as amended (the "**Volcker Rule**"). See "*Risk Factors—Risks Relating to Regulatory Initiatives—Volcker Rule*" and "*Transfer Restrictions*".

NOTICE TO CANADIAN INVESTORS

The Notes may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable Canadian securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Offering Circular (including any amendment hereto) contains a misrepresentation, provided that, the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (for the purposes of this paragraph, "**NI 33-105**"), the Initial Purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with the offering of Notes.

PROHIBITION OF OFFERS TO EEA OR U.K. RETAIL INVESTORS

The Additional Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or the U.K. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. No key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Additional Notes or otherwise making them available to retail investors in the EEA or the U.K. has been prepared. Offering or selling the Additional Notes or otherwise making them available to any retail investor in the EEA or the U.K. may be unlawful under the PRIIPs Regulation.

PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET

Solely for the purposes of the product approval process of each manufacturer, the target market assessment in respect of the Additional Notes described in this Offering Circular has led to the conclusion that: (i) the target market for such Additional Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of such Additional Notes to eligible counterparties and professional clients are appropriate. The target market and distribution channel(s) may vary in relation to sales outside the EEA and the U.K. in light of local regulatory regimes in force in the relevant jurisdiction. Any person subsequently offering, selling or recommending such Additional Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of such Additional Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

NOTICE TO EEA AND U.K. INVESTORS

In relation to each Member State and the U.K., each Initial Purchaser has represented and agreed that it has not made and will not make an offer of Additional Notes which are the subject of the offering contemplated by this Offering Circular to the public in that Member State and the U.K. other than:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), as permitted under the Prospectus Regulation, subject to obtaining the prior consent of the relevant Initial Purchaser or Initial Purchasers nominated by the Issuer for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation; *provided* that no such offer of the Additional Notes shall require the publication by the Issuer or any Initial Purchaser of a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation. Accordingly, any person making or intending to make any offer within the EEA or the U.K. of the Additional Notes should only do so in circumstances in which no obligation arises for the Issuer or Virgin Media or the Initial Purchasers to publish a prospectus, pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor the Initial Purchasers have authorized, nor do the Issuer or Virgin Media or any Initial Purchaser authorize, the making of any offer of Additional Notes through any financial intermediary, other than offers made by the Initial Purchasers, which constitute the final placement of the Additional Notes contemplated in this Offering Circular.

For the purposes of this provision, the expression an "offer of notes to the public" in relation to any Additional Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Additional Notes to be offered so as to enable an investor to decide to purchase or subscribe the Additional Notes and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129 and includes any relevant implementing measure in any Member State and the U.K.

Each subscriber for or purchaser of the Additional Notes in the offering located within a Member State or the U.K. will be deemed to have represented, acknowledged and agreed that it is a "qualified investor" within the meaning of the Prospectus Regulation. The Issuer, the Initial Purchasers and their affiliates, and others will rely upon the trust and accuracy of the foregoing representation, acknowledgment and agreement.

NOTICE TO CERTAIN EUROPEAN INVESTORS

Austria. This Offering Circular has not been or will not be approved and/or published pursuant to the Austrian Capital Markets Act (*Kapitalmarktgesetz*) as amended. Neither this Offering Circular nor any other document connected therewith constitutes a prospectus according to the Austrian Capital Markets Act and neither this Offering Circular 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 Additional Notes in Austria and the offering of the Additional Notes may not be advertised in Austria. Any offer of the Additional 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 Additional Notes in Austria.

Germany. The Additional 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 29 April 2004 as amended, or any other laws applicable in Germany governing the issue, offering and sale of securities. This Offering Circular has not been approved under the German Securities Prospectus Act (*Wertpapierprospektgesetz*) or the Prospectus Regulation and accordingly the Additional Notes may not be offered publicly in Germany.

France. This Offering Circular 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 Additional Notes may not be, directly or indirectly, offered or sold to the public in France, and offers and sales of the Additional 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 Circular nor any other offering material may be distributed to the public in France.

Italy. The offering of the Additional Notes has not been cleared by *Commissione Nazionale per le Società e la Borsa*, the Italian Securities Exchange Commission ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, no Additional Notes may be offered, sold or delivered, directly or indirectly, nor may copies of this Offering Circular or any other offering circular, prospectus, form of application, advertisement, other offering material or other information or document relating to the Issuer, or the Additional Notes be issued, distributed or published in Italy, either on the primary or on the secondary market, except:

(i) to qualified investors (*investitori qualificati*), as defined by Article 2, paragraph (e) of the Prospectus Regulation; or

(ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-*ter* of CONSOB Regulation No. 11971 of May 14, 1999, as amended from time to time ("**Regulation No. 11971**"), and the applicable Italian laws.

Any offer, sale or delivery of the Additional Notes or distribution of copies of this Offering Circular or any other document relating to the Additional Notes in Italy under (i) or (ii) above must be:

(a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Legislative Decree No. 58 of February 24, 1998, as amended (the "**Financial Services Act**"), CONSOB Regulation No. 20307 of 15 February 2018, as amended ("**Regulation No. 20307**") and Legislative Decree No. 385 of September 1, 1993, as amended (the "**Banking Act**"); and

(b) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Any investor purchasing the Additional Notes is solely responsible for ensuring that any offer or resale of the Additional Notes by such investor occurs in compliance with applicable laws and regulations.

Ireland. No action may be taken with respect to the Additional Notes in Ireland otherwise than in conformity with the provisions of (a) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended, the "**MiFID Regulations**"), including, without limitation, Regulation 5 (*Requirement for Authorisation (and certain provisions concerning MTFs and OTFs)*) thereof or any codes of conduct made under the MiFID Regulations and the provisions of the Investor Compensation Act 1998 (as amended), (b) the Companies Act 2014 (as amended, the "**Companies Act**"), the Central Bank Acts 1942 to 2019 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989 (as amended), (c) the Prospectus Regulation, (d) the European Union (Prospectus) Regulations 2019 (as amended) (the "**Irish Prospectus Regulations**") and any rules issued under Section 1363 of the Companies Act by the Central Bank of Ireland and (e) the Market Abuse Regulations (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules or guidance issued by the Central Bank of Ireland under Section 1370 of the Companies Act.

Grand Duchy of Luxembourg. This Offering Circular has not been approved by and will not be submitted for approval to the Luxembourg Supervision Commission of the Financial Sector (*Commission de Surveillance du Secteur Financier*) for purposes of a public offering or sale in Luxembourg. Accordingly, the Additional Notes may not be offered or sold to the public in Luxembourg, directly or indirectly, and neither this Offering Circular 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 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, as amended (the "**Prospectus Act**") and implementing the Prospectus Regulation. Consequently, this Offering Circular and any other offering circular, offering memorandum, 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.

The Netherlands. The Additional Notes (including rights representing an interest in each Global Note that represents the Additional Notes) may not be offered or sold to individuals or legal entities in the Netherlands other than to qualified investors (*gekwalificeerde beleggers*) as defined in The Netherlands Financial Supervision Act (*Wet op het financieel toezicht*).

Spain. This offering or this Offering Circular has not been registered with the Comisión Nacional del Mercado de Valores and therefore the Additional 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*").

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

United Kingdom. This Offering Circular is for distribution only to, and is only directed at, persons who (i) are investment professionals, as such term is defined in Article 19(5) of 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 U.K. or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) in connection with the issue or sale of any Additional Notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "**relevant persons**"). This Offering Circular 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 document 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 Circular or any of its contents.

THIS OFFERING CIRCULAR AND THE INFORMATION INCORPORATED BY REFERENCE HEREIN CONTAINS IMPORTANT INFORMATION THAT YOU SHOULD READ BEFORE YOU MAKE ANY DECISION WITH RESPECT TO AN INVESTMENT IN THE ADDITIONAL NOTES.

DOCUMENTS INCORPORATED BY REFERENCE

We incorporate by reference certain information posted by us on the website of Liberty Global plc ("**Liberty Global**") as set forth below, which means that we can disclose certain information to you by referring you to those documents. The information that is incorporated by reference is considered to be part of this Offering Circular:

We incorporate by reference into this Offering Circular the following documents posted on the website of Liberty Global (*http://www.libertyglobal.com*):

- the 2019 Annual Report (as defined herein, as available on Liberty Global's website as of March 13, 2020; and
- the 2020 Quarterly Report (as defined herein), as available on Liberty Global's website as of May 27, 2020.

Except to the extent expressly incorporated by reference herein, the website of Liberty Global and the information included therein does not constitute, and should not be considered, a part of this Offering Circular.

Any statement contained in a document that is incorporated by reference herein will be modified or superseded for all purposes to the extent that a statement contained in this Offering Circular, or in any other document that was subsequently posted on Liberty Global's website and incorporated by reference herein, modifies or is contrary to that previous statement. Any statement so modified or superseded will not be deemed a part of this Offering Circular, except as so modified or superseded.

You should rely only upon the information provided in this Offering Circular 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 Circular or any document incorporated by reference herein is accurate as of any date other than that on the front cover of the document.

CURRENCY PRESENTATION AND DEFINITIONS

In this Offering Circular: (i) "£", "sterling" and "pound sterling" refer to the lawful currency of the U.K., (ii) "euro", "Euro" and "€" refer to the single currency of the member states of the European Union ("**EU**") participating in the third stage of economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended or supplemented from time to time, and (iii) "U.S. dollar", "dollar", "US$" and "$" refer to the lawful currency of the United States. Virgin Media's consolidated financial results are reported in pound sterling. Unless otherwise indicated, convenience translations into pound sterling or any other currency have been calculated at the March 31, 2020 market rate.

Definitions

As used in this Offering Circular:

"**2016 Receivables Financing Notes**" refers to the 2016 RFN Issuer's £800 million aggregate principal amount outstanding of its 5.5% Receivables Financing Notes due 2024, which are expected to be redeemed in connection with the issuance of the Notes and the issuance of the Dollar VFN Notes. See *"General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—2016 Receivables Financing Notes Redemption"*.

*"***2016 RFN Redemption**" has the meaning ascribed to it under "*General Description of Virgin Media's Business, the Issuer and the Offering—2016 Receivables Financing Notes Redemption*".

"**2016 RFN Issuer**" refers to Virgin Media Receivables Financing Notes I Designated Activity Company.

"**2016 VM Financing Facilities**" has the meaning ascribed to it under "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—Existing VM Financing Facilities—2016 VM Financing Facilities*".

"**2018 Block Transfer**" refers to the block sale and assignment by the Platform Provider of VM Accounts Receivable, originally purchased and held by the 2018 RFN Issuer, to the Issuer under the Framework Assignment Agreement on or shortly after the Issue Date.

"**2018 RFN Issuer**" refers to Virgin Media Receivables Financing Notes II Designated Activity Company.

"**2018 VM Financing Facilities**" has the meaning ascribed to it under "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—2018 VM Financing Facilities*".

"**2019 Annual Report**" refers to the annual report of Virgin Media as of and for the year ended December 31, 2019, which includes, among other sections, the Annual Consolidated Financial Statements, a description of Virgin Media's business, an independent auditors' report and management's discussion and analysis of financial condition and results of operations, incorporated by reference herein.

"**2020 Quarterly Report**" refers to the 2020 Quarterly Report of Virgin Media as of and for the three months ended March 31, 2020, which includes, the Interim Condensed Consolidated Financial Statements and management's discussion and analysis of financial condition and results of operations, incorporated by reference herein.

"**2020 Restatement Date**" means May 15, 2020.

"**2022 VM 4.875% Dollar Senior Notes**" refers to Virgin Media Finance's $900.0 million aggregate original principal amount of its 4.875% senior notes due 2022, which are expected to be redeemed in full in connection with the June 2020 Redemption.

"**2022 VM 5.25% Dollar Senior Notes**" refers to Virgin Media Finance's $500.0 million aggregate original principal amount of its 5.25% senior notes due 2022, which are expected to be redeemed in full in connection with the June 2020 Redemption.

"**2022 VM Senior Notes**" refers collectively to the 2022 VM 5.25% Dollar Senior Notes, the 2022 VM 4.875% Dollar Senior Notes and the 2022 VM Sterling Senior Notes, which are expected to be redeemed in full in connection with the June 2020 Redemption.

"**2022 VM Sterling Senior Notes**" refers to Virgin Media Finance's £400.0 million aggregate original principal amount of its 5.125% senior notes due 2022, which are expected to be redeemed in full in connection with the June 2020 Redemption.

"**2024 VM Dollar Senior Notes**" refers to Virgin Media Finance's $500.0 million aggregate original principal amount of its 6.00% senior notes due 2024, which are expected to be redeemed in full in connection with the June 2020 Redemption.

"**2025 VM Dollar Senior Notes**" refers to Virgin Media Finance's $400.0 million aggregate original principal amount of its 5.75% senior notes due 2025, which were partially redeemed in connection with the May 2020 Notes Redemption and which are expected to be redeemed in full in connection with the 2025 VM Senior Notes Redemption.

"**2025 VM Euro Senior Notes**" refers to Virgin Media Finance's €460.0 million aggregate original principal amount of its 4.50% senior notes due 2025, which are expected to be redeemed in full in connection with the 2025 VM Senior Notes Redemption.

"**2025 VM Senior Notes**" refers collectively to the 2025 VM Dollar Senior Notes and the 2025 VM Euro Senior Notes, which are expected to be redeemed in full in connection with the June 2020 Transactions.

"**2025 VM Senior Notes Redemption**" has the meaning ascribed to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—June 2020 Transactions*".

"**2025 VM Senior Secured Notes**" refers to Virgin Media Secured Finance's £521.3 million aggregate original principal amount of its 6.00% senior secured notes due 2025.

"**2026 VM Senior Secured Notes**" refers to Virgin Media Secured Finance's $750.0 million aggregate original principal amount of its 5.50% senior secured notes due 2026.

"**2027 VM 4.875% Senior Secured Notes**" refers to Virgin Media Secured Finance's £525.0 million aggregate original principal amount of its 4.875% senior secured notes due 2027.

"**2027 VM 5.00% Senior Secured Notes**" refers to Virgin Media Secured Finance's £675.0 million aggregate original principal amount of its 5.00% senior secured notes due 2027.

"**2027 VM Senior Secured Notes**" refers collectively to the 2027 VM 4.875% Senior Secured Notes and the 2027 VM 5.00% Senior Secured Notes.

"**2029 VM 5.25% Senior Secured Notes**" refers collectively to the Original 2029 VM 5.25% Senior Secured Notes and the Additional 2029 VM 5.25% Senior Secured Notes.

"**2029 VM 6.25% Senior Secured Notes**" refers collectively to the Original 2029 VM 6.25% Senior Secured Notes and the Additional 2029 VM 6.25% Senior Secured Notes, a portion of which were redeemed in connection with the proceeds of the Additional 2029 VM Dollar Senior Secured Notes.

"2029 VM Dollar Senior Secured Notes" refers collectively to the Original 2029 VM Dollar Senior Secured Notes and the Additional 2029 VM Dollar Senior Secured Notes.

"**2029 VM Senior Secured Notes**" refers collectively to the 2029 VM 5.25% Senior Secured Notes, 2029 VM Dollar Senior Secured Notes and 2029 VM 6.25% Senior Secured Notes.

"**2030 VM 4.25% Senior Secured Notes**" refers to Virgin Media Secured Finance's £400.0 million aggregate original principal amount of its 4.25% senior secured notes due 2030.

"**2030 VM 5.00% Senior Notes**" refers collectively to the Original 2030 VM 5.00% Senior Notes and the Additional 2030 VM 5.00% Senior Notes, which are expected to be issued on June 11, 2020.

"**2030 VM 3.75% Senior Notes**" refers to Virgin Media Finance's €500.0 million aggregate original principal amount of its 3.75% senior notes due 2030, which are expected to be issued on June 22, 2020.

"**Accelerated Maturity Event**" has the meaning assigned to such term in Condition 6(g) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Accelerated Maturity Event*").

"**Account Bank**" refers to The Bank of New York Mellon, London Branch, a banking corporation organized and existing under the laws of the state of New York, acting through its branch office at One Canada Square, London E14 5AL, England in its capacity as account bank under the Agency and Account Bank Agreement, or any successors or assigns thereunder.

"**Accounts Payable Management Services Agreement**" or "**APMSA**" refers (i) the Existing APMSA, and (ii) following an SCF Platform Addition, the Existing APMSA and any accounts payable management services agreement (or equivalent) to be entered into between, *inter alios*, the Platform Provider and VMIH as Obligors' Parent, in each case of (i) and (ii), as amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement), or otherwise modified from time to time.

"**Additional 2029 VM 5.25% Senior Secured Notes**" refers to Virgin Media Secured Finance's £40.0 million aggregate original principal amount of its 5.25% senior secured notes due 2029, issued on August 1, 2019.

"**Additional 2029 VM 6.25% Sterling Senior Secured Notes**" refers to Virgin Media Secured Finance's £175.0 million aggregate original principal amount of its 6.25% senior secured notes due 2029, issued on April 1, 2014.

"**Additional 2029 VM Dollar Senior Secured Notes**" refers to Virgin Media Secured Finance's $600.0 million aggregate original principal amount of its 5.50% senior secured notes due 2029, issued on July 5, 2019.

"**Additional 2030 VM 5.00% Senior Notes**" refers to Virgin Media Secured Finance's $250.0 million aggregate original principal amount of its 5.00% senior notes due 2030, which are expected to be issued on June 22, 2020.

"**Additional Notes**" refers to the £400.0 million 4.875% vendor financing notes due 2028 offered hereby and to be issued on or about the Issue Date.

"**Administrator**" refers to The Bank of New York Mellon, London Branch, a banking corporation organized and existing under the laws of the state of New York, acting through its branch office at One Canada Square, London E14 5AL, England in its capacity as administrative agent under the Agency and Account Bank Agreement, or any successor thereunder approved or appointed by the Issuer.

"**Agency and Account Bank Agreement**" refers to the agreement to be entered into on the Issue Date between, *inter alios*, the Issuer, the Administrator and the Account Bank, as amended and restated from time to time.

"**Agent**" refers to, as the context requires, the Registrar, Paying Agent, Transfer Agent, Administrator and/or Account Bank.

"**Annual Consolidated Financial Statements**" refers to Virgin Media's audited consolidated financial statements, which comprise the consolidated balance sheets of Virgin Media and its subsidiaries as of December 31, 2019 and 2018, the related consolidated statements of operations, comprehensive earnings (loss), owner's deficit and cash flows for the years ended December 31, 2019, 2018 and 2017, and the related notes thereto, and which are included in the 2019 Annual Report, incorporated by reference herein.

"**Applied Discount**" refers to (i) in the context of the APMSA, the discount amount that the Platform Provider will deduct from the Certified Amount in case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA and (ii) in the context of the Framework Assignment Agreement, the discount amount that the Platform Provider will deduct from the Certified Amount in the case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA *less* the Platform Provider Processing Fee.

"**Appointee**" refers to any attorney, agent, delegate or other person properly appointed by the Notes Trustee and/or the Security Trustee in accordance with the Trust Deed to discharge any of its functions or advise it in relation thereto.

"**Approved Exchange Offer**" has the meaning assigned to such term in Condition 6(k) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Approved Exchange Offer*").

"**Approved Platform Receivable**" refers to a Receivable which has been given the status "approved" by an Obligor in an Electronic Data File posted by that Obligor to the SCF Platform Website pursuant to the terms of the Accounts Payable Management Services Agreement.

"**Assigned Receivables**" refers to, at any time of determination, any VM Accounts Receivable, in respect of which there has been an assignment of such VM Accounts Receivable (including pursuant to the Block Transfer and the 2018 Block Transfer) from the Platform Provider to the Issuer pursuant to the terms of the Framework Assignment Agreement and the relevant Assignment Framework Note.

"**Assignment**" refers to the selling and assigning by the Platform Provider of all of its rights, title and interest in and to the relevant Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider) at the relevant Purchase Price Amounts to the Issuer pursuant to the relevant Assignment Framework Note, which shall happen immediately, and without further action on the part of any person or entity, upon payment by the Issuer to the Platform Provider of the relevant Requested Purchase Price Amount (which may be adjusted pursuant to the terms of the Framework Assignment Agreement) on the relevant Value Date.

"**Assignment Framework Note**" refers to an assignment framework note substantially in the form set out in Schedule 1 (Form of Assignment Framework Note) to the Original Framework Assignment Agreement or any other notice under a Framework Assignment Agreement as agreed between the relevant parties.

"**Assignment Notice**" refers to an assignment notice substantially in the form set out in Schedule 2 ("*Form of Assignment Notice*") to the Framework Assignment Agreement, or any other notice as agreed between the relevant parties.

"**Basic Terms Modification**" has the meaning assigned to such term in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*").

"**Benefit Plan Investor**" refers to (I) an employee benefit plan (as defined in Section 3(3) of ERISA), that is subject to the provisions of part 4 of subtitle B of Title I of ERISA, (II) an individual retirement account or other plan or arrangement to which Section 4975 of the Code applies or (III) any entity whose underlying assets include "plan assets" (within the meaning of 29 C.F.R. Section 2510/3-10 (as modified by Section 3(42) of ERISA)) by reason of any such plan's investment in such entity.

"**Block Transfe**r" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—2016 Receivables Financing Notes Redemption*".

"**Business Day**" or "**business day**" refers to each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, The Netherlands, New York, U.S., Dublin, Ireland or London, England are authorized or required by law to close.

"**Certified Amount**" refers to, with respect to a Payment Obligation, the Outstanding Amount of such Payment Obligation on the Certified Amount Fixed Date.

"**Certified Amount Fixed Date**" refers to the date the relevant Electronic Data File is uploaded in respect of a Payment Obligation.

"**Clearing Systems**" or "**Clearing System**" refers to Euroclear and/or Clearstream, as appropriate.

"**Clearstream**" refers to Clearstream Banking, S.A.

"**Code**" refers to the United States Internal Revenue Code of 1986, as amended.

"**Collected Amount**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**Collected Premium Amounts**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**Collected Principal Amount**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**Committed Principal Proceeds**" refers to the amount available to the Issuer from time to time for the purchase of VM Accounts Receivable equal to an amount representing the net proceeds of the Notes *plus* the net proceeds of the issuance of any Further Notes *plus*, in each case, any upfront payments payable by VMIH pursuant to the New VM Financing Facility Agreement in connection therewith. On the Issue Date, the Committed Principal Proceeds is expected to equal £900.0 million.

"**Conditions**" refers to the terms and conditions of the Additional Notes as set out in the Section of this Offering Circular entitled "*Terms and Conditions of the Notes*".

"**Confirmed Payment Date**" refers to, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the date (which cannot be changed) specified as such in the Electronic Data File when the Certified Amount is due and payable by the Obligors to the Relevant Recipient.

"**Consolidated Financial Statements**" refers collectively to the Interim Condensed Consolidated Financial Statements and the Annual Consolidated Financial Statements.

"**Constitution**" refers to the constitution of the Issuer as may be in force from time to time.

"**Corporate Administration Agreement**" refers to the agreement entered into on or prior to the Issue Date between the Corporate Servicer and the Issuer.

"**Corporate Servicer**" refers to TMF Administration Services Limited, having its registered office at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland, in its capacity as corporate services provider under the Corporate Administration Agreement.

"**Credit Note**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**Definitive Note**" refers to each note issued or to be issued in definitive, fully registered form in, or substantially in, the form set out in the Trust Deed.

"**Direct Participants**" refers to Noteholders who, as accountholders, hold their interests in Global Notes directly through Euroclear or Clearstream.

"**Dodd-Frank Act**" refers to the United States Dodd-Frank Wall Street Reform and Consumer Protection Act.

"**Dollar Framework Assignment Agreement**" refers to (i) the framework assignment agreement dated on or about the Dollar VFN Issue Date between, *inter alios*, the Dollar VFN Issuer, the Platform Provider and VMIH, and (ii) following an SCF Platform Addition, (A) the framework assignment agreement dated on or about the Dollar VFN Issue Date between, *inter alios*, the Dollar VFN Issuer, the Platform Provider and VMIH, and (B) any receivables assignment agreement (or equivalent) to be entered into between, inter alios, the Dollar VFN Issuer, the Platform Provider and VMIH, in each case of (i) and (ii), as may be amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement) or otherwise modified from time to time, and pursuant to which the Dollar VFN Issuer will purchase eligible VM Accounts Receivable from the Platform Provider. As used herein, the term "Framework Assignment Agreement" may also refer to, as the context may require, the Framework Assignment Agreement and the Assignment Framework Notes.

"**Dollar Excess Cash Facility**" refers to the revolving facility to be made available by the Dollar VFN Issuer to VMIH as the borrower under the Dollar VM Financing Facility Agreement pursuant to Clause 2.1 thereof.

"**Dollar Excess Cash Loans**" refers to loans made or to be made under the Dollar Excess Cash Facility pursuant to the Dollar VM Financing Facility Agreement.

"**Dollar Interest Facility**" refers to the revolving facility to be made available by the Dollar VFN Issuer to VMIH as the borrower pursuant to Clause 2.2 of the Dollar VM Financing Facility Agreement.

"**Dollar Interest Facility Loans**" refers to loans made or to be made under the Dollar Interest Facility pursuant to the Dollar VM Financing Facility Agreement.

"**Dollar Issue Date Facility**" refers to the term facility to be made available by the Dollar VFN Issuer to VMIH as the borrower pursuant to Clause 2.3 of the Dollar VM Financing Facility Agreement.

"**Dollar Issue Date Facility Loan**" refers to any loan to be made under the Dollar Issue Date Facility pursuant to the Dollar VM Financing Facility Agreement, and together, the "**Dollar Issue Date Facility Loans**".

"Dollar Notes Block Transfer" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—2016 Receivables Financing Notes Redemption*".

"**Dollar VFN Issuer**" refers to Dolya Holdco 18 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes IV Designated Activity Company).

"**Dollar VFN Issue Date**" refers to June 24, 2020.

"**Dollar VFN Notes**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—Concurrent Dollar VFN Notes Transaction*".

"**Dollar VM Financing Facilities**" refers to the Dollar Excess Cash Facility, the Dollar Interest Facility and the Dollar Issue Date Facility".

"**Dollar VM Financing Facility Agreement**" refers to the agreement to be entered into on the Dollar VFN Issue Date between, *inter alios*, VMIH as the borrower and the Dollar VFN Issuer as the lender, as amended, amended and restated, supplemented or otherwise modified from time to time.

"**Dollar VM Financing Facility Loans**" refers to the Dollar Excess Cash Loans, the Dollar Interest Facility Loans and any Dollar Issue Date Facility Loans.

"**EEA**" refers to the European Economic Area.

"**Electronic Data File**" refers to an electronic file substantially in the form set out in Schedule 3 to the Accounts Payable Management Services Agreement.

"**ERISA**" refers to the United States Employee Retirement Income Security Act of 1974, as amended.

"**EURIBOR**" refers to the Euro Interbank Offered Rate.

"**Euroclear**" refers to Euroclear Bank S.A./N.V., as operator of the Euroclear system.

"**Euronext Dublin**" refers to The Irish Stock Exchange plc, trading as Euronext Dublin.

"**Excess Arrangement Payment**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**Excess Cash Facility**" refers to the revolving facility to be made available by the Issuer to the New VM Financing Facility Borrower (as defined herein) under the New VM Financing Facility Agreement pursuant to Clause 2.1 thereof.

"**Excess Cash Loans**" refers to loans made or to be made under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement.

"**Exchange Act**" refers to the United States Securities Exchange Act of 1934, as amended.

"**Excluded Buyer**" refers to Virgin Media Ireland Ltd., a private company limited by shares incorporated under the laws of Ireland with registered number 435668 whose registered office is at Building P2, Eastpoint Business Park, Clontarf, Dublin 3, Ireland, as the "Excluded Buyer" pursuant to and in accordance with the Framework Assignment Agreement.

"**Existing APMSA**" means the amended and restated accounts payable management services agreement originally dated September 20, 2013 (and amended and restated on the 2020 Restatement Date) between, *inter alios*, the Platform Provider and VMIH as Obligors' Parent.

"**Existing VM Financing Facilities**" refers collectively to the 2016 VM Financing Facilities and the 2018 VM Financing Facilities.

"**Existing VM Indentures**" refers collectively to the Existing VM Senior Notes Indentures and the Existing VM Senior Secured Notes Indentures.

"**Existing Senior Notes**" refers collectively to the 2022 VM Senior Notes, the 2024 VM Dollar Senior Notes and the 2025 VM Senior Notes, all of which are expected to be redeemed in full in connection with the Notes Redemption.

"**Existing Senior Notes Indentures**" refers collectively to the indentures governing the Existing Senior Notes.

"**Existing Senior Secured Notes**" refers collectively to the 2025 VM Senior Secured Notes, the 2026 VM Senior Secured Notes, the 2027 VM Senior Secured Notes, the 2029 VM Senior Secured Notes and the 2030 VM 4.25% Senior Secured Notes.

"**Existing Senior Secured Notes Indentures**" refers collectively to the indentures governing the Existing Senior Secured Notes.

"**Expenses Agreement**" refers to the agreement to be entered into on the Issue Date between the New VM Financing Facility Borrower and the Issuer.

"**Extraordinary Resolution**" has the meaning assigned to such term in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*").

"**FATCA**" refers to

(a) sections 1471 to 1474 of the Code or any associated regulations or other official guidance;

(b) any agreement pursuant to the implementation of paragraph (a) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction; or

(c) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) or (b) above.

"**Fitch**" refers to Fitch Ratings Inc., or its successors and assigns.

"**Framework Assignment Agreement**" refers to (i) the framework assignment agreement dated on or about the Issue Date between, *inter alios*, the Issuer, the Platform Provider and VMIH, and (ii) following an SCF Platform Addition, (A) the framework assignment agreement dated on or about the Issue Date between, *inter alios*, the Issuer, the Platform Provider and VMIH, and (B) any receivables assignment agreement (or equivalent) to be entered into between, *inter alios*, the Issuer, the Platform Provider and VMIH, in each case of (i) and (ii), as may be amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement) or otherwise modified from time to time, and pursuant to which the Issuer will purchase eligible VM Accounts Receivable from the Platform Provider. As used herein, the term "Framework Assignment Agreement" may also refer to, as the context may require, the Framework Assignment Agreement and the Assignment Framework Notes.

"**FSMA**" refers to the Financial Services and Markets Act 2000 of the United Kingdom.

"**Further Notes**" refers to the further vendor financing notes which the Issuer will be entitled, at its option and without the consent of the Noteholders, to issue, having the same terms and conditions (except as to issue date and initial interest paid in respect of their first interest period) as the Notes.

"**GBP LIBOR**" refers to LIBOR denominated in pound sterling.

"**Global Exchange Market**" refers to the Global Exchange Market of Euronext Dublin.

"**Global Note**" refers to any Regulation S Global Note or Rule 144A Global Note.

"**Group Intercreditor Deed**" refers to the Group Intercreditor Deed originally entered into on March 3, 2006, among Deutsche Bank AG, London Branch as facility agent and security trustee, the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (each as defined therein), as amended and restated on June 13, 2006, July 10, 2006, May 15, 2008, October 30, 2009, January 8, 2010 and April 19, 2017, and as may be amended, modified, supplemented, extended or replaced from time to time.

"**High Yield Intercreditor Deed**" refers to the High Yield Intercreditor Deed originally entered into on April 13, 2004 among Deutsche Bank AG, London Branch as facility agent and security trustee, Virgin Media Finance, VMIH, The Bank of New York as high yield trustee and the senior lenders party 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 relevant indentures.

"**Indirect Participants**" refers to Noteholders who hold their interests in Global Notes indirectly through Direct Participants.

"**ING**" refers to ING Bank N.V., together with its successors and permitted assigns.

"**Initial Purchasers**" refers, collectively, to Deutsche Bank AG, London Branch, Credit Suisse Securities (Europe) Limited, ING Bank N.V., London Branch, RBC Europe Limited, ABN AMRO Bank N.V., Banca IMI S.p.A., BofA Securities Europe SA, Crédit Agricole Corporate and Investment Bank and Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH.

"**Interest Facility**" refers to the revolving facility to be made available by the Issuer to the New VM Financing Facility Borrower pursuant to Clause 2.2 of the New VM Financing Facility Agreement.

"**Interest Facility Loans**" refers to loans made or to be made under the Interest Facility pursuant to the New VM Financing Facility Agreement.

"**Interest Payment Date**" refers to the days on which interest on the Notes will be payable in pound sterling semi-annually in arrears: January 15 and July 15 of each year, commencing on January 15, 2021 subject to adjustment for non-business days.

"**Interest Proceeds Account**" refers to the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank through which the Issuer will finance the payment of interest on the Notes (including the Additional Notes) and fund Interest Facility Loans to the New VM Financing Facility Borrower. See "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**Interim Condensed Consolidated Financial Statements**" refers to Virgin Media's unaudited condensed consolidated financial statements, which comprise the condensed consolidated balance sheets of Virgin Media and its subsidiaries as of March 31, 2020 and December 31, 2019, and the related condensed consolidated statements of operations, comprehensive earnings (loss), and owner's equity for the three months ended March 31, 2020 and 2019 and condensed consolidated statements of cash flows for the three months ended March 31, 2020 and 2019, and the related notes thereto, and which are included in the 2020 Quarterly Report.

"**Investment Company Act**" refers to the United States Investment Company Act of 1940, as amended.

"**Ireland**" refers to Ireland, excluding, for the avoidance of doubt, Northern Ireland.

"**Irish Excluded Assets**" refers to all assets, property or rights of the Issuer deriving from the Issuer Profit Account and the Corporate Administration Agreement.

"**ISIN**" refers to International Securities Identification Number.

"**Issue Date**" refers to June 17, 2020.

"**Issue Date Arrangements Agreement**" refers to the agreement to be entered into on the Issue Date between the New VM Financing Facility Borrower, the Share Trustee and the Issuer as further discussed under "*Summary of Principal Documents*".

"**Issue Date Facility**" refers to the term facility made or to be made available by the Issuer to the New VM Financing Facility Borrower pursuant to Clause 2.3 of the New VM Financing Facility Agreement.

"**Issue Date Facility Loan**" refers to any loan to be made under the Issue Date Facility pursuant to the New VM Financing Facility Agreement, and together, the "**Issue Date Facility Loans**".

"**Issue Date Shares**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—The Issuer*".

"**Issuer**" refers to Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company), a designated activity company incorporated under the laws of Ireland with registered number 669525.

"**Issuer Collection Account**" refers to the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank, into which the Issuer will receive payments on Assigned Receivables and amounts under the New VM Financing Facility Agreement (with any such payments being immediately credited to the Interest Proceeds Account or the Principal Proceeds Account, as applicable).

"**Issuer Event of Default**" has the meaning assigned to such term in Condition 10 ("*Issuer Events of Default*").

"**Issuer Profit**" refers to the payment on the Issue Date into the Issuer Profit Account of (i) £3,000 as a fee in connection with the offering of the Original Notes and entry into the applicable Transaction Documents thereby and (ii) a £100 arrangement fee, in each case, pursuant to the Expenses Agreement.

"**Issuer Profit Account**" refers to the account in the name of the Issuer into which the Issuer Profit is paid pursuant to the Expenses Agreement.

"**Issuer Transaction Accounts**" refers to the Issuer Collection Account, the Interest Proceeds Account and the Principal Proceeds Account.

"**June 2020 Redemption**" has the meaning ascribed to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—June 2020 Transactions*".

"**LGC**" refers to Liberty Global Capital Limited.

"**Liberty Global**" refers to Liberty Global plc, with or without its consolidated subsidiaries, as the context requires.

"**LIBOR**" refers to the London Interbank Offered Rate.

"**Maturity Date**" refers to (i) initially, July 15, 2028 and (ii) following an Accelerated Maturity Event, the New Maturity Date.

"**May 2020 Notes Redemption**" has the meaning ascribed to such term in "*General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—Receivables Securitization*".

"**Minimum Issuer Capitalization Amount**" refers to an amount calculated by the Administrator, equal to 1/300th of the aggregate principal amount of the Notes.

"**Moody's**" refers to Moody's Investors Service, Inc., or its successors and assigns.

"**Net Amount**" means, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the amount to be paid to the relevant Supplier for such Approved Platform Receivable which amount will be specified in the Electronic Data File in respect of such Approved Platform Receivable in accordance with the APMSA. Such Net Amount is intended to be equal to the original face value of the invoice owed to the Supplier less any Credit Notes which are to be applied.

"**Network Extension**" has the meaning assigned to such term in "*Forward-Looking Statements*" in the 2019 Annual Report.

"**New Joint Venture**" has the meaning ascribed to such term in "*General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—New Joint Venture Transaction*".

"**New Joint Venture Transaction**" has the meaning ascribed to such term in "*General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—New Joint Venture Transaction*".

"**New Maturity Date**" refers to the date that is one Business Day following the Change of Control Prepayment Date (as defined in the New VM Financing Facility Agreement).

"**New VM Financing Facilities**" refers to the Excess Cash Facility, the Interest Facility and the Issue Date Facility.

"**New VM Financing Facility Agreement**" refers to the agreement to be entered into on the Issue Date between, *inter alios*, VMIH as the borrower and the Issuer as the lender, as amended, amended and restated, supplemented or otherwise modified from time to time. See "*Summary of Principal Documents*" and "*Annex A: New VM Financing Facility Agreement*".

"**New VM Financing Facility Borrower**" refers to VMIH, in its capacity as the borrower under the New VM Financing Facility Agreement.

"**New VM Financing Facility Guarantors**" refers to the Subsidiary Obligors, each in their capacity as guarantor under the New VM Financing Facility Agreement.

"**New VM Financing Facility Loans**" refers to the Excess Cash Loans, the Interest Facility Loans and any Issue Date Facility Loans.

"**New VM Financing Facility Obligors**" refers to the New VM Financing Facility Borrower and the New VM Financing Facility Guarantors, and "New VM Financing Facility Obligor" refers to any of them.

"**Noteholders**" refers to registered holders of the Additional Notes or the Notes, as the context requires.

"**Notes**" refers collectively to the Original Notes and the Additional Notes.

"**Notes Collateral**" refers to (i) the Issuer's rights, title, benefit and interest in, to and under the Assigned Receivables; (ii) the Issuer's rights under all contracts, agreements, deeds and documents to which it is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including, without limitation, the New VM Financing Facility Agreement, the Expenses Agreement, the Framework Assignment Agreement and the Issue Date Arrangements Agreement); (iii) the Issuer Transaction Accounts, and all amounts at any time standing to the credit thereto; and (iv) all other present and future property, assets and undertakings of the Issuer, but excluding, for the purposes of (i) to (iv), the Irish Excluded Assets.

"**Notes Redemption**" has the meaning ascribed to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Recent Developments—June 2020 Transactions*".

"**Notes Secured Obligations**" has the meaning assigned to such term in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*").

"**Notes Security Documents**" refers to the documents evidencing the security interests granted over the Notes Collateral (including, without limitation, the Trust Deed) and any other agreement or instrument from time to time governing a grant of a security interest permitted under the Trust Deed or the provisions of the Conditions to secure the obligations under the Notes.

"**Notes Trustee**" refers to BNY Mellon Corporate Trustee Services Limited, a limited liability company registered in England and Wales, whose registered office is at One Canada Square, London, E14 5AL, England in its capacity as notes trustee under the Trust Deed, and any successors or assigns thereunder.

"**Obligor**" refers to, with respect to each VM Account Receivable, any person (other than the Excluded Buyer) who owes a Payment Obligation in respect of such VM Account Receivable, or any payment undertaking related to such VM Account Receivable, to the Platform Provider or the Issuer pursuant to the Framework Assignment Agreement or the APMSA, in any case, related to such VM Account Receivable, whether such obligation forms the whole or any part of such VM Account Receivable. On the Issue Date, the Obligors will be VMIH, together with each of VML, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited.

"**Obligor Enforcement Notification**" refers to a notice informing an Obligor of an Assignment pursuant to the Framework Assignment Agreement.

"**Obligors' Parent**" refers to VMIH in its capacity, under the Framework Assignment Agreement and the Accounts Payable Management Services Agreement, as parent of the Subsidiary Obligors.

"**Offering Circular**" refers to this Offering Circular dated June 10, 2020.

"**Official List**" refers to Euronext Dublin's Official List.

"**Original 2029 VM 5.25% Senior Secured Notes**" refers to Virgin Media Secured Finance's £300.0 million aggregate original principal amount of its 5.25% senior secured notes due 2029, issued on May 16, 2019.

"**Original 2029 VM 6.25% Senior Secured Notes**" refers to Virgin Media Secured Finance's £225.0 million aggregate original principal amount of its 6.25% senior secured notes due 2029, issued on March 28, 2014.

"**Original 2029 VM Dollar Senior Secured Notes**" refers to Virgin Media Secured Finance's $825.0 million aggregate original principal amount of its 5.50% senior secured notes due 2029, issued on May 16, 2019.

"**Original 2030 VM 5.00% Senior Notes**" refers to Virgin Media Finance's $675.0 million aggregate original principal amount of its 5.00% senior notes due 2030, which are expected to be issued on June 11, 2020.

"**Original Notes**" refers to the Issuer's £500.0 million aggregate original principal amount of its 4.875% vendor financing notes to be issued on or about the Issue Date that were sold in a separate offering that priced on June 3, 2020.

"Original Notes Committed Principal Proceeds" refers to £500.0 million.

"**Outstanding Amount**" refers to, with respect to a Payment Obligation, an amount equal to (i) the gross amount of the Approved Platform Receivable in respect of which the Payment Obligation arose, less (ii) the sum of all Credit Notes allocated to that Payment Obligation pursuant to the terms of the APMSA.

"**Participants**" refers to Direct Participants together with Indirect Participants in the Clearing Systems.

"**Paying Agent**" refers to The Bank of New York Mellon, London Branch whose registered office is at One Canada Square, London E14 5AL, England, and any successors or assigns.

"**Payment Obligation**" refers to an independent and primary obligation of each Obligor on a joint and several basis to pay to the Relevant Recipient the Certified Amount (as defined in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*") on the Confirmed Payment Date under the APMSA.

"**Platform Provider**" refers to (i) initially, ING Bank N.V., in its capacity as provider and the administrator of the SCF Platform, together with its successors and permitted assigns; (ii) following an SCF Platform Addition, ING Bank N.V. (together with its successors and permitted assigns) and any additional provider and

administrator of an additional SCF Platform approved or appointed by VMIH or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns); and (iii) following an SCF Platform Replacement, the successor provider and administrator of the replacement SCF Platform approved or appointed by VMIH or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns).

"**Platform Provider Processing Fee**" refers to the processing fee due to the Platform Provider and LGC as specified in the APMSA, which will initially be 0.20% per annum.

"**Premium**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**Principal Proceeds Account**" refers to the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank through which the Issuer will finance its periodic purchases of VM Accounts Receivable available through the SCF Platform, Excess Cash Loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facility Agreement and the ultimate repayment of principal on the Notes (including the Additional Notes). See "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**Priorities of Payment**" refers to the Pre-Enforcement Priority of Payments as set out in Condition 3(e) ("*Status, Priority and Security—Pre-Enforcement Priority of Payments*") and the Post-Enforcement Priority of Payments as set out in Condition 3(f) ("*Status, Priority and Security—Post-Enforcement Priority of Payments*").

"**Prospectus Regulation**" refers to Regulation (EU) 2017/1129 of the European Parliament and of the council of July 20, 2017 on the prospectus to be published when securities are offered to the public or admitted to trading and amendments thereto, including repealing Directive 2003/71/EC.

"**Purchase Price Amount**" refers to, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount of such VM Account Receivable less the Applied Discount (as used in the context of the Framework Assignment Agreement) calculated as at the relevant Assignment Date.

"**Purchase Price Return Amount**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**QIB**" refers to a "qualified institutional buyer" within the meaning set forth in Rule 144A.

"**Qualified Purchaser**" has the meaning specified in Section 2(a)(51) of the Investment Company Act and Rules 2a51-1, 2a51-2 and 2a51-3 under the Investment Company Act.

"**Ratings Trigger Event**" refers to that the Platform Provider's long-term corporate credit rating is withdrawn, suspended or downgraded below any two of the following:

(a) a rating of "Baa3" (or the equivalent) or lower from Moody's or any of its successors or assigns; and/or

(b) a rating of "BBB-" (or the equivalent) or lower from S&P's or any of its successors or assigns.

"**Recast EU Insolvency Regulations**" refers to Council Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (recast).

"**Receivable**" refers to an amount of money payable by an Obligor to a Supplier as a result of an existing business relationship, evidenced by an invoice, and includes all rights attaching thereto under the relevant contract to which such invoice relates and the APMSA.

"**Receiver**" refers to a receiver, administrative receiver, trustee, administrator, custodian, conservator, liquidator, examiner, curator or other similar official (other than any party, including without limitation the Notes Trustee, the Security Trustee and the Administrator, appointed or otherwise acting pursuant to or in connection with the Transaction Documents).

"**Registrar**" refers to The Bank of New York Mellon SA/NV, Luxembourg Branch acting out of its offices at 2-4 Rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, and any successors or assigns.

"**Regulation S**" refers to Regulation S promulgated under the Securities Act.

"**Regulation S Global Note**" refers to one or more permanent global notes in fully registered form without interest coupons representing the Notes offered hereby and sold to non-U.S. persons in offshore transactions in reliance on Regulation S.

"**Relevant Recipient**" refers to, with respect to a Payment Obligation:

(a) the Platform Provider; or

(b) following a transfer of the Payment Obligation from the Platform Provider to a Transferee (as defined in the Accounts Payable Management Services Agreement) or from one Transferee to another Transferee, the Transferee to whom the Payment Obligation has most recently been transferred.

"**Requested Purchase Price Amount**" has the meaning assigned to such term in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**Rule 144A**" refers to Rule 144A promulgated under the Securities Act.

"**Rule 144A Global Note**" refers to one or more permanent global notes in fully registered form without interest coupons and sold to persons that, at the time of the acquisition, purported acquisition or proposed acquisition of any Note, are both a Qualified Institutional Buyer and a Qualified Purchaser.

"**S&P**" refers to Standard & Poor's Ratings Services, or its successors and assigns.

"**SCF Bank Account**" refers to the bank account or accounts maintained by the Platform Provider in relation to the SCF Platform and used for receipt of payments by the Platform Provider pursuant to the terms of the APMSA, as notified to the Obligors' Parent by the Platform Provider, and which shall be an account in the Netherlands (or as otherwise agreed with the Obligors' Parent).

"**SCF Platform**" refers to the electronic supply chain financing systems, managed by the Platform Provider and administered under the terms of the APMSA, to facilitate vendor financing provided by the Platform Provider and other participating funding providers, including the Issuer, and made available to VMIH and certain of its subsidiaries (including the Subsidiary Obligors), together with any additional system approved by VMIH or a Subsidiary Obligor pursuant to an SCF Platform Addition and any replacement system approved by VMIH or a Subsidiary Obligor pursuant to an SCF Platform Replacement.

"**SCF Platform Addition**" refers to the addition of another online system established and administered by an additional Platform Provider to facilitate vendor financing made available to VMIH and certain of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by VMIH or a Subsidiary Obligor.

"**SCF Platform Addition Documentation**" refers to the relevant additional Framework Assignment Agreement, together with any amendments, modifications, supplements or additions to any Transaction Document as is reasonably required (in the determination of VMIH) to implement an SCF Platform Addition.

"**SCF Platform Replacement**" refers to the replacement of the then-current SCF Platform with another online system established and administered by a successor Platform Provider to facilitate vendor financing made available to VMIH and certain of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by VMIH or a Subsidiary Obligor.

"**SCF Platform Website**" refers to https://www.ingscfplatform.com/ or such other website address as may be notified by the Platform Provider from time to time.

"**SCF Transfer**" refers to, in respect of a Receivable that has been given the status "approved" by or on behalf of the relevant Obligor in an Electronic Data File posted to the SCF Platform, the transfer and/or acquisition, or deemed transfer and/or acquisition, of all rights, interests and benefit of such Receivable and any related rights from the relevant Supplier to or by the Platform Provider by way of assignment, subrogation or otherwise upon payment of the Net Amount for such Receivable by the Platform Provider to the relevant Supplier pursuant to the terms of the APMSA.

"**SEC**" refers to the United States Securities and Exchange Commission.

"**Secured Parties**" refers to each of the following (here stated in no order of priority):

(a) the Security Trustee and any Receiver, manager or other Appointee appointed under the Trust Deed or any Notes Security Document;

(b) the Notes Trustee and any Appointee of the Notes Trustee, the Noteholders, the Account Bank, the Registrar, Paying Agent, Transfer Agent and Administrator under the Trust Deed and the Agency and Account Bank Agreement; and

(c) any other person who accedes as a beneficiary of the Notes Security Documents.

"**Securities Act**" refers to the United States Securities Act of 1933, as amended.

"**Security Trustee**" refers to BNY Mellon Corporate Trustee Services Limited, a limited liability company registered in England and Wales, whose registered office is at One Canada Square, London, E14 5AL, England in its capacity as security trustee under the Trust Deed, and any successors or assigns thereunder.

"**Share Trustee**" refers to TMF Management (Ireland) Limited, who holds the Shares of the Issuer.

"**Shares**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—The Issuer*".

"**Shortfall Payment**" has the meaning assigned to such term under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**Similar Laws**" refers to U.S. federal, state, local, non-U.S. or other laws or regulations that are substantially similar to Section 406 of ERISA or Section 4975 of the Code.

"**Stabilizing Manager**" refers to Deutsche Bank AG, London Branch.

"**Subscription Agreement**" refers to the agreement, governed by English law, to be entered into on or about the date of this Offering Circular among the Issuer, Virgin Media, VMIH and the Initial Purchasers as further described in "*Plan of Distribution*".

"**Subscription Proceeds**" refers to the proceeds received by the Issuer from the Share Trustee subscribing for Issue Date Shares.

"**Subsidiary Obligors**" refers to Virgin Media Limited, a private limited company incorporated under the laws of England and Wales with registered number 02591237 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Mobile Telecoms Limited, a private limited company incorporated under the laws of England and Wales with registered number 03707664 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Media Senior Investments Limited, a private limited company incorporated under the laws of England and Wales with registered number 10362628 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; and any additional "Buyer Subsidiary" (as defined in the Accounts Payable Management Services Agreement) that accedes to the Accounts Payable Management Services Agreement in accordance with its terms, each in its capacity as a Subsidiary Obligor under the Accounts Payable Management Services Agreement, other than the Excluded Buyer (in accordance with the Framework Assignment Agreement).

"**Supplier**" refers to:

(a) the suppliers accepted by the Platform Provider and which are listed in Part A of Schedule 2 to the APMSA (as may be updated or supplemented by the Platform Provider from time to time when any changes to the details set out therein occurs including for the addition of any Additional Suppliers);

(b) any supplier proposed by the Obligors' Parent to the Platform Provider as a supplier and meeting the eligibility criteria set out in Part B of Schedule 2 to the APMSA; and

(c) following an SCF Platform Replacement or SCF Platform Addition, any supplier whose invoices are permitted to be settled under or pursuant to such replacement or additional SCF Platform.

"**TCA 1997**" refers to the Taxes Consolidation Act 1997 of Ireland.

"**Transaction Documents**" refers collectively to the Trust Deed (including, for the avoidance of doubt, the Conditions and the other schedules thereto), the Agency and Account Bank Agreement, the Framework Assignment Agreement (and each Assignment Framework Note delivered in accordance with the terms thereof), the Accounts Payable Management Services Agreement, the Corporate Administration Agreement, the New VM Financing Facility Agreement, the Expenses Agreement, the Issue Date Arrangements Agreement and the other Finance Documents (as defined in the New VM Financing Facility Agreement).

"**Transactions**" refers to the issuance of the Additional Notes offered hereby, the application of the proceeds of the Additional Notes as described under "*Use of Proceeds*" (including the purchase of VM Accounts Receivable pursuant to the Framework Assignment Agreement (and each Assignment Framework Note delivered in accordance with the terms thereof) and the funding of the New VM Financing Facility Loans pursuant to the New VM Financing Facility Agreement), the making or receiving of payments under the New VM Financing Facility Agreement, the entry into the Transaction Documents and the Issuer's performance of its obligations thereunder, as further described in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*".

"**Transfer Agent**" refers to The Bank of New York Mellon, London Branch whose registered office is at One Canada Square, London, E14 5AL and any successors or assigns.

"**Trust Deed**" refers to the trust deed, to be entered into on the Issue Date governing the Notes (including the Additional Notes), as amended, amended and restated, novated, supplemented or otherwise modified from time to time, governing the Notes between, *inter alios*, the Issuer, the Notes Trustee and the Security Trustee.

"**U.K.**" refers to the United Kingdom.

"**U.S.**" or "**United States**" refers to the United States of America.

"**Upload**" refers to an upload by an Obligor or LGC on VMIH's behalf of an Electronic Data File containing details of Receivables payable to a Supplier onto the SCF Platform.

"**U.S. GAAP**" refers to generally accepted accounting principles in the United States.

"**U.S. Risk Retention Rules**" refers to the final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act.

"**Value Date**" refers to, in relation to any Assignment Notice, the "value date" set out therein, which shall be the date falling five Business Days following the receipt by the Issuer of such Assignment Notice (or, in respect of the Assignment Notice in relation to the Block Transfer on the day of receipt of such Assignment Notice) , being the date on which the Issuer is due to pay the relevant Requested Purchase Price Amount into the bank account held by the Platform Provider and specified as the receiving account in such Assignment Notice.

"**Virgin Media**" refers to Virgin Media Inc., an indirect parent company of VMIH, together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"**Virgin Media Communications**" refers to 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 Finance**" refers to Virgin Media Finance PLC, a public limited company incorporated under the laws of England and Wales, together with its successors.

"**Virgin Media Group**" refers to Virgin Media and its subsidiaries.

"**Virgin Media Secured Finance**" refers to Virgin Media Secured Finance PLC, a public limited company incorporated under the laws of England and Wales, together with its successors.

"**VM Account Receivable**" refers collectively to a Payment Obligation which has arisen under the Accounts Payable Management Services Agreement in favor of the Platform Provider and any Receivable relating thereto, solely to the extent that such Receivable has been acquired by the Platform Provider;

"**VM Credit Facility**" refers to the senior facility agreement dated as of June 7, 2013, between, among others, VMIH and certain financial institutions as lenders thereunder, as amended or supplemented from time to time, including as and as amended by amendment letters dated June 14, 2013, July 17, 2015, July 30, 2015, December 16, 2016, April 19, 2017, February 22, 2018 and December 9, 2019, and as described under "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—The VM Credit Facility*".

"**VM Notes**" refers collectively to the Existing Senior Notes and the Existing Senior Secured Notes.

"**VMIH**" refers to Virgin Media Investment Holdings Limited, a direct wholly-owned subsidiary of Virgin Media Finance and a private limited company incorporated under the laws of England and Wales, with registered number 03173552 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom, together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"**VMIL**" refers to Virgin Media Investments Limited, a direct wholly-owned subsidiary of VMIH, and a private limited company incorporated under the laws of England and Wales, with registered number 07108297 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"**VML**" refers to Virgin Media Limited, an indirect wholly-owned subsidiary of VMIH, and a private limited company incorporated under the laws of England and Wales, with registered number 02591237 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom, together with its successors (by merger, consolidation, transfer, conversion of legal form or otherwise).

"**Volcker Rule**" refers to Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, together with the rules, regulations and published guidance promulgated thereunder, as amended.

In this Offering Circular, the terms "we", "our", "our company", and "us" may refer, as the context requires, to Virgin Media or collectively to Virgin Media and its subsidiaries, unless otherwise stated or the context otherwise requires.

For an explanation or definitions of certain technical and industry terms relating to our business as used herein, see "*Glossary*" starting on page G-1 of this Offering Circular.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

The Issuer's Financial Information

As of the date of this Offering Circular, no financial statements of the Issuer are available. Financial statements will be published by the Issuer on an annual basis beginning with the year ending December 31, 2020, and the Issuer will not prepare interim financial statements. As Virgin Media has no variable interest in the Issuer and no ability to control the Issuer, Virgin Media will not consolidate the Issuer.

Virgin Media's Financial Information

This Offering Circular and the information incorporated by reference include financial data from the Consolidated Financial Statements. Unless otherwise indicated, the historical consolidated financial information presented herein of Virgin Media and its subsidiaries has been prepared in compliance with accounting principles generally accepted in the United States ("**U.S. GAAP**"). The historical consolidated results of Virgin Media are not necessarily indicative of the consolidated results that may be expected for any future period.

Virgin Media's consolidated financial results are reported in pound sterling. Unless otherwise indicated, convenience translations into pound sterling have been calculated at the March 31, 2020 market rate.

Other Financial Measures

In this Offering Circular and the information incorporated by reference herein, we present Segment OCF, which is not required by, or presented in accordance with, U.S. GAAP. Segment OCF is the primary measure used by our chief operating decision maker and management to evaluate the operating performance of our businesses. Segment OCF is also a key factor that is used by our internal decision makers to (i) determine how to allocate resources and (ii) evaluate the effectiveness of our management for purposes of annual and other incentive compensation plans. As we use the term, "**Segment OCF**" is defined as operating income before depreciation and amortization, share-based compensation, related-party fees and allocations, provisions and provision releases related to significant litigation and impairment, restructuring and other operating items. Other operating items include (a) gains and losses on the disposition of long-lived assets, (b) third-party costs directly associated with successful and unsuccessful acquisitions and dispositions, including legal, advisory and due diligence fees, as applicable, and (c) other acquisition-related items, such as gains and losses on the settlement of contingent consideration. Our internal decision makers believe Segment OCF is a meaningful measure because it represents a transparent view of our recurring operating performance that is unaffected by our capital structure and allows management to (1) readily view operating trends, (2) perform analytical comparisons and benchmarking between entities and (3) identify strategies to improve operating performance in the different countries in which we operate. We believe our Segment OCF measure is useful to investors because it is one of the bases for comparing our performance with the performance of other companies in the same or similar industries, although our measure may not be directly comparable to similar measures used by other public companies. Segment OCF should be viewed as a measure of operating performance that is a supplement to, and not a substitute for operating income (loss) net earnings, cash flow from operating activities and other U.S. GAAP measures of income or cash flows. We provide a reconciliation of Segment OCF to operating income in this Offering Circular. See "*Summary Financial and Operating Data of Virgin Media*".

Subscriber Data

Each subscriber is counted as a revenue generating unit ("**RGU**") for each broadband communication service subscribed. Thus, a subscriber who receives digital cable television, broadband internet and fixed-line telephony services from us (regardless of their number of telephony access lines) would be counted as three RGUs. Mobile subscribers are counted based on the number of subscriber identification module ("**SIM**") cards in service. The subscriber data included in this Offering Circular, including penetration rates and average monthly subscription revenue earned per average RGU ("**ARPU**"), are determined by management, are not part of Virgin Media's financial statements and have not been audited or otherwise reviewed by an outside independent auditor, consultant or expert or by any of the Initial Purchasers.

Third-Party Information

The information provided in this Offering Circular and incorporated by reference herein on the market environment, market developments, growth rates, market trends and on the competitive situation in the markets and segments in which we operate are based (to the extent not otherwise indicated) on third-party data, statistical information and reports as well as our own internal estimates.

Market studies are frequently based on information and assumptions that may not be exact or appropriate, and their methodology is by nature forward-looking and speculative. This Offering Circular also contains estimates made by us based on third-party market data, which in turn is based on published market data or figures from publicly available sources.

Neither we nor the Initial Purchasers nor their affiliates have verified the figures, market data or other information on which third parties have based their studies nor have such third parties verified the external sources on which such estimates are based. Therefore neither we nor the Initial Purchasers nor their affiliates guarantee, nor do we nor the Initial Purchasers nor their affiliates assume responsibility for, the accuracy of the information from third-party studies presented in this Offering Circular and incorporated by reference herein or for the accuracy of the information on which such estimates are based.

This Offering Circular and the information incorporated by reference herein also contain estimates of market data and information derived therefrom which cannot be gathered from publications by market research institutions or any other independent sources. Such information is based on our internal estimates. In many cases there is no publicly available information on such market data, for example from industry associations, public authorities or other organizations and institutions. We believe that these internal estimates of market data and information derived therefrom are helpful in order to give investors a better understanding of the industry in which we operate as well as our position within this industry. Although we believe that our internal market observations are reliable, our estimates are not reviewed or verified by any external sources. We assume no responsibility for the accuracy of our estimates and the information derived therefrom. These may deviate from estimates made by our competitors or future statistics provided by market research institutes or other independent sources. We cannot assure you that our estimates or the assumptions are accurate or correctly reflect the state and development of, or our position in, the industry.

EXCHANGE RATE INFORMATION

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 Circular. 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. Unless otherwise indicated, convenience translations into pound sterling or any other currency have been calculated at the March 31, 2020 market rate.

	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			
Year ended December 31,				
2015	1.4734	1.5283	1.5872	1.4654
2016	1.2344	1.3501	1.4977	1.2124
2017	1.3513	1.2889	1.3594	1.2047
2018	1.2754	1.3350	1.4339	1.2487
2019	1.3257	1.2768	1.3338	1.2033
Month and Year				
January 2020	1.3206	1.3085	1.3254	1.2989
February 2020	1.2823	1.2954	1.3047	1.2823
March 2020	1.2420	1.2357	1.3317	1.1485
April 2020	1.2594	1.2418	1.2623	1.2231
May 2020	1.2322	1.2295	1.2506	1.2116
June 2020 (through June 9, 2020)	1.2711	1.2617	1.2724	1.2492

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

On June 9, 2020, the exchange rate was $1.2711 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.

FORWARD-LOOKING STATEMENTS

This Offering Circular and the information incorporated by reference herein contain "forward-looking statements" as that term is defined by the U.S. federal securities laws. These forward-looking statements include, but are not limited to, statements other than statements of historical facts contained in this Offering Circular, including, but without limitation, those regarding our expansions, subscriber growth and retention rates, competitive, regulatory and economic factors, the timing and impacts of proposed transactions, the maturity of our markets, the potential impact of the recent outbreak of the novel coronavirus (**COVID-19**) on our company, the anticipated impacts of new legislation (or changes to existing rules and regulations), anticipated changes in our revenue, costs or growth rates, our liquidity, credit risks, foreign currency risks, interest rate risks, target leverage levels, debt covenants, our future projected contractual commitments and cash flows and other information and statements that are not historical fact. In some cases, you can identify these statements by terminology such as "aim", "anticipate", "believe", "continue", "could", "estimate", "expect", "intend", "may", "plan", "potential", "predict", "project", "should", and "will" and similar words used in this Offering Circular.

By their nature, forward-looking statements are subject to numerous assumptions, risks and uncertainties. Many of these assumptions, risks and uncertainties are beyond our control. Accordingly, actual results may differ materially from those expressed or implied by the forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding our present and future business strategies and the environment in which we operate. We caution readers not to place undue reliance on these statements, which speak only as of the date of this Offering Circular, and we expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein, to reflect any change in our expectations with regard thereto, or any other change in events, conditions or circumstances on which any such statement is based.

Where, in any forward-looking statement, we express an expectation or belief as to future results or events, such expectation or belief is expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the expectation or belief will result or be achieved or accomplished.

Risks and uncertainties that could cause actual results to vary materially from those anticipated in the forward-looking statements included in this Offering Circular include those described under "*Risk Factors*" in this Offering Circular and "*Risk Factors*" and "*Quantitative and Qualitative Disclosures about Market Risk*" in the 2019 Annual Report incorporated by reference herein.

The following include some but not all of the factors that could cause actual results or events to differ materially from anticipated results or events:

- economic and business conditions and industry trends in the U.K. and Ireland;
- the competitive environment in the cable television, broadband and telecommunications industries in the U.K. and Ireland, including competitor responses to our products and services;
- fluctuations in currency exchange rates and interest rates;
- instability in global financial markets, including sovereign debt issues in the European Union and related fiscal reforms, including as a result of the COVID-19 pandemic;
- consumer disposable income and spending levels, including the availability and amount of individual consumer debt, including as a result of the COVID-19 pandemic;
- changes in consumer television viewing and broadband internet usage preferences and habits;
- consumer acceptance of our existing service offerings, including our cable television, broadband internet, fixed-line telephony, mobile and business service offerings, and of new technology, programming alternatives and other products and services that we may offer in the future;
- our ability to manage rapid technological changes;
- our ability to maintain or increase the number of subscriptions to our cable television, broadband internet, fixed-line telephony and mobile service offerings and our average revenue per household;
- our ability to provide satisfactory customer service, including support for new and evolving products and services;
- our ability to maintain or increase rates to our subscribers or to pass through increased costs to our subscribers;

- the impact of our future financial performance, or market conditions generally, on the availability, terms and deployment of capital;
- changes in, or failure or inability to comply with, government regulations in the U.K. and Ireland in which we operate and adverse outcomes from regulatory proceedings;
- government intervention that impairs our competitive position including any intervention that would open our broadband distribution networks to competitors and any adverse change in our accreditations or licenses;
- our ability to obtain regulatory approval and satisfy other conditions necessary to close acquisitions and dispositions including the New Joint Venture Transaction, and the impact of conditions imposed by competition and other regulatory authorities in connection with acquisitions, including with respect to the New Joint Venture Transaction;
- our ability to successfully acquire any new businesses and, if acquired, to integrate, realize anticipated efficiencies from, and implement our business plan with respect to the businesses we have acquired or that we expect to acquire;
- changes in laws or treaties relating to taxation, or the interpretation thereof, in the markets in which we operate;
- changes in laws and government regulations that may impact the availability and cost of capital and the derivative instruments that hedge certain of our financial risks;
- our ability to navigate the potential impacts on our business of the U.K.'s departure from the European Union;
- our exposure to the U.S. Risk Retention Rules;
- the ability of suppliers and vendors (including our third-party wireless network providers under our mobile virtual network operator ("**MVNO**") arrangements) to timely deliver quality products, equipment, software, services and access, including as a result of the COVID-19 pandemic;
- the availability of attractive programming for our video services and the costs associated with such programming;
- uncertainties inherent in the development and integration of new business lines and business strategies;
- our ability to adequately forecast and plan future network requirements, including the costs and benefits associated with the network extension program in the U.K. and Ireland (the "**Network Extension**");
- the availability of capital for the acquisition and/or development of telecommunications networks and services;
- problems we may discover post-closing with the operations, including the internal controls and financial reporting process, of businesses we acquire;
- the leakage of sensitive customer data;
- the outcome of any pending or threatened litigation;
- the loss of key employees and the availability of qualified personnel;
- changes in the nature of key strategic relationships with partners and joint venturers, including with respect to the New Joint Venture;
- adverse changes in public perception of the "Virgin" brand, which we and others license from Virgin Enterprises Limited, and any resulting impacts on the goodwill of customers toward us; and
- events that are outside of our control, such as political unrest in international markets, terrorist attacks, malicious human acts, natural disasters, pandemics or epidemics (such as the coronavirus (COVID-19)) and other similar events.

The broadband distribution and mobile services industries are changing rapidly and, therefore, the forward-looking statements of expectations, plans and intent in this Offering Circular, or incorporated by reference herein, are subject to a significant degree of risk. These forward-looking statements and the above-described risks, uncertainties and other factors speak only as of the date of this Offering Circular, and we expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained

herein, to reflect any change in our expectations with regard thereto, or any other change in events, conditions or circumstances on which any such statement is based. Readers are cautioned not to place undue reliance on any forward-looking statement.

We undertake no obligation to review or confirm analysts' expectations or estimates or to release publicly any revisions to any forward-looking statements to reflect events or circumstances after the date of this Offering Circular.

We disclose important factors that could cause our actual results to differ materially from our expectations in this Offering Circular. These cautionary statements qualify all forward-looking statements attributable to us or persons acting on our behalf. When we indicate that an event, condition or circumstance could or would have an adverse effect on us, it means to include effects upon business, financial and other conditions, results of operations and ability to make payments on the Notes.

AVAILABLE INFORMATION

For so long as any of the Notes are "restricted securities" within the meaning of Rule 144A(a)(3) under the U.S. Securities Act, the Issuer will, during any period in which it is neither subject to the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act nor exempt from the reporting requirements of the U.S. Exchange Act under Rule 12g3-2(b) thereunder, provide to the holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner, in each case upon the written request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act.

The Issuer is not currently subject to the periodic reporting and other information requirements of the Exchange Act. However, pursuant to the Trust Deed and so long as the Notes are outstanding, the Issuer will furnish periodic information to holders of the Notes. See "*Terms and Conditions of the Notes*".

GENERAL DESCRIPTION OF VIRGIN MEDIA'S BUSINESS, THE ISSUER AND THE OFFERING

This general description of Virgin Media's business, the Issuer and the offering highlights selected information contained in this Offering Circular, or incorporated by reference herein, regarding Virgin Media and the Notes (including the Additional Notes). It does not contain all the information you should consider prior to investing in the Additional Notes. You should read the entire Offering Circular, and the information incorporated by reference herein carefully 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 Additional Notes, including the financial statements and related notes to those financial statements and the risks and uncertainties discussed under the captions "Risk Factors" and "Summary Financial and Operating Data of Virgin Media" in this Offering Circular and "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the 2019 Annual Report and the 2020 Quarterly Report, as applicable, incorporated by reference herein. In this Offering Circular, references to the "company", the "group", "we", "us" and "our", and all similar references, are to Virgin Media and all of its consolidated subsidiaries, unless otherwise stated or the context otherwise requires. Please see page G-1 of this Offering Circular for a glossary of technical terms used in this Offering Circular and the 2019 Annual Report.

Virgin Media's Business

We are a subsidiary of Liberty Global that provides video, broadband internet, fixed-line telephony, mobile services and broadcasting in the U.K. and Ireland. We are one of the U.K.'s and Ireland's largest providers of residential video, broadband internet and fixed-line telephony services in terms of the number of customers. We believe our advanced, deep-fiber cable 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 interactive television services available in the U.K. and Irish markets. As of March 31, 2020, we provided broadband, video and fixed-line telephony services to approximately 6.0 million residential customers. We believe we have the highest triple play penetration and an industry leading monthly subscription revenue earned per average customer in the U.K. We provide mobile services to our customers using third-party networks through mobile virtual network operator, or MVNO, arrangements. As of March 31, 2020, we provided mobile telephony services to approximately 3.3 million mobile telephony customers.

We generated revenue of £5,159.0 million and Segment OCF of £2,173.1 million for the twelve months ended March 31, 2020 and revenue of £1,266.3 million and Segment OCF of £512.3 million for the three months ended March 31, 2020. For our definition of Segment OCF and a reconciliation to operating income, see "*Presentation of Financial and Other Information—Other Financial Measures*" and "*Summary Financial and Operating Data of Virgin Media—Virgin Media Summary Operating Data*" in this Offering Circular.

For further information regarding the business of Virgin Media and the services it provides to customers, "*Business*" in the 2019 Annual Report.

The Issuer is a designated activity company incorporated under the laws of Ireland. The Issuer's principal offices are located at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

Virgin Media's Strategy

Our long-term strategy is to increase our revenue and Segment OCF by growing our subscriber base and average total revenue per customer by offering innovative multimedia entertainment bundles and information and communication services. We believe that our quadruple play offering of video, high speed broadband access and fixed-line and mobile telephony will continue to prove attractive to existing and potential customers. We also intend to attract new customers away from our competitors based on our service quality, strong brand loyalty and continued product differentiation, which we are able to offer through the higher speeds of our internet service and advanced video platform. We believe that these factors, combined with increased brand awareness, will benefit our financial performance in future periods. In addition, we continue to examine and pursue opportunities to improve the efficiency of our business and make strategic investments, including our Network Extension program that will drive future revenue and Segment OCF growth. For more information regarding the Network Extension, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Overview*" in the 2020 Quarterly Report and the 2019 Annual Report incorporated by reference herein.

The Issuer

The Issuer, Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company), was incorporated as a designated activity company in Ireland with registered number 669525 on April 9, 2020 pursuant to the Irish Companies Act 2014 (as amended). The registered office of the Issuer is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland and its telephone number is +353 1 6146240. The Issuer was incorporated for an indefinite duration and has no other commercial name. The authorized share capital of the Issuer is £101,000,000 divided into 1,000,000 ordinary shares of £1.00 each and 100,000,000 Class B non-voting non-dividend-bearing shares of £1.00 each. The Issuer has issued 1 ordinary share (the "**Existing Share**").

On or before the Issue Date, in connection with the offering of the Notes, the Issuer will issue an amount of Class B, non-voting, non-dividend bearing shares of £1.00 each equal to the Minimum Issuer Capitalization Amount (the "**Issue Date Shares**", together with the Existing Share, the "**Shares**"), which are and will be, respectively, fully paid up and held by the Share Trustee under the terms of a declaration of trust dated, June 2, 2020 (the "**Declaration of Trust**").

The Issuer has, and will have, no material assets other than the Assigned Receivables held from time to time, the balances standing to the credit of the Issuer Transaction Accounts and the benefit of the Transaction Documents to which the Issuer is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including the New VM Financing Facility Agreement, the Expenses Agreement, the Issue Date Arrangements Agreement and the Framework Assignment Agreement), such fees (as agreed) payable to it in connection with the issue of the Notes, the sum of £1.00 representing the proceeds of its issued and paid up ordinary share capital which is held in the Issuer Profit Account, and the remainder of the amounts standing to the credit of the Issuer Profit Account. The Issuer is dependent upon payments it receives in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement and the related agreements to make payments on the Notes.

None of Virgin Media, VMIH or their respective subsidiaries have any equity or voting interest in the Issuer, and accordingly, the Issuer will not be consolidated into Virgin Media's consolidated financial statements.

Recent Developments

New Joint Venture Transaction

On May 7, 2020, Liberty Global and Telefónica SA ("**Telefónica**") announced an agreement to form a 50:50 joint venture (the "**New Joint Venture**") that would combine Virgin Media's operations in the U.K. with Telefónica's mobile business in the U.K. ("**O2**") to create a nationwide integrated communications provider (the "**New Joint Venture Transaction**"). The New Joint Venture Transaction is subject to regulatory approval, a condition that certain recapitalization transactions have occurred and other closing conditions customary for transactions of this type. It is anticipated that the New Joint Venture Transaction will close around the middle of 2021, however there can be no assurance that the New Joint Venture Transaction will occur in a timely manner or at all.

Upon the closing of the New Joint Venture Transaction, it is currently expected that each of the Virgin Media Group and O2 and its operating subsidiaries (the "**O2 Group**") will be wholly owned by the New Joint Venture (which will be a company outside of the Virgin Media Group Restricted Group) and that the contribution of the Virgin Media Group to the New Joint Venture will include any third-party indebtedness of the Virgin Media Group, including the notes offered in connection with the June 2020 Transactions, as of the closing date of the New Joint Venture Transaction. The New Joint Venture Transaction is not expected to constitute a Change of Control under any existing indebtedness of the Virgin Media Group; however, consummation of the New Joint Venture Transaction, including the incurrence of any additional indebtedness by the Virgin Media Group at the time of such consummation, will be required to comply with the terms of the restrictive covenants under the Existing VM Indentures. As currently contemplated, upon completion of the New Joint Venture Transaction, the O2 Group will be a sister company to the Virgin Media Group and will not automatically be subject to the restrictive covenants under the Existing VM Indentures. However, if the New Joint Venture Transaction is consummated and certain existing indebtedness of the Virgin Media Group has been refinanced, redeemed, replaced or otherwise repaid, the Virgin Media Finance may elect to designate the O2 Group (or certain members of the O2 Group) as covenant parties that would be subject to the restrictive covenants under the Existing VM

Indentures or merge or otherwise consolidate any members of the Virgin Media Group with members of the O2 Group. Any such designation, or any future merger, consolidation or other combination of any members of the Virgin Media Group with members of the O2 Group, would be required to comply with the terms of the Existing VM Indentures and any other indebtedness of the Virgin Media Group and the O2 Group outstanding at such time.

It is expected that, if the New Joint Venture Transaction is consummated, the New Joint Venture will seek to maintain a target net leverage ratio ranging between 4.0x and 5.0x and will periodically distribute cash dividends to the shareholders of the New Joint Venture subject to maintaining a 5.0x leverage ratio at the end of each year. It is further expected that indebtedness of the New Joint Venture will be incurred as, or effectively hedged to, fixed-rate, sterling-denominated indebtedness.

Virgin Media's operations in Ireland ("**VM Ireland**") are not part of the New Joint Venture Transaction and are expected to be spun-off, distributed, sold or otherwise transferred out of the Virgin Media Group prior to completion of the New Joint Venture Transaction in compliance with the relevant restrictive covenants under the Existing VM Indentures. VM Ireland represented approximately 3.3% of the consolidated total assets as of March 31, 2020, approximately 6.7% of the consolidated Segment OCF of the Virgin Media Group for the three months ended March 31, 2020 and approximately 7.7% of the consolidated revenue of the Virgin Media Group for the three months ended March 31, 2020.

Receivables Securitization

In May 2020, Virgin Media entered into a trade receivables securitization transaction (the "**Receivables Securitization**") that resulted in net proceeds of £214.4 million. These proceeds were applied (i) to redeem $270.0 million (£217.8 million equivalent) of the aggregate principal amount of the 2025 VM Dollar Senior Notes on May 25, 2020 (the "**May 2020 Notes Redemption**") and (ii) for general corporate purposes (together with the Receivables Securitization and the May 2020 Notes Redemption the "**May 2020 Transactions**").

June 2020 Transactions

On June 1, 2020, Virgin Media Finance entered into a purchase agreement for the sale of $675.0 million of its 5.00% senior notes due 2030 (the "**2020 Notes**") with the certain initial purchasers party thereto, the net proceeds of which are expected to be used to (i) redeem the remaining outstanding 2025 VM Dollar Notes in full, (ii) redeem all of the outstanding 2025 VM Euro Notes in full (the "**2025 VM Senior Notes Redemption**") and (iii) to pay fees and expenses related to the offering of the 2020 Notes (collectively, the "**June 2020 Original Transactions**"). On June 8, 2020, Virgin Media Finance entered into a purchase agreement for the sale of (i) $250.0 million of its 5.00% senior notes due 2030 (the "**Additional 2020 Notes**") and (ii) €500.0 million of its 3.75% senior notes due 2030 (the "**2020 Euro Notes**", and together with the 2020 Notes and the Additional 2020 Notes, the "**June 2020 Notes**") with the certain initial purchasers party thereto, the collective net proceeds of which are expected to be used to (A) redeem the 2022 VM Senior Notes in full, (B) redeem the 2024 VM Dollar Senior Notes in full (together the "**June 2020 Redemption**" and together with the May 2020 Notes Redemption and the 2025 VM Senior Notes Redemption, the "**Notes Redemption**"), (C) to pay fees and expenses related to the offering of the Additional 2020 Notes and (D) for general corporate purposes (collectively, the "**June 2020 Additional Transactions**" and together with the June 2020 Original Transactions, the "**June 2020 Transactions**"). See "*Description of Virgin Media—Capitalization of Virgin Media*".

The completion of the June 2020 Transactions is subject to customary closing conditions, and we expect the June 2020 Original Transactions to close on or about June 11, 2020 and the June 2020 Additional Transactions to close on or about June 22, 2020.. There can be no assurance that the June 2020 Transactions will be consummated on the terms described above or at all. The June 2020 Transactions together with the May 2020 Transactions are herein referred to as the "**2020 Offering**".

Original Notes Transaction

On June 3, 2020, the Issuer entered into a subscription agreement for the sale of £500.0 million of its 4.875% vendor financing notes due 2028 (the "**Original Notes**"), with the certain initial purchasers party thereto, the net proceeds of which, *plus* any upfront payments payable by VMIH, are expected to be used to finance the purchase of VM Accounts Receivable pursuant to the Framework Assignment Agreement (including the 2018 Block Transfer) or to fund the New VM Financing Facility Loans under the New VM Financing Facility Agreement (collectively the "**Original Transaction**").

Concurrent Dollar VFN Notes Transaction

On the date hereof, Dolya Holdco 18 Designated Activity Company (to be renamed Virgin Media Vendor Financing Notes IV Designated Activity Company) (the "**Dollar VFN Issuer**") has announced an offering for the sale of $500.0 million aggregate principal amount of vendor financing notes (the "**Dollar VFN Notes**"). The net proceeds of the Dollar VFN Notes, *plus* any upfront payments payable by VMIH Limited, are expected to be used by the Dollar VFN Issuer to (i) finance the purchase of VM Accounts Receivable (including the Dollar Notes Block Transfer) pursuant to the Dollar Framework Assignment Agreement or (ii) to fund the Dollar VM Financing Facility Loans under the Dollar VM Financing Facility Agreement. The foregoing, in conjunction with the Transactions, are herein referred to as the "**New Transactions**".

Management Appointments

On March 9, 2020, Roderick Gregor McNeil was appointed as Deputy Chief Financial Officer of the Virgin Media Group.

2016 Receivables Financing Notes Redemption

In connection with the issuance of the Additional Notes offered hereby and the issuance of the Dollar VFN Notes, the New VM Financing Facility Borrower expects to repay all of the 2016 VM Financing Facilities and all of the 2016 Receivables Financing Notes will be redeemed by the 2016 RFN Issuer (the "**2016 RFN Redemption**"). The 2016 RFN Redemption will include a block sale and assignment by the 2016 RFN Issuer of any VM Accounts Receivable purchased and held by the 2016 RFN Issuer (the "**Block VM Accounts Receivable**") prior to such 2016 RFN Redemption to the Platform Provider. The Platform Provider is expected to sell and assign certain of the Block VM Accounts Receivable (which are expected to be in an amount not less than £300.0 million) to the Issuer under the Framework Assignment Agreement on or shortly following the Issue Date (the "**Block Transfer**") and certain of the Block VM Accounts Receivable to the Dollar VFN Issuer (the "**Dollar Notes Block Transfer**").

Other Transactions

Virgin Media continually evaluates different financing alternatives and may decide to enter into new credit facilities, access the debt capital markets, incur other indebtedness or enter into liability management transactions from time to time, including following the pricing of this offering and prior to, or within a short time period following, the Issue Date of the Additional Notes (the "**Potential Financing Transactions**"), including with regards to the June 2020 Transactions. The cash proceeds, if any, of any Potential Financing Transactions may be used for the redemption, refinancing, repayment or prepayment of existing indebtedness of any member of the group, the payment of any fees and expenses in connection therewith or the other transactions related thereto, and/or distributions or other payments to Virgin Media and its direct or indirect parent companies. The incurrence of indebtedness under any such Potential Financing Transactions would be incurred in compliance with the applicable covenants under the VM Credit Facility, the Existing VM Indentures and the Existing VM Financing Facilities. After giving effect to any such incurrence in compliance with the applicable covenants, including in connection with permitted refinancing debt, permitted acquisition debt or other exceptions to the restriction on our ability to incur indebtedness, the ratio of as adjusted total covenant senior net debt to annualized EBITDA and the ratio of as adjusted total covenant net debt to annualized EBITDA could increase above the ratio of as adjusted total covenant senior net debt to annualized EBITDA and the ratio of as adjusted total covenant net debt to annualized EBITDA, respectively, as of March 31, 2020 (each as shown under the heading "*Summary Financial and Operating Data of Virgin Media—Certain As Adjusted Covenant Information*"), and such increase could be material. Any Potential Financing Transaction will be made at Virgin Media's election or the election of its relevant subsidiaries, and, if any indebtedness incurred thereunder is in the form of securities, such securities may be offered and sold pursuant to, and on the terms described in, a separate offering memorandum or liability management documentation. See "*Risk Factors—Risks Relating to the Notes—Virgin Media or its subsidiaries may incur additional indebtedness prior to, or within a short time period following, the Issue Date of the Notes, which indebtedness could increase Virgin Media's leverage and may have terms that are more or less favorable than the terms of the Notes and Virgin Media's other existing indebtedness*".

Overview of the Structure of the Offering of the Additional Notes

As part of the Transactions, the Issuer intends to issue £400,000,000 aggregate principal amount of the Additional Notes. As more fully described below, the proceeds from the offering of the Additional Notes will be used to purchase eligible payment obligations and accounts receivable relating thereto owing by VMIH and certain of its subsidiaries, to make certain loans available to VMIH and for the other purposes described herein. Defined terms used but not defined herein have the meaning ascribed to them in the "*Definitions*" section at the front of this Offering Circular.

In the course of their business, VMIH and its subsidiaries purchase goods and/or services from suppliers pursuant to the terms of various supply contracts, and those suppliers issue invoices requiring the relevant Obligor (as defined below) to make payment for the purchase of such goods and/or services on the terms specified in the applicable invoice and supply contract. Each invoice evidences an amount payable by an Obligor to a Supplier (as defined below) as a result of an existing business relationship and includes all rights attaching thereto under the relevant contract to which such invoice relates (as further described in "*Description of the Receivables*" included elsewhere in this Offering Circular, each a "**Receivable**" and collectively, the "**Receivables**"). From time to time, VMIH, an Obligor, or Liberty Global Capital Limited ("**LGC**") on its behalf, may upload an Electronic Data File containing details of Receivables payable to a Supplier (as defined in Condition 1 (*Definitions and Principles of Construction*)) on to the SCF Platform (as defined below) (an "**Upload**"). The designation of such uploaded Receivables as "approved" by an Obligor will give rise to such Receivable being an "**Approved Platform Receivable**". As further described below, immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will immediately give rise to new independent and primary obligations of each Obligor, jointly and severally, to make or cause payment to be made to the Relevant Recipient on the Confirmed Payment Date (as defined below) in respect of such Approved Platform Receivable (a "**Payment Obligation**"). Each Electronic Data File will, among other things, specify the Net Amount payable to the relevant Supplier in respect of Approved Platform Receivables, the date such Net Amount should be paid (the "**Net Amount Payment Date**") and the date on which such Payment Obligation (which arises following an SCF Transfer) and the related Approved Platform Receivable will be paid (which date will be a date up to 360 days from the original invoice date, a "**Confirmed Payment Date**").

Pursuant to the Framework Assignment Agreement (as defined below), the Platform Provider may subsequently offer to sell and assign (including pursuant to the Block Transfer and the 2018 Block Transfer) to the Issuer, on a non-recourse basis, eligible Payment Obligations and the related Receivables (solely to the extent that such Receivables have been acquired by the Platform Provider) (collectively and as further described and defined below, the "**VM Accounts Receivable**").

On or following the Issue Date, the net proceeds from the offering of the Notes *plus* any upfront payments payable by VMIH under the New VM Financing Facility Agreement (as defined below) will be used by the Issuer (i) to finance the purchase of eligible VM Accounts Receivable (including the Block Transfer and the 2018 Block Transfer) pursuant to the terms and conditions of the Framework Assignment Agreement and (ii) fund the New VM Financing Facility Loans under the New VM Financing Facility Agreement. To the extent that such proceeds from the offering of the Additional Notes exceed the amount of VM Accounts Receivable available for purchase by the Issuer on the first Value Date (as defined below) falling on or after the Issue Date, the Issuer will advance any such excess proceeds to VMIH as a revolving loan under the New VM Financing Facility Agreement (an "**Excess Cash Loan**", and collectively with other loans advanced under the Excess Cash Facility (as defined below) from time to time, the "**Excess Cash Loans**").

Following the Issue Date, as VM Accounts Receivable purchased by the Issuer (the "**Assigned Receivables**") are settled on the Confirmed Payment Date, the Platform Provider (acting as collection agent for the Issuer under the Framework Assignment Agreement) will receive an amount (a "**Collected Amount**") from the relevant Obligor equal to the Outstanding Amount (as defined below) relating to such Assigned Receivables. The Issuer will use the Collected Amount, *less* the portion of such Collected Amount comprising Premium (as defined below) (each such difference, a "**Collected Principal Amount**"), to purchase (through the Platform Provider) new VM Accounts Receivable, to the extent available for purchase, or to advance such funds to VMIH as additional Excess Cash Loans. Excess Cash Loans will bear a rate of interest of 4.875%. The rate of interest on the Excess Cash Loans, together with the interest earned on the Issue Date Facility Loans (as defined below) under the Issue Date Facility (as defined below), is intended to provide the Issuer with the same rate of return in respect of the Committed Principal Proceeds (as defined below) not invested in VM Accounts Receivable

(including any Retained Collected Amount (as defined below)) as Noteholders will receive in respect of the Additional Notes. Interest on the Excess Cash Loans and the Issue Date Facility Loans will be computed on the basis of a 360-day year comprising twelve 30-day months. From time to time, as further VM Accounts Receivable become available for purchase through the SCF Platform, the Issuer will, directly or indirectly, fund such purchases with Collected Principal Amounts and any Purchase Price Return Amounts (as defined below) which are expected to be credited to the Issuer on the relevant Value Date (as defined below) (such amounts, collectively, "**Interim Platform Amounts**"), and to the extent such purchases cannot be fully funded by Interim Platform Amounts, by demanding from VMIH, on a weekly basis, repayment of a principal amount of Excess Cash Loans then outstanding equal to such shortfall.

The primary sources of payment of interest on the Notes will be:

1. the premium earned by the Issuer on Assigned Receivables (the "**Premium**"), being an amount equal to the difference between (i) the Outstanding Amounts (as further defined and described below under "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*") collected upon maturity thereof, *less* (ii) the Purchase Price Amounts (as further defined and described below under "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*") at which such Assigned Receivables are purchased by the Issuer; and
2. the interest earned by the Issuer on Excess Cash Loans and any Issue Date Facility Loans made to VMIH under the New VM Financing Facility Agreement (the "**VM Facilities Interest**").

Additionally, the Issuer may, from time to time, receive interest paid by the Platform Provider on (i) Retained Collected Amounts (being Collected Amounts which have not been paid to the Issuer towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable) (such interest, the "**Retained Collected Amount Interest**", and collectively with the Excess Requested Purchase Price Interest (as defined below), the "**Retained Amount Interest"**); and (ii) Excess Requested Purchase Price Amounts (as defined below), being funds transferred to the Platform Provider which have not been applied towards the purchase of new VM Accounts Receivables on the relevant Value Date (such interest, the "**Excess Requested Purchase Price Interest**" collectively with the Unutilised Collected Amounts (as defined below), the "**Purchase Price Return Amounts**"). The Retained Amount Interest will be calculated in accordance with the Framework Assignment Agreement (as described below) and the Agency and Account Bank Agreement (as described elsewhere in this Offering Circular), and will be deemed to accrue on the basis of a 360-day year comprised of twelve 30-day months.

The Premium, the VM Facilities Interest and the Retained Amount Interest are, collectively, the "**Interest Proceeds**". To the extent the Interest Proceeds earned during an interest payment period are insufficient to fund scheduled payments of interest on the Notes, the deficiency will be made up by VMIH via a Shortfall Payment (as defined below) to be paid to the Issuer.

The primary sources of repayment of principal on the Notes, on the Maturity Date or at early redemption of the Notes in accordance with the Conditions, will be:

1. the Collected Principal Amounts repaid in respect of Assigned Receivables at their respective maturities; and
2. repayments of Excess Cash Loans and (with respect to repayment of principal on the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions) Issue Date Facility Loans.

Additionally, the Issuer may, from time to time, receive repayments from the Platform Provider of Purchase Price Return Amounts (if any), which will be applied towards repayment of principal on the Notes on the Maturity Date or at early redemption of the Notes in accordance with the Conditions.

Whether in respect of settlement of Assigned Receivables, repayment of loans advanced under the New VM Financing Facility Agreement or funding of any Shortfall Payment, among other payment obligations, the Issuer will ultimately be reliant on funds from VMIH and certain of its subsidiaries to make payments due under the Notes.

In connection with the Original Transaction and the Transactions, the Issuer will enter into the following agreements, among others:

1. the Framework Assignment Agreement, pursuant to which the Issuer will periodically use any Excess Cash to purchase available VM Accounts Receivable. References to "**Excess Cash**" are to uninvested

funds in an amount equal to (i) the Committed Principal Proceeds, *minus* (ii) the Requested Purchase Price Amounts (as defined below) paid by the Issuer (taking into account any Interim Platform Amount) for any Assigned Receivables outstanding as of the relevant determination date;

2. the New VM Financing Facility Agreement, pursuant to which the Issuer will (i) make loans (each, an "**Interest Facility Loan**" and, collectively, the "**Interest Facility Loans**") to VMIH under the Interest Facility (as defined below), (ii) to the extent that VM Accounts Receivable are not available for purchase through the SCF Platform, use Excess Cash to make Excess Cash Loans to VMIH under the Excess Cash Facility, (iii) make any Issue Date Facility Loans to VMIH under the Issue Date Facility, and (iv) make certain payments to VMIH (including any Excess Arrangement Payment (as defined below)), and pursuant to which VMIH will make certain payments to the Issuer (including any Shortfall Payment);
3. the Expenses Agreement, pursuant to which the Issuer will be entitled to (i) receive reimbursement from VMIH in respect of certain fees and expenses of the Issuer, including certain fees and expenses in relation to the issuance of the Notes, and (ii) receive certain payments from VMIH in respect of amounts that may become due and payable in respect of the Notes, including certain fees and expenses in relation to the issuance of the Notes, certain tax liabilities of the Issuer, any Additional Amounts (as defined in "*Terms and Conditions of the Notes*"), any premiums on redemption of the Notes, and any interest on overdue amounts under the Notes; and
4. the Agency and Account Bank Agreement, pursuant to which The Bank of New York Mellon, London Branch as administrator will agree, among other things, to provide certain portfolio administration and calculation services to and/or on behalf of the Issuer.

The terms of the Expenses Agreement, the New VM Financing Facility Agreement (including the Interest Facility, the Excess Cash Facility and the Issue Date Facility thereunder), the Agency and Account Bank Agreement, the Framework Assignment Agreement and the APMSA (as defined below) are more fully described below under "*New VM Financing Facility*", "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*", "*Accounts Payable Management Services Agreement*", and "*Summary of Principal Documents*" found elsewhere in this Offering Circular.

Issuer Transaction Accounts

As part of the Original Transaction and the Transactions, the Issuer will establish and maintain three dedicated transaction accounts:

1. an "**Issuer Collection Account**", through which the Issuer will, among other things, receive payments of Collected Amounts on Assigned Receivables, other payments (if any) from the Platform Provider pursuant to the Framework Assignment Agreement, and payments of amounts under the New VM Financing Facility Agreement (with any such payments and amounts so received being immediately credited to the Interest Proceeds Account or the Principal Proceeds Account, as applicable);
2. an "**Interest Proceeds Account**", through which the Issuer will, among other things, finance the payment of interest on the Notes; and
3. a "**Principal Proceeds Account**" (together with the Issuer Collection Account and the Interest Proceeds Account, the "**Issuer Transaction Accounts**"), through which the Issuer will, among other things, finance its periodic purchases of VM Accounts Receivable available through the SCF Platform and the ultimate repayment of principal on the Notes.

The Interest Proceeds Account

Subsequent to the Issue Date, and from time to time, the Issuer will deposit into the Interest Proceeds Account:

1. upon maturity and repayment of each Assigned Receivable, an amount equal to the Premium earned by the Issuer upon collection (collectively, the "**Collected Premium Amounts**");
2. any Retained Amount Interest paid by the Platform Provider;
3. any VM Facilities Interest;
4. the proceeds from the repayment of any Interest Facility Loan; and
5. any Shortfall Payment paid by VMIH pursuant to the New VM Financing Facility Agreement.

Subsequent to the Issue Date and from time to time, the Issuer will use the funds available in the Interest Proceeds Account:

1. to fund the payment of interest on the Notes on each scheduled Interest Payment Date or otherwise upon redemption of the Notes;
2. to make Interest Facility Loans to VMIH on a daily basis; and
3. to fund payment of any Excess Arrangement Payment (as defined below), when due and payable, to VMIH pursuant to the New VM Financing Facility Agreement.

The Principal Proceeds Account

On the Issue Date, the Committed Principal Proceeds will equal £900.0 million. On or about the Issue Date, the Issuer will (i) firstly, deposit into the Principal Proceeds Account an amount of the Committed Principal Proceeds equal to the amount required for the purchase of VM Accounts Receivable by the Issuer on the first Value Date falling on or after the Issue Date (a "**Requested Purchase Price Amount**") (or will direct that payment be made directly for such purchase for its account by the Common Depositary), and (ii) secondly, use any remaining Committed Principal Proceeds to fund an initial Excess Cash Loan to VMIH under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement. Subsequent to the Issue Date, and from time to time, the Issuer will deposit into the Principal Proceeds Account:

1. upon the maturity and repayment of each Assigned Receivable, an amount equal to the Collected Principal Amount on such Assigned Receivable which has been returned to the Issuer upon the ultimate collection of such Assigned Receivable pursuant to the terms of the Framework Assignment Agreement;
2. any Purchase Price Return Amount paid by the Platform Provider to the Issuer pursuant to the terms of the Framework Assignment Agreement; and
3. the principal amount of any Excess Cash Loans or (with respect to the final repayment date) the Issue Date Facility Loans repaid by VMIH.

Subsequent to the Issue Date and from time to time, the Issuer will use the funds available in the Principal Proceeds Account:

1. to purchase available VM Accounts Receivable through the SCF Platform;
2. to make Excess Cash Loans to VMIH on a daily basis, and
3. upon the maturity of the Notes, to repay amounts outstanding under the Notes.

Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement

On or about the Issue Date, the Issuer, as purchaser, will enter into the Framework Assignment Agreement (as defined in Condition 1 (*Definitions and Principles of Construction*)) with, among others, the Platform Provider, VMIH as the parent (the "**Obligors' Parent**") and The Bank of New York Mellon, London Branch as administrator. Under the Framework Assignment Agreement, from time to time commencing on the Issue Date, the Issuer may purchase and have assigned to it on a non-recourse basis, up to the total amount of Committed Principal Proceeds, and the Platform Provider may sell and assign (including pursuant to the Block Transfer and the 2018 Block Transfer) on a non-recourse basis, eligible VM Accounts Receivable that have been transferred to or acquired by the Platform Provider following an SCF Transfer. For purposes of this overview, "**VM Account Receivable**" means a Payment Obligation and the Receivable in respect of which such Payment Obligation has arisen, solely to the extent that such Receivable has been acquired by the Platform Provider.

Each VM Account Receivable to be purchased by the Issuer must meet, and the Obligors' Parent will represent and warrant (on behalf of itself and as agent for the Obligors) on the date of each sale and assignment of any VM Account Receivable from the Platform Provider to the Issuer (each such date, an "**Assignment Date**") in accordance with the Framework Assignment Agreement, that such VM Account Receivable meets, the following eligibility criteria: that such VM Account Receivable (i) (with respect to the Payment Obligation component of such VM Account Receivable only) is owed by the Obligors on a joint and several basis; (ii) (with respect to the Payment

Obligation component of such VM Account Receivable only) is governed by English law; (iii) is denominated in pound sterling; (iv) (with respect to the Payment Obligation component of such VM Account Receivable only) is the legal, valid and binding obligation of each Obligor; (v) is capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement, so that on purchase the Issuer will receive good title; (vi) is due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors; and (vii) has a maturity date that is no later than two Business Days prior to the Maturity Date of the Notes. For a further description of the VM Accounts Receivable, see "*Description of the Receivables*" included elsewhere in this Offering Circular. Additionally, immediately prior to each Assignment Date, the Platform Provider will represent and warrant that it is entitled to assign the relevant Payment Obligation pursuant to the terms of the Framework Assignment Agreement, and that it has not assigned, transferred or otherwise disposed of, or created any encumbrance or security interest over, such Payment Obligation. Furthermore, the Platform Provider will undertake that it will not, without the consent of the Issuer, take any action that would adversely affect a Payment Obligation or the Issuer's interest(s) therein (as further described in "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular).

Each Payment Obligation will be the joint and several obligation of VMIH and each of the Subsidiary Obligors. On the Issue Date, the eligible Subsidiary Obligors will be Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited (each, a "**Subsidiary Obligor**" and collectively, the "**Subsidiary Obligors**"; together with the Obligors' Parent, the "**Obligors**"). For the avoidance of doubt, Virgin Media Ireland Ltd. will not be an eligible Subsidiary Obligor under the Framework Assignment Agreement on and following the Issue Date, and, therefore, none of the Assigned Receivables will be owed by it.

Purchases of VM Accounts Receivable with Requested Purchase Price Amounts

On or following the Issue Date (as further described in "*Description of Virgin Media—Capitalization of Virgin Media*" included elsewhere in this Offering Circular), the Platform Provider is expected to sell and assign (including pursuant to the Block Transfer and the 2018 Block Transfer) to the Issuer VM Accounts Receivable for a Requested Purchase Price Amount of £900.0 million, which the Issuer will fund with all or a portion of the Committed Principal Proceeds. See "*Use of Proceeds*". It is expected that the Issuer will complete the Block Transfer and the 2018 Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. In connection with such sale and assignment, the Platform Provider will deliver to the Issuer:

1. an assignment framework note (substantially in the form attached to the Framework Assignment Agreement, an "**Assignment Framework Note**") to be accepted and agreed to by the Issuer, pursuant to which the Issuer will agree, among other things, to purchase Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider), in whole but not in part, at the relevant Purchase Price Amounts in an aggregate amount equal to a limit (in respect of purchased Payment Obligations which have not been settled) specified therein (the "**Purchase Limit**"); and

2. one or more notices related to such Assignment Framework Note (substantially in the form attached to the Framework Assignment Agreement, each an "**Assignment Notice**") instructing the Issuer to pay to the Platform Provider, as consideration for the sale and assignment of the relevant VM Accounts Receivable, a requested amount (a "**Requested Purchase Price Amount**") on the date falling five Business Days following receipt by the Issuer of such Assignment Notice (or, in respect of the Assignment Notice in relation to the Block Transfer, on the day of receipt of such Assignment Notice) (a "**Value Date**").

As used herein, a "**Purchase Price Amount**" means, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount (as defined below) of such VM Account Receivable *less* the Applied Discount (as defined in the context of the Framework Assignment Agreement) (as defined below) calculated as at the relevant Assignment Date. "**Outstanding Amount**" means, with respect to a Payment Obligation, an amount equal to (i) the gross amount of the Approved Platform Receivable in respect of which the Payment Obligation arose, *less* (ii) the sum of all Credit Notes (as defined below under "*Accounts Payable Management Services Agreement*") allocated to the Approved Platform Receivable in respect of which that Payment Obligation arose pursuant to the terms of the APMSA, *plus* (iii) the Applied Discount (as defined below). "**Applied Discount**" refers (i) in the context of the

APMSA, to the discount amount that the Platform Provider will deduct from the Certified Amount (as defined below under "*Accounts Payable Management Services Agreement*") in case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA and (ii) in the context of the Framework Assignment Agreement, to the discount amount that the Platform Provider will deduct from the Certified Amount in the case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA, *less* the processing fee due to the Platform Provider and LGC specified in the APMSA (which will initially be 0.20% per annum) (the "**Platform Provider Processing Fee**").

From time to time following the Issue Date, the Platform Provider may, at its discretion (but not more than once per week prior to the service of a notice of termination (as further described below)), serve further Assignment Notices (which may also be Primary Assignment Notices (as defined and further described below under " *—Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts*")) to the Issuer pursuant to the relevant Assignment Framework Note.

Following the receipt of an Assignment Notice, so long as no Non-Compliance Event (as defined below) has occurred and is continuing, the Issuer will pay, on the relevant Value Date, the relevant Requested Purchase Price Amount (which may be adjusted as further described below) to the Platform Provider, which shall have the effect of the Platform Provider immediately (or, in respect of a Block Transfer that will occur on the day immediately following the Issue Date, only on the day immediately following such Value Date) selling and assigning, without further action on the part of any person or entity, all of its rights, title and interest in and to the relevant Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider) at the relevant Purchase Price Amounts to the Issuer pursuant to the relevant Assignment Framework Note (an "**Assignment**"). The Requested Purchase Price Amount (and the corresponding VM Accounts Receivable) will be adjusted if the aggregate of all Requested Purchase Price Amounts, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables would be higher than the relevant Purchase Limit specified in that Assignment Framework Note. In such event, the Issuer must notify the Platform Provider within two Business Days of receipt of the relevant Assignment Notice (i) of such circumstance and (ii) that the Requested Purchase Price Amount will (A) be reduced to equal the amount which would cause the aggregate Requested Purchase Price Amount, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables to equal such Purchase Limit and/or (B) cancelled to the extent necessary such that the relevant assignment is for the whole, and not part, of the VM Accounts Receivable.

The Issuer will not be obliged to pay a Requested Purchase Price Amount specified in an Assignment Notice if any of the following events (each, a "**Non-Compliance Event**") have occurred and is continuing (provided that the Issuer notifies the Platform Provider, within two Business Days of the receipt of such Assignment Notice, that one or more Non-Compliance Events have occurred and of the Issuer's intention not to comply with such Assignment Notice): (i) if the Framework Assignment Agreement or relevant Assignment Framework Note has been terminated prior to the date of such Assignment Notice; (ii) if the terms and conditions of such Assignment Notice materially deviate from the terms and conditions of the Framework Assignment Agreement or the relevant Assignment Framework Note; (iii) if a Buyer Event of Default (as defined below) is continuing in respect of any Obligor; and/or (iv) if a specified insolvency event occurs in respect of the Platform Provider which directly results in the Platform Provider not continuing its business as contemplated under the Framework Assignment Agreement. If, following the receipt of a Requested Purchase Price Amount on a Value Date, the Platform Provider has acquired (or determines that it will on such Value Date acquire) insufficient VM Accounts Receivable to apply the whole of the Requested Purchase Price Amount received on such Value Date, the Platform Provider will either (i) serve, on such Value Date, one or more notices (substantially in the form set out in the Framework Assignment Agreement, each a "**Purchase Price Return Notice**") to the Issuer and, on the Business Day following the date of such Purchase Price Return Notice (a "**Settlement Date**"), pay to the Issuer Collection Account, the excess Requested Purchase Price Amount not applied towards the purchase of VM Accounts Receivable (such excess, the "**Excess Requested Purchase Price Amount**"); or (ii) retain such Excess Requested Purchase Price Amount for a period of up to four Business Days following such Value Date (an "**Excess Retention Period**", and the final day thereof (which, at the Platform Provider's discretion, may occur prior to the fourth Business Day following such Value Date), the "**Excess Retention Period End Date**") to be applied towards the purchase of any VM Accounts Receivable arising during such Excess Retention Period. If the Platform Provider chooses to retain such Excess Requested Purchase Price Amount, it further agrees that (i) if the Platform Provider acquires any VM Accounts Receivable during such Excess Retention Period, it will sell

and assign such VM Accounts Receivables to the Issuer (and the Platform Provider will be deemed to have served an Assignment Notice in respect of such Assigned Receivables); and (ii) on the Business Day prior to the Excess Retention Period End Date, the Platform Provider will serve a Purchase Price Return Notice in respect of any remaining Excess Requested Purchase Price Amount to the Issuer, and subsequently pay such remaining Excess Requested Purchase Price Amount to the Issuer Collection Account on such Excess Retention Period End Date, together with all Excess Requested Purchase Price Interest (as defined below) due in respect thereof. "**Excess Requested Purchase Price Interest**" shall accrue daily at the Funding Rate (as defined below), calculated on any Excess Requested Purchase Price Amount retained by the Platform Provider (and not applied towards the purchase of VM Accounts Receivable), from (and including) the first day of the relevant Excess Retention Period to (and including) the relevant Excess Retention Period End Date, or such later date on which the Issuer receives such Excess Requested Purchase Price Amount together with all interest due in respect thereof. As used herein, "**Funding Rate**" means a rate equal to the Margin (as defined below) (less the Platform Provider Processing Fee) over 1-month GBP Libor (or any other applicable reference rate selected by the Platform Provider and VMIH) (a "**Reference Rate**"); *provided that* if the relevant Reference Rate is less than zero, such Reference Rate shall be deemed to be zero.

Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts

Prior to the service of an Obligor Enforcement Notification (as defined and further described below), the Platform Provider will act as collection agent for the Issuer in respect of any Collected Amounts received or recovered relating to Assigned Receivables, in accordance with the Accounts Payable Management Services Agreement. Except in circumstances where certain Collected Principal Amounts are applied towards the purchase of new VM Accounts Receivable (as further described below), the Platform Provider will apply any Collected Amount, within one Business Day of receipt or recovery thereof (such scheduled date of application, a "**Collected Amount Forwarding Date**"), in or towards the repayment to the Issuer of an amount equal to the Outstanding Amount of the relevant Assigned Receivables (to the extent that such Assigned Receivables remain outstanding and has not been settled or otherwise paid to the Issuer).

From time to time, the Platform Provider may serve an Assignment Notice (a "**Primary Assignment Notice**") which states that any Collected Principal Amounts in respect of Assigned Receivables relating to such Primary Assignment Notice are to be treated as further payments of Requested Purchase Price Amounts. So long as (i) no Non-Compliance Event has occurred and is continuing (and in respect of which the Issuer has notified the Platform Provider that the purchase mechanics described in this paragraph will not apply), or (ii) no notice of termination has been served (as further described below), then (a) the Platform Provider will be deemed to have served an Assignment Notice on exactly the same terms as the Primary Assignment Notice, except for the Requested Purchase Price Amount (which will be equal to the Collected Principal Amount that would otherwise be due and payable to the Issuer) (such notice, the "**New Assignment Notice**"); and (b) the Platform Provider's obligation to pay such Collected Principal Amount to the Issuer will be set off against the Issuer's obligation to pay the Requested Purchase Price Amount under the New Assignment Notice. For the avoidance of doubt, the purchase mechanics described in this paragraph will not affect the Platform Provider's obligation to pay to the Issuer any Premium on the relevant Collected Amount Forwarding Date. If, three Business Days following the service of a New Assignment Notice, the Platform Provider still holds any Collected Amounts which have not been utilised for the purchase of new VM Accounts Receivable (such amounts, "**Unutilised Collected Amounts**"), the Platform Provider will immediately serve a Purchase Price Return Notice to the Issuer in respect of such Unutilised Collected Amounts, and will pay such Unutilised Collected Amounts to the Issuer Collection Account on the relevant Settlement Date. The Platform Provider will pay the Issuer interest on any "**Retained Collected Amounts**" (being any Collected Amount which has not been paid to the Issuer towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable as described above). Interest on Retained Collected Amounts shall accrue daily at the Funding Rate, calculated from (and including) the relevant scheduled Collected Amount Forwarding Date to (and including) the relevant Settlement Date or such later date on which the Issuer receives the Retained Collected Amount, together with all interest due in respect thereof, as the case may be (the "**Retained Collected Amount Interest**"), and will be paid to the Issuer Collection Account on the relevant Settlement Date or such later date, as applicable.

Buyer Events of Default and Obligor Enforcement Notification

The Issuer may not serve (or cause or permit to be served) a notice to the Obligors informing them of an Assignment (an "**Obligor Enforcement Notification**") prior to the occurrence of (i) a failure by any Obligor to

pay any Payment Obligation in full to the Platform Provider on the date such payment was due (taking into account any applicable grace period under the APMSA), (ii) a specified insolvency event in respect of any Obligor, (iii) a breach of the representations and warranties of the Obligors' Parent with respect to the eligibility of the VM Accounts Receivable, which is not capable of remedy (or if such breach is capable of remedy, is not remedied within five Business Days of notice) (each such event in (i) to (iii), a "**Buyer Event of Default**"), or (iv) a specified insolvency event in respect of the Platform Provider. See "*Risk Factors—Risks Relating to the Receivables and the SCF Platform— The transfer of VM Accounts Receivable under the Framework Assignment Agreement takes place only under equity until an Obligor Enforcement Notification is given to the Obligors*". Following the occurrence of any of the foregoing events, the Issuer may serve or direct the Platform Provider to serve an Obligor Enforcement Notification (*provided that* the Platform Provider may, but is not obliged to, serve an Obligor Enforcement Notification at any time as it sees fit and pursuant to the circumstances described in the paragraph below).

As soon as reasonably practicable after the occurrence of a Buyer Event of Default, the Platform Provider will, among other things, (i) provide the Issuer with notice of such Buyer Event of Default and the details thereof, as well as regular status updates with respect to the affected Assigned Receivables; (ii) turn over to the Issuer any Purchase Price Return Amount in accordance with the terms of the Framework Assignment Agreement; and (iii) in consultation with the Issuer and the Obligors' Parent (provided such consultation is permitted by the terms of the Framework Assignment Agreement), take (or refrain from taking) any steps that the Platform Provider sees fit to recover all amounts payable, as well as default interest and other costs and expenses, each as permitted under the APMSA.

Following service of an Obligor Enforcement Notification, the Platform Provider will cease to act as the Issuer's collection agent in respect of the relevant Assigned Receivables. For a further description of the provisions relating to Buyer Events of Default and Obligor Enforcement Notification, see "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular.

Assignment and Termination

The Issuer may assign or transfer its rights under the Framework Assignment Agreement and the Assignment Framework Notes (including its rights to Assigned Receivables), without the consent of the other parties only in certain specified circumstances and in accordance with the procedures set forth in the Framework Assignment Agreement, as further described under "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular. Similarly, the Platform Provider may assign or transfer its rights under the Framework Assignment Agreement only with the prior written consent of the other parties and in such specified circumstances; *provided, however*, that the Platform Provider may assign or transfer any of its rights in Assigned Receivables to an affiliate without the consent of any other party, and may also assign or transfer any of its rights or obligations under the Framework Assignment Agreement, as the provider and administrator of the SCF Platform, to an affiliate with the prior written consent of the Issuer (which shall not be unreasonably withheld or delayed).

The Framework Assignment Agreement and/or any Assignment Framework Note issued thereunder may be terminated by the Issuer or the Platform Provider upon 10 Business Days' prior notice to the other parties thereto; *provided that* with respect to a termination by the Platform Provider, the effective date of the termination shall not be earlier than the effective date of termination of the APMSA (as further described below), see "*Risk Factors—Risks Relating to the Receivables and the SCF Platform—The Framework Assignment Agreement may be terminated without the consent of the Issuer or the Noteholders*". Additionally, the Platform Provider and/or the Issuer may terminate the Framework Assignment Agreement and/or any Assignment Framework Note with immediate effect upon the occurrence of certain events, including a breach of material obligations of the Obligors' Parent (subject to a 30 days grace period), a material breach of the representation and warranties of the Obligors' Parent (subject to a 30 days grace period), or if a specified insolvency event has occurred in respect of the Obligors' Parent. For a further description of termination events, see "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular.

The terms of the Accounts Payable Management Services Agreement are more fully described below under "*Accounts Payable Management Services Agreement*".

New VM Financing Facility

On any Business Day which is not a Value Date, and on any Value Date (in this case, to the extent that there are any Committed Principal Proceeds that cannot be invested in VM Accounts Receivable due to a shortage of VM Accounts Receivable available for purchase through the SCF Platform), the Issuer will utilize any Excess Cash to make interest-bearing Excess Cash Loans to VMIH under the New VM Financing Facility Agreement, as further described below. This use of Excess Cash, together with the interest earned on the Issue Date Facility Loans, will provide the Issuer with the same rate of return in respect of the Committed Principal Proceeds not invested in VM Accounts Receivable (including any Retained Collected Amounts) as Noteholders will receive in respect of the Notes, instead of leaving the same funds (represented by the Excess Cash) uninvested in the Principal Proceeds Account pending their application for the purchase of new VM Accounts Receivable. In addition, since the Issuer was formed solely for the purpose of facilitating the Original Transaction and the Transactions and issuing the Notes, and is not expected to engage in any business activities other than those related to its formation and the Original Transaction and the Transactions (including the offering of the Notes and the funding of loans under the New VM Financing Facility Agreement), the Issuer intends to lend any Interest Proceeds that it collects from time to time to VMIH, in the form of non-interest bearing Interest Facility Loans under the New VM Financing Facility Agreement, as further described below. The Issuer will also fund interest-bearing Issue Date Facility Loans under the Issue Date Facility, as further described below. Proceeds of any loans made by the Issuer to VMIH under the New VM Financing Facility Agreement may be used by VMIH for general corporate purposes.

On the Issue Date, the Issuer, as lender, will enter into a senior unsecured facilities agreement (the "**New VM Financing Facility Agreement**") with, *inter alios*, VMIH as borrower, and The Bank of New York Mellon, London Branch as administrator for the Issuer (together with any successor thereto approved or appointed by the Issuer, the "**Administrator**"), pursuant to which the Issuer will make available to VMIH revolving and term credit facilities, consisting of the Interest Facility, the Excess Cash Facility and the Issue Date Facility, as described below.

Interest Facility

The New VM Financing Facility Agreement will provide for a revolving credit facility (the "**Interest Facility**") under which the Issuer will from time to time fund non-interest-bearing Interest Facility Loans to VMIH.

Following the Issue Date, on any Business Day, if the Interest Proceeds deposited in the Interest Proceeds Account are greater than zero (and on any Business Day prior to an Interest Payment Date, greater than the amount required to fund the interest payment for such Interest Payment Date), the Issuer will apply such Interest Proceeds (or excess Interest Proceeds) to fund a new Interest Facility Loan to VMIH.

Excess Cash Facility

The New VM Financing Facility Agreement will also provide for a revolving credit facility (the "**Excess Cash Facility**"), in an aggregate principal amount up to the Committed Principal Proceeds, under which the Issuer will from time to time fund Excess Cash Loans to VMIH. Interest on Excess Cash Loans will be payable semi-annually in arrears on the earlier of (i) each January 15 and July 15, commencing January 15, 2021 (each, an "**Excess Cash Interest Period Date**") and (ii) upon repayment of a Weekly Excess Cash Repayment Amount (as defined below). Interest will accrue from the funding date of any Excess Cash Loan at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest in respect of any interest period ending on any Excess Cash Interest Period Date will occur no less than one Business Day prior to such Excess Cash Interest Period Date.

On or following the Issue Date, the Issuer will use the Committed Principal Proceeds, firstly, to purchase available VM Accounts Receivable pursuant to the Framework Assignment Agreement (including pursuant to the Block Transfer and the 2018 Block Transfer) and, secondly, to fund an initial Excess Cash Loan. It is expected that the Issuer will complete the Block Transfer and the 2018 Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020.

Following the Issue Date, as the Platform Provider (on a weekly basis) serves or is deemed to serve an Assignment Notice to the Issuer instructing the Issuer to pay a Requested Purchase Price Amount (as may be adjusted or off set pursuant to the terms of the Framework Assignment Agreement) as consideration for the sale and assignment of the relevant VM Accounts Receivable on the relevant Value Date, the Issuer will, upon not less than five Business Days' prior notice, demand repayment by VMIH of such portion of principal of any outstanding Excess Cash Loans as is equal to (i) such Requested Purchase Price Amount to be paid for VM Accounts Receivable that the Issuer expects to purchase on such Value Date, *less* (ii) any Interim Platform Amounts credited on such Value Date (such amount demanded, a "**Weekly Excess Cash Repayment Amount**"). VMIH will be obligated to pay into the Issuer Collection Account (for immediate onwards crediting to the Principal Proceeds Account) the Weekly Excess Cash Repayment Amount on the fifth Business Day following receipt of such notice. The interest accrued on such Weekly Excess Cash Repayment Amount will not be repaid but will, on that date, be deemed loaned to VMIH under a new Interest Facility Loan. On the relevant Value Date, the Issuer will apply the Weekly Excess Cash Repayment Amount so received, together with any Interim Platform Amounts credited on the same day, towards its purchase of VM Accounts Receivable.

On any Business Day (other than the date on which the Notes are redeemed or repaid, in whole or in part (or on which corresponding payment by VMIH is required to be made to the Issuer in relation to any such redemption or repayment)), if the balance of funds deposited into the Principal Proceeds Account is greater than zero, the Issuer will apply such funds, firstly, towards the purchase of available VM Accounts Receivable in accordance with the Framework Assignment Agreement (if such Business Day is also a Value Date) and, secondly, to fund an Excess Cash Loan to VMIH.

Issue Date Facility

The New VM Financing Facility Agreement will further provide for a term loan facility (the "**Issue Date Facility**" and, together with the Interest Facility and the Excess Cash Facility, the "**New VM Financing Facility**"), under which the Issuer will fund interest-bearing loans to VMIH (the "**Issue Date Facility Loans**") on the Issue Date and from time to time, thereafter, as applicable. Interest on the Issue Date Facility Loans will be payable semi-annually in arrears on each January 15 and July 15 (each, an "**Issue Date Facility Interest Period Date**"), commencing January 15, 2021. Interest will accrue from the funding date of the relevant Issue Date Facility Loan at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprising twelve 30-day months. Payment of interest in respect of any interest period ending on any Issue Date Facility Interest Period Date will occur no less than one Business Day prior to such Issue Date Facility Interest Period Date.

On or prior to the Issue Date, VMIH, the Issuer and TMF Management (Ireland) Limited (in its capacity as the sole shareholder of the Issuer, the "**Share Trustee**") will enter into an agreement pursuant to which VMIH will agree to pay the Share Trustee £3.0 million in return for the Share Trustee procuring that the Issuer enters into certain Transaction Documents. Such payment will be conditional on the Share Trustee subscribing £3.0 million (the "**Subscription Proceeds**") for one million of the Issuer's Class B, non-voting and non-dividend bearing shares (the "**Issue Date Shares**") which the Issuer will allot and issue to the Share Trustee. The Issuer will lend the Subscription Proceeds from the Issue Date Shares, if any, to VMIH as an Issue Date Facility Loan under the Issue Date Facility. In practice, the process will be almost cashless, as nearly all of the payment by VMIH to the Share Trustee will ultimately be lent back to VMIH as an Issue Date Facility Loan.

Principal and accrued interest (if applicable) on the New VM Financing Facility Loans will become due and payable in full on the earlier of (i) the Maturity Date of the Notes or (ii) the date of early redemption of the Notes in accordance with the Conditions.

The New VM Financing Facility Agreement will also provide for certain payments to the Issuer by VMIH and certain payments to VMIH by the Issuer. On the Issue Date, pursuant to the New VM Financing Facility Agreement, VMIH will pay to the Issuer an upfront payment in an amount equal to any underwriting fees, commissions and/or certain expenses incurred or paid by the Issuer in relation to the issuance of the Additional Notes (if any). In addition, the New VM Financing Facility Agreement will provide for the periodic payment of Shortfall Payments or Excess Arrangement Payments, as described below under " *—Payment of Interest on the Notes*".

Payment of Interest on the Notes

Interest on the Notes will be payable semi-annually in arrears on each January 15 and July 15 (each, an "**Interest Payment Date**"), commencing, in the case of the Notes offered hereby, January 15, 2021. Interest on the Notes will accrue from the Issue Date at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprising of twelve 30-day months. Pursuant to the terms of the New VM Financing Facility Agreement and the Expenses Agreement, and in consideration of the Issuer providing the New VM Financing Facility to VMIH, VMIH will make certain payments to the Issuer to the extent necessary to enable the Issuer to make interest payments when due under the Notes. The Issuer will fund the payment of scheduled interest on the Notes on each Interest Payment Date from the Interest Proceeds Account as follows:

1. firstly, to the extent that there are amounts in the Interest Proceeds Account on the Business Day prior to such Interest Payment Date, the Issuer will utilize such amounts towards the payment of scheduled interest on the Notes;

2. secondly, the Issuer will demand, upon no less than six Business Days' notice prior to such Interest Payment Date, that VMIH prepay Interest Facility Loans under the Interest Facility (and VMIH will repay such Interest Facility Loans on or prior to the fifth Business Day following receipt of such demand), in a principal amount equal to the lesser of:

   a. an amount equal to the interest due and payable on the Notes on such Interest Payment Date less any amounts in the Interest Proceeds Account referred to in paragraph (1) above; and

   b. the total amount of Interest Facility Loans outstanding on the Business Day prior to such Interest Payment Date.

   The Issuer will deposit the proceeds of any Interest Facility Loans so prepaid into the Interest Proceeds Account;

3. thirdly, on or prior to the Business Day immediately preceding each Interest Payment Date (other than the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions), VMIH will make a payment to the Issuer (each, as calculated in accordance with the Agency and Account Bank Agreement, a "**Term Shortfall Payment**") in an amount equal to the positive difference, if any, between (i) the amount of interest due on the Notes on such Interest Payment Date, *less* (ii) the sum of (x) the amount of any Interest Facility Loans to be repaid pursuant to paragraph (2) above and (y) amounts in the Interest Proceeds Account referred to in paragraph (1) above.

   By contrast to the Term Shortfall Payment, to the extent that on any Interest Payment Date (other than the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions) there is any balance on the Interest Facility Loans not repaid by VMIH to the Issuer pursuant to paragraph (2) above, the Issuer will make a payment to VMIH (each, as calculated in accordance with the Agency and Account Bank Agreement, a "**Term Excess Arrangement Payment**") in an amount equal to such balance of the Interest Facility Loans outstanding on such Interest Payment Date. Any Term Excess Arrangement Payment will be paid as a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) (or to the extent that the Term Excess Arrangement Payment amount exceeds the amount of interest and fees previously paid under the New VM Financing Facility Agreement, shall constitute an advance rebate of interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) to be paid under the New VM Financing Facility Agreement) (on a cashless basis, by offsetting such Term Excess Arrangement Payment against the amounts due by VMIH under the Interest Facility Loans).

4. fourthly, on or prior to the Business Day immediately preceding the final Interest Payment Date (being the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions), VMIH will make a payment to the Issuer (as calculated in accordance with the Agency and Account Bank Agreement, a "**Maturity Shortfall Payment**", together with the Term Shortfall Payments, the "**Shortfall Payments**" and each a "**Shortfall Payment**") in an amount equal to the positive difference, if any, between (i) the aggregate principal amount of the Notes to be repaid together with the amount of interest due on the Notes on such final Interest Payment Date, *less* (ii) the sum of:

   a. all Collected Amounts on all Assigned Receivables to be repaid or prepaid to the Issuer on or prior to two Business Days prior to the final Interest Payment Date;

b. any other amounts (including any accrued interest) due to be paid by the Platform Provider to the Issuer pursuant to the Framework Assignment Agreement on or prior to two Business Days prior to the final Interest Payment Date;

c. the principal amount of and interest due on all of the New VM Financing Facility Loans to be paid to the Issuer on maturity of the New VM Financing Facility; and

d. all other amounts standing to the credit of each of the Lender Interest Proceeds Account and the Lender Principal Proceeds Account (to the extent not included in the above).

By contrast to the Maturity Shortfall Payment, to the extent that any calculation in this paragraph (4) results in a negative value, the Issuer will pay or transfer to VMIH (as calculated in accordance with the Agency and Account Bank Agreement, a "**Maturity Excess Payment**", together with the Term Excess Arrangement Payments, the "**Excess Arrangement Payments**" and each an "**Excess Arrangement Payment**") (as a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment)) in an amount which would return such negative value to zero; *provided, however*, that such payment will only be made after all amounts due and payable to Noteholders under the Notes have been settled.

Approved Exchange Offer

In order to extend the availability of the committed financing for the purchase of VM Accounts Receivable represented by the Committed Principal Proceeds beyond the Maturity Date of the Notes, VMIH may, at any time, enter into an exchange offer and payables financing plan agreement (a "**Plan Agreement**") with a new entity (a "**New Issuer**"). Pursuant to any such Plan Agreement, the New Issuer will procure from VMIH a commitment to cancel amounts of the New VM Financing Facility as set forth below, and will enter into agreements with VMIH, the Platform Provider, the Notes Trustee and other relevant counterparties providing for the New Issuer's purchase of VM Accounts Receivable on terms and conditions substantially similar to the Transaction Documents.

Promptly after entering into the Plan Agreement, the New Issuer will launch an exchange offer (the "**Approved Exchange Offer**") designed to allow Noteholders to exchange up to a specified principal amount of Notes for a principal amount of new notes (the "**New Notes**") to be set out in the Approved Exchange Offer. Upon consummation of the Approved Exchange Offer, subject to the terms of the Trust Deed:

(i) The New Issuer will issue a specified amount of New Notes to the Noteholders validly tendered into the Approved Exchange Offer and not withdrawn. If, upon the expiration of the Approved Exchange Offer, Noteholders have validly tendered more Notes than the New Issuer is able to accept pursuant to the Approved Exchange Offer, the New Issuer will accept for exchange Notes validly tendered and not withdrawn on a pro rata basis, based on the proportion that the aggregate principal amount of Notes to be accepted bears to the aggregate principal amount of Notes validly tendered and not withdrawn; and

(ii) The Issuer will purchase from the New Issuer any Notes accepted by the New Issuer pursuant to the Approved Exchange Offer and will cancel such purchased Notes. As consideration for such purchase, the Issuer will simultaneously pay, assign and transfer to the New Issuer:

(A) Assigned Receivables such that (a) minus (b) is equal to or less than (c) plus (d); where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, where "**Relevant Percentage**" means the proportion that the aggregate principal amount of Notes accepted into the Approved Exchange Offer bears to the aggregate principal amount of Notes outstanding as of the date of consummation of the Approved Exchange Offer (the "**Determination Date**"), (b) is the aggregate historical Purchase Price Amount of such Assigned Receivables assigned to the New Issuer pursuant to this clause (A), (c) is the balance of Excess Cash Loans outstanding on the Determination Date, and (d) is any Interim Platform Amounts to be credited to the Issuer on the Determination Date. The Assigned Receivables to be assigned to the New Issuer pursuant to this clause (A) will be selected by an independent financial, banking, accounting or other similar advisor designated by VMIH, the Issuer or the Administrator with a mandate to maximise the aggregate Purchase Price Amount of the transferred Assigned Receivables whilst ensuring that they have the shortest maturities possible. Assigned Receivables will only be assigned and transferred to the New Issuer pursuant to this clause (A) in whole, and not in part;

(B) The cash proceeds from the repayment of Interest Facility Loans (to be demanded by the Issuer or the Administrator) in an amount equal to (a) minus (b); where (a) is the accrued and unpaid Premium that remained outstanding on the Assigned Receivables assigned pursuant to clause (A) above as of the immediately preceding Interest Payment Date and (b) is any accrued and unpaid Retained Amount Interest that remained outstanding as of the Determination Date in respect of the "**Retained Amounts**" (being collectively, Retained Collected Amounts, Delayed Aggregate Amounts and/or Excess Requested Purchase Price Amounts) (as determined in accordance with the Agency and Account Bank Agreement described elsewhere in this Offering Circular) to be transferred to the New Issuer pursuant to clause (D) below, as applicable;

(C) The cash proceeds from the repayment of Excess Cash Loans (to be demanded by the Issuer or the Administrator) in an amount equal to (a) minus (b) minus (c), where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, (b) is the aggregate Purchase Price Amounts of Assigned Receivables assigned to the New Issuer pursuant to clause (A) above, and (c) is any Interim Platform Amounts to be credited to the Issuer on the Determination Date;

(D) The cash proceeds from the payment by the Platform Provider to the Issuer on the Determination Date of any Retained Amounts and any other Interim Platform Amounts; and

(E) An "**Accrued Facility Interest and Shortfall Amount**" equal to (a) minus (b) minus (c) minus (d) minus (e), where (a) is the aggregate principal amount of Notes tendered into the Approved Exchange Offer, (b) is the aggregate Purchase Price Amounts of the Assigned Receivables assigned pursuant to clause (A) above *plus* accrued and unpaid Premium thereon through the Determination Date, (c) is the amount of cash proceeds set out in clause (B) above, (d) is the amount of cash proceeds set out in clause (C) above and (e) is the amount of cash proceeds set out in clause (D) above. The Issuer will demand repayment of Excess Cash Loans in an amount equal to any Accrued Facility Interest and Shortfall Amount in order to make such payment.

Accounts Payable Management Services Agreement

VM Accounts Receivable purchased by the Issuer pursuant to the Framework Assignment Agreement are uploaded by an Obligor (or LGC on its behalf) or VMIH to the SCF Platform (as defined in Condition 1 (*Definitions and Principles of Construction*)) managed by the Platform Provider to facilitate receivables financing provided by the Platform Provider and other participating funding providers, including the Issuer. The SCF Platform is made available to VMIH and certain of its subsidiaries, and is administered under the terms of the Accounts Payable Management Services Agreement.

The Platform Provider and the Obligors have, among others, entered into the Accounts Payable Management Services Agreement (as defined in Condition 1 (*Definitions and Principles of Construction*)). Under the terms of the APMSA, the Obligors (which, in the context of this section entitled "*Accounts Payable Management Services Agreement*" shall include reference to the Obligors' Parent, the eligible Subsidiary Obligors and Virgin Media Ireland Ltd.) are "**Buyer Entities**" who may upload Electronic Data Files containing details of Receivables on to the SCF Platform to enable the purchase (or deemed purchase) by or transfer (or deemed transfer) to the Platform Provider of such Receivables from the relevant Supplier. Additional Subsidiary Obligors may accede to the APMSA by entering into an accession letter (substantially in form set out in the APMSA) with the Platform Provider and the Obligors' Parent, and an existing Subsidiary Obligor may cease to be a "Buyer Entity" for the purposes of the APMSA if the Platform Provider or Obligors' Parent provides written notice to such effect. Pursuant to the Agency and Account Bank Agreement, the Obligors' Parent will undertake to the Issuer that the Obligors' Parent may notify the Platform Provider of a resignation of a Subsidiary Obligor only if all Outstanding Amounts owed by such Subsidiary Obligor (as principal obligor) in respect of its Assigned Receivables have been settled in accordance with the APMSA on or prior to the date of its resignation, and the Obligors' Parent will agree to promptly provide written notification of the same to the Issuer (or the Administrator on its behalf).

From time to time, an Obligor (or LGC on its behalf) or VMIH may execute an Upload and designate such uploaded Receivables as "approved". Immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will immediately give rise to new Payment Obligations, being independent and primary obligations of each Obligor, jointly and severally, (on the basis described in the sections entitled "*Description of the Receivables*" and "*Summary of Principal Documents—*

Accounts Payable Management Services Agreement" included elsewhere in this Offering Circular) to make or cause payment to be made of the Certified Amount (as defined below) to the Relevant Recipient on the Confirmed Payment Date in respect of such Approved Platform Receivable. Eligible Receivables (as further described in "*Summary of Principal Documents—Accounts Payable Management Services Agreement*" included elsewhere in this Offering Circular) may include those with a Confirmed Payment Date of up to 360 days from the issuance date of the relevant invoice. In respect of SCF Transfers of Receivables a margin of 2.70% per annum (the "**Initial Margin**", as may be amended from time to time by any applicable Margin Amendments, the "**Margin**") calculated on the basis of the relevant Outstanding Amounts (which includes the Platform Provider Processing Fee) over the Reference Rate that applies to such Receivables.

The Margin applies from the date of the relevant SCF Transfer until the Confirmed Payment Date in respect of such Payment Obligation (and the Receivable related thereto, solely to the extent that such Receivable has been acquired by the Platform Provider). The Reference Rate (being, in this case, GBP LIBOR with a floor of zero) is determined by the remaining tenor between the date of an SCF Transfer and the Confirmed Payment Date (i.e. between 1 and 30 days, 1 month base rate will apply; between 31 and 60 days, 2 months base rate will apply). The Reference Rate plus the Margin are used to calculate the Applied Discount that the Platform Provider will deduct from the Certified Amount in the case of transfer by the Platform Provider of the VM Account Receivable prior to the Confirmed Payment Date, and accordingly is used in the calculation of the Purchase Price Amount for each VM Account Receivable. The Margin under the APMSA may not be amended without the written consent of the Issuer, and pursuant to the terms of the other Transaction Documents, the Issuer will agree to provide its written consent to any amendment of the Margin (without being required to seek the consent of the Noteholders) so long as the obligations of the New VM Financing Facility Borrower in favour of the Issuer under Clause 11.2 ("*Facility Fees*") of the New VM Financing Facility Agreement remain in full force and effect.

Pursuant to the APMSA, the Obligors' Parent and, as applicable, each Subsidiary Obligor appoints the Platform Provider as paying agent with respect to the settlement of any VM Account Receivable. Settlement requires the Obligors' Parent (or, at its option, a Subsidiary Obligor) to make an electronic transfer of the Certified Amount (as defined below) to the Platform Provider's designated bank account on the Confirmed Payment Date, and the Platform Provider will, in turn, transfer such Certified Amount (or part thereof as received by the Platform Provider) to the relevant recipient (which shall be the Issuer in respect of Assigned Receivables) on the same Confirmed Payment Date. As used herein, "**Certified Amount**" means, with respect to a Payment Obligation, the Outstanding Amount of such Payment Obligation (as specified in an Electronic Data File) on the "**Certified Amount Fixed Date**", being the date the relevant Electronic Data File is uploaded in respect of such Payment Obligation. Failure by any Obligor to pay all or any part of the Certified Amount by the Confirmed Payment Date will cause default interest to accrue on the unpaid sum at a rate of 1-month GBP LIBOR (or any other applicable reference rate selected by the Platform Provider and VMIH) *plus* 7% per annum, until the Certified Amount has been discharged in full.

Prior to an SCF Transfer in respect of an Approved Platform Receivable, if an Obligor wishes to reduce the amount of any Approved Platform Receivable for any reason (including as a result of any lien, right of set-off, defence, claim, counterclaim, or other certain adverse claim), it may post the amount to be deducted from such Approved Platform Receivable (each, a "**Credit Note**") as an entry in an Electronic Data File and such Credit Note will be allocated to such Approved Platform Receivable (and shall reduce the corresponding Payment Obligation that will arise following an SCF Transfer). No Credit Notes may be allocated to an Approved Platform Receivable (and the corresponding Payment Obligation) following an SCF Transfer in respect of such Approved Platform Receivable. Additionally, each Obligor agrees to be responsible for the accuracy of all information submitted by them in respect of VM Accounts Receivable and the Obligors' Parent agrees to comply with certain reporting requirements set out in the APMSA.

Under the APMSA, each Obligor represents, warrants and covenants to the Platform Provider at the date of (a) an Upload, (b) any SCF Transfer resulting in any Payment Obligation arising and the transfer or acquisition of the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) and (c) transfer via the SCF Platform and/or as permitted by the APMSA (in each case, including each applicable Assignment Date), as applicable, among other things: (i) that the Approved Platform Receivable meets certain criteria under the APMSA, including (but not limited to) having a Confirmed Payment Date of no more than 360 days from the issuance date of the relevant invoice and being denominated in an agreed currency; (ii) that the Approved Platform Receivable is not subject to any mortgage, charge, pledge, lien, other encumbrance or (to the best of the relevant Obligor's knowledge) other personal right or right in rem of any third

party and has, to the best of the relevant Obligor's knowledge, not been transferred or transferred in advance; (iii) that each Payment Obligation and the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) is free of any adverse claims, including any lien, right of set-off, netting, abatement, reduction, claim, defence or counterclaim; (iv) that each Payment Obligation and Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) can be validly transferred in accordance with the terms of the APMSA; and (v) that each Payment Obligation will be settled by an Obligor by the payment of the relevant Certified Amount on the relevant Confirmed Payment Date without withholding, deduction or set-off.

The APMSA also provides that the following occurrences, among others, constitute events of default, whereupon the Platform Provider shall have the right (but not the obligation) to suspend or terminate the provision of accounts payable management services and prohibit the creation of any further Payment Obligations (each, an "**APMSA Event of Default**"): (i) breach by any Obligor of any obligation or certain representations, warranties or covenants in the APMSA, which has not been remedied, if it can be remedied, for a period of ten days (which grace period shall not apply if such breach relates to a financial interest of an amount in excess of £5.0 million); (ii) non-payment of any amount due under the APMSA, including all or any part of any Certified Amount (subject to a grace period of one Business Day in the case of principal, and three Business Days in the case of any other amount); (iii) if any Obligor is unable, deemed unable, or admits inability to pay its debts as they fall due; and (iv) any corporate action, legal proceedings or other procedure is taken in relation to the suspension of payments, winding-up, or dissolution of any Obligor, or any composition, compromise, assignment or arrangement with any creditor of any Obligor, or the appointment of a liquidator, receiver, or other similar officer in respect of any Obligor.

The Obligors' Parent has also agreed to provide certain indemnities to the Platform Provider under the APMSA, including (but not limited to) indemnities against any losses directly suffered for or on account of tax, reasonable losses incurred as a direct result of any APMSA Event of Default or failure by any Obligor to pay any amount due under the APMSA, and any costs, expenses, claims or losses incurred as a result of the incorrect calculation by any Obligor of the amount of any Receivable uploaded in an Electronic Data File.

Subject to the consent of the Obligors' Parent (which will not be unreasonably withheld), the Platform Provider may assign, transfer or deal in any other manner with any VM Account Receivable that has been transferred to it, and/or all of its rights against any Obligor or under the APMSA, in part or in whole, to any third party; *provided, however*, that the Platform Provider may transfer any of its rights in VM Accounts Receivable to any of its affiliates without the consent of the Obligors' Parent if the Platform Provider promptly (and in any event, within three Business Days of such transfer) provides written notice to the Obligors' Parent of such transfer. No Obligor may so assign or transfer its respective rights and obligations under the APMSA without the written consent of the Platform Provider, and such consent shall not be unreasonably withheld or delayed.

Each of the Platform Provider and the Obligors' Parent may unilaterally terminate the APMSA upon notice to the other parties, if any other party breaches a material provision of the APMSA and fails to cure such breach within 10 days following written notice from another party requiring them to remedy such breach. The Platform Provider may also terminate the APMSA: (i) for any reason upon 12 months' prior written notice to the Obligors' Parent and LGC; and (ii) immediately, upon written notice, if it becomes unlawful for the Platform Provider in any applicable jurisdiction to perform any of its obligations thereunder. The Obligors' Parent or LGC may terminate the APMSA for any reason upon 20 Business Days' prior written notice to the Platform Provider. Following termination of the APMSA, the Obligors will no longer be permitted to use to the SCF Platform. All rights, duties and obligations of the parties to the APMSA with respect to the Payment Obligations posted to the SCF Platform prior to the effective date of any termination shall survive the termination of the APMSA.

SCF Platform Addition

At any time, VMIH and the Subsidiary Obligors may, at their option, elect to participate in an additional system established and administered by another Platform Provider. In connection with any SCF Platform Addition, VMIH and the Subsidiary Obligors may enter into additional accounts payable management services agreements (or equivalent) and the Issuer may (and upon request by VMIH, shall) enter into one or more additional receivables assignment agreements (or equivalent), pursuant to which the Issuer will purchase eligible VM Accounts Receivable from such additional Platform Provider. The consent of Noteholders will not be required for VMIH, the Subsidiary Obligors and the Issuer to give effect to any SCF Platform Addition

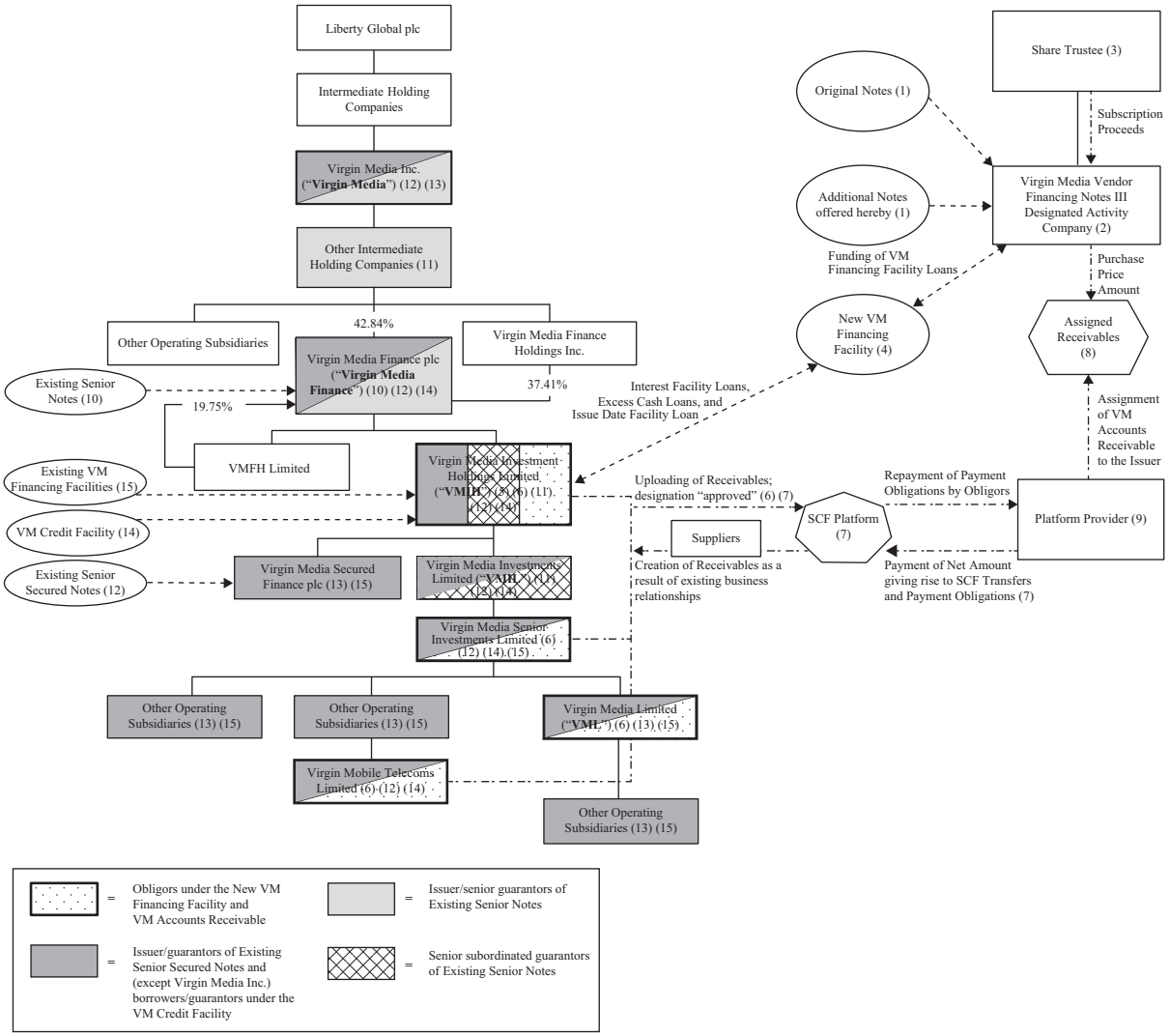
(including the modification of any Transaction Documents to implement such SCF Platform Addition), and the Administrator will enter into any SCF Platform Addition Documentation (as defined elsewhere in this Offering Circular) if the Administrator receives written confirmation from VMIH (with a copy to the Notes Trustee) that, in VMIH's determination, the entry into such SCF Platform Addition Documentation is reasonably required to implement such SCF Platform Addition and does not materially and adversely affect the interests of Noteholders.

2016 Receivables Financing Notes Redemption

In connection with the issuance of the Additional Notes offered hereby and the issuance of the Dollar VFN Notes, the New VM Financing Facility Borrower expects to repay all of the 2016 VM Financing Facilities and all of the 2016 Receivables Financing Notes will be redeemed by the 2016 RFN Issuer (the "**2016 RFN Redemption**"). The 2016 RFN Redemption will include a block sale and assignment by the 2016 RFN Issuer of any VM Accounts Receivable purchased and held by the 2016 RFN Issuer (the "**Block VM Accounts Receivable**") prior to such 2016 RFN Redemption to the Platform Provider. The Platform Provider is expected to sell and assign certain of the Block VM Accounts Receivable (which are expected to be in an amount not less than £300.0 million) to the Issuer under the Framework Assignment Agreement on or shortly following the Issue Date (the "**Block Transfer**") and certain of the Block VM Accounts Receivable to the Dollar VFN Issuer (the "**Dollar Notes Block Transfer**").

SUMMARY CORPORATE AND FINANCING STRUCTURE

The following chart sets forth certain aspects of the corporate and financing structure of Virgin Media after giving effect to the Transactions.



(1) The Notes will be limited recourse and senior obligations of the Issuer. The Notes will be secured by the Notes Collateral. Other than under the limited circumstances described in the Offering Circular, Noteholders will not have a direct claim on the cash flow or assets of Virgin Media and its subsidiaries, and Virgin Media and its subsidiaries will have no obligation, contingent or otherwise, to pay amounts due under the Notes, or to make funds available to the Issuer for those payments, other than the obligations of (i) the Obligors to make payments to the Issuer in respect of the Assigned Receivables, (ii) the Obligors to make payments to the Issuer in respect of the New VM Financing Facility Agreement, or (iii) VMIH to make payments to the Issuer under the Expenses Agreement, and in each case of (i) to (iii) above, any agreements related thereto to which they are party. On or following the Issue Date, the net proceeds of the issuance of the Notes *plus* any upfront payments payable by VMIH under the New VM Financing Facility Agreement, will be used by the Issuer (i) to finance the purchase of VM Accounts Receivable (including the Block Transfer and the 2018 Block Transfer) pursuant to the Framework Assignment Agreement and (ii) fund the New VM Financing Facility Loans under the New VM Financing Facility Agreement. It is expected that the Issuer will complete the Block Transfer and the 2018 Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. To the extent that there are not sufficient VM Accounts Receivable available for purchase on the first Value Date falling on or after the Issue Date, the Issuer will advance any excess proceeds from the issuance of the Additional Notes to the New VM Financing Facility Borrower as Excess Cash Loans under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement. On the Issue Date, the Issuer will also fund an Issue Date Facility Loan, in a principal amount equal to the Subscription Proceeds under the Issue Date Facility to VMIH, pursuant to the New VM Financing Facility Agreement.

(2) Legal title to the Shares in Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company) are held by the Share Trustee (with the beneficial interest being held on charitable trust formed under the laws of Ireland pursuant to the Declaration of Trust (as defined in "*Description of the Issuer*")).

(3) VMIH, the Issuer and the Share Trustee will enter into the Issue Date Arrangements Agreement pursuant to which VMIH will agree to pay the Share Trustee an amount representing the Subscription Proceeds and Subscriber Profit in return for the Share Trustee procuring that the Issuer enters into certain Transaction Documents in connection with the offering of the Notes. Such payment will be conditional on the Share Trustee subscribing for the Issue Date Shares which the Issuer will allot and issue to the Share Trustee on the Issue Date.

The Issuer will lend the Subscription Proceeds from the Issue Date Shares to VMIH as an Issue Date Facility Loan under the Issue Date Facility. In practice, the process will be almost cashless, as nearly all of the payment by VMIH to the Share Trustee will ultimately be lent back to VMIH as an Issue Date Facility Loan.

(4) The New VM Financing Facility made available pursuant to the New VM Financing Facility Agreement include the Excess Cash Facility, the Interest Facility and the Issue Date Facility. The New VM Financing Facility Agreement also provides certain Shortfall Payments to the Issuer by VMIH, and certain Excess Arrangement Payments to VMIH by the Issuer. Additionally, on the Issue Date, pursuant to the Expenses Agreement and the New VM Financing Facility Agreement, VMIH will pay to the Issuer an upfront payment in an amount equal to any underwriting fees, commissions and/or certain expenses incurred by the Issuer in relation to the issuance of the Notes. See "*Summary of Principal Documents—New VM Financing Facility Agreement*".

(5) VMIH is the borrower under the New VM Financing Facility Agreement. Indebtedness under the Existing VM Financing Facilities is unsecured. See "*Risk Factors—Risks Relating to the Notes—The right of the Issuer to receive payments from the Obligors in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement and the related agreements, as applicable, is effectively subordinated to the rights of existing and future secured creditors of such Obligors"*. VMIH has also entered into the APMSA (pursuant to which each Obligor provides a joint and several payment undertaking (as further described in "*Summary of Principal Documents—Accounts Payable Management Services Agreement*")), and will, on the Issue Date, enter into the Framework Assignment Agreement to provide certain representations and warranties on behalf of the Obligors to the Issuer (as further described in "*Summary of Principal Documents—Framework Assignment Agreement*").

(6) The Obligors are guarantors under the New VM Financing Facility Agreement. Under the terms of the APMSA, the Obligors (or LGC on its behalf) or VMIH may upload Electronic Data Files containing details of Receivables payable to a Supplier on to the SCF Platform to enable the purchase by the Platform Provider of such Receivables (and the Payment Obligations arising in respect thereof) from the relevant Supplier. On the Issue Date, the Obligors will include VMIH, VML, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited. The Obligors (on a consolidated basis) represent more than 70% of the consolidated total assets as of March 31, 2020 and more than 85% of the consolidated revenue of the Virgin Media Group for the three months ended March 31, 2020. Additional Subsidiary Obligors may accede to the APMSA by entering into an accession letter (substantially in form set out in the APMSA) with the Platform Provider and the Obligors' Parent, and an existing Subsidiary Obligor may cease to be a "Buyer Entity" for the purposes of the APMSA if the Platform Provider or Obligors' Parent provides written notice to such effect and subject to the terms of the Agency and Account Bank Agreement. See "*Summary of Principal Documents—Accounts Payable Management Services Agreement*".

(7) The SCF Platform is the system pursuant to which the Obligors (or LGC on its behalf) or VMIH may upload Receivables. The SCF Platform is managed by the Platform Provider and is administered under the terms of the APMSA to facilitate vendor financing provided by the Platform Provider and other participating funding providers, including the Issuer. Pursuant to the APMSA, the uploading of an Electronic Data File containing details of a Receivable payable to a Supplier on to the SCF Platform, and the designation of such uploaded Receivable as "approved" by an Obligor, will initially give rise to such Receivable being an Approved Platform Receivable. Upon payment by the Platform Provider to the relevant Supplier of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivable and (ii) such payment will immediately give rise to new independent and primary obligations of each Obligor, jointly and severally, to make or cause payment to be made to the Relevant Recipient on the Confirmed Payment Date in respect of such Approved Platform Receivable. Virgin Media Ireland Ltd. will not be an eligible Obligor under the Framework Assignment Agreement on and following the Issue Date, and, therefore, none of the Assigned Receivables will be owed by it. See "*Description of the Receivables—Uploading of Receivables onto the SCF Platform and Purchase by the Platform Provider: the Accounts Payable Management Services Agreement*".

(8) Under the Framework Assignment Agreement, from time to time commencing on the Issue Date, the Issuer may purchase and have assigned to it on a non-recourse basis, up to the total amount of Committed Principal Proceeds and the Platform Provider may sell and assign on a non-recourse basis, eligible VM Accounts Receivable that are made available by Suppliers and uploaded by the Obligors to the SCF Platform (including the Block Transfer and the 2018 Block Transfer). Each VM Account Receivable is a Payment Obligation which has been acquired by the Platform Provider (and the Receivable in respect of which such Payment Obligation has arisen, solely to the extent that such Receivable has been acquired by the Platform Provider). See "*Description of the Receivables—Assignment of the VM Accounts Receivable by the Platform Provider to the Issuer: the Framework Assignment Agreement*".

(9) Prior to the service of an Obligor Enforcement Notification, the Platform Provider will act as collection agent for the Issuer in respect of any Collected Amounts received or recovered relating to Assigned Receivables. Pursuant to the APMSA, the Platform Provider also acts as paying agent for the Obligors with respect to the settlement of any VM Account Receivable.

(10) The Existing Senior Notes issued by Virgin Media Finance plc comprise (i) $925.0 million (£746.0 million equivalent) aggregate principal amount of 5.00% senior notes due 2030 and (ii) €500.0 million (£422.5 million equivalent) aggregate principal amount of 3.75% senior notes due 2030, the proceeds of which are expected to redeem the 2022 VM Senior Notes and 2024 VM Dollar Senior Notes in full. See "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—Existing Senior Notes*".

(11) Virgin Media Communications and Virgin Media Group LLC provide a senior guarantee of the Existing Senior Notes. VMIH and VMIL provide a senior subordinated guarantee of the Existing Senior Notes.

(12) The Existing Senior Secured Notes issued by Virgin Media Secured Finance plc comprise (i) £521.3 million aggregate principal amount of 6.00% senior secured notes due 2025, with an aggregate principal amount outstanding of £521.3 million as of March 31, 2020, (ii) $750.0 million (£605.0 million equivalent) aggregate principal amount of 5.50% senior secured notes due 2026, with an aggregate principal amount outstanding of $750.0 million (£605.0 million equivalent) as of March 31, 2020, (iii) £525.0 million aggregate principal amount of 4.875% senior secured notes due 2027 with an aggregate principal amount outstanding of £525.0 million as of March 31, 2020, (iv) £675.0 million aggregate principal amount of 5.00% senior secured notes due 2027, with an aggregate principal amount outstanding of £675.0 million as of March 31, 2020, (v) $1,425.0 million (£1,149.4 equivalent) aggregate principal amount of 5.50% senior secured notes due 2029 with an aggregate principal amount outstanding of $1,425.0 million (£1,149.4 million equivalent) as of March 31, 2020, (vi) £340 million aggregate principal amount of 5.25% senior secured notes due 2029 with an aggregate principal amount outstanding of £340.0 million as of March 31, 2020, (vii) £400.0 million aggregate principal amount of 6.25% senior secured notes due 2029 with an aggregate principal amount outstanding of £360.0 million as of March 31, 2020, and (viii) £400.0 million aggregate principal amount of 4.25% senior secured notes due 2030 with an aggregate principal amount outstanding of £400.0 million as of March 31, 2020. See "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—Existing Senior Secured Notes*". The entities, which are borrowers/guarantors under the VM Credit Facility, together with Virgin Media, are the issuer/guarantors of the Existing Senior Secured Notes. Virgin Media Secured Finance and the guarantors under the Existing Senior Secured Notes represent more than 70% of the consolidated total assets as of March 31, 2020 and more than 85% of the consolidated revenue of the Virgin Media Group for the three months ended March 31, 2020.

(13) Virgin Media provides a full and unconditional unsecured guarantee for the VM Notes on a senior basis, 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.

(14) VMIH is the borrower under the VM Credit Facility. The VM Credit Facility has the benefit of a full and unconditional senior secured guarantee from Virgin Media Finance 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. See "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—The VM Credit Facility*".

(15) VMIH is the borrower under the Existing VM Financing Facilities. The Existing VM Financing Facilities are guaranteed by the same entities that will guarantee the New VM Financing Facility. Indebtedness under the Existing VM Financing Facilities is unsecured, and claims of the Issuer under the New VM Financing Facility will rank *pari passu* with any claims against VMIH under the Existing VM Financing Facilities. See "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—2018 VM Financing Facilities*".

SUMMARY FINANCIAL AND OPERATING DATA OF VIRGIN MEDIA

The tables below set out summary financial and operating data of Virgin Media for the indicated periods. The historical consolidated balance sheet and statement of operations data have been derived from the Annual Consolidated Financial Statements and the Interim Condensed Consolidated Financial Statements incorporated by reference herein.

The Consolidated Financial Statements have been prepared in accordance with U.S. GAAP. The following information should be read in conjunction with "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and the Interim Condensed Consolidated Financial Statements, each contained in the 2020 Quarterly Report incorporated by reference herein, and "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" and the Annual Consolidated Financial Statements, each contained in the 2019 Annual Report incorporated by reference herein. Our historical results do not necessarily indicate results that may be expected for any future period.

	Three months ended March 31,		Year ended December 31,		
	2020	2019 [a]	2019	2018 [a]	2017 [a]
			in millions		
Virgin Media Consolidated Statements of Operations Data:					
Revenue	£1,266.3	£1,275.5	£5,168.2	£5,150.3	£4,963.2
Operating costs and expenses (exclusive of depreciation and amortization, shown separately below):					
Programming and other direct costs of services	403.6	399.4	1,611.8	1,574.2	1,449.8
Other operating	188.8	178.6	708.1	683.4	660.9
Selling, general and administrative	170.8	177.7	704.3	675.1	680.2
Related-party fees and allocations, net	74.2	35.3	225.4	110.6	100.0
Depreciation and amortization	339.3	448.1	1,738.2	1,798.2	1,808.2
Impairment, restructuring and other operating items, net	4.8	33.4	93.7	101.9	57.5
	1,181.5	1,272.5	5,081.5	4,943.4	4,756.6
Operating income	84.8	3.0	86.7	206.9	206.6
Non-operating income (expense):					
Interest expense	(149.1)	(161.0)	(640.5)	(655.1)	(615.8)
Interest income—related party	64.3	69.3	284.6	314.1	329.9
Realized and unrealized gains (losses) on derivative instruments, net	484.8	(122.0)	(160.4)	471.3	(527.4)
Foreign currency transaction gains (losses), net	(375.7)	96.7	202.2	(364.0)	566.2
Realized and unrealized gains (losses) due to changes in fair values of certain debt, net	(1.4)	(9.3)	(20.8)	0.8	(25.5)
Losses on debt modification and extinguishment, net	—	(0.4)	(115.5)	(28.8)	(52.4)
Other income, net	1.1	1.2	5.4	10.4	10.0
	24.0	(125.5)	(445.0)	(251.3)	(315.0)
Gain (loss) before income taxes	108.8	(122.5)	(358.3)	(44.4)	(108.4)
Income tax benefit (expense)	(25.7)	10.5	21.0	7.4	21.5
Net earnings (loss)	83.1	(112.0)	(337.3)	(37.0)	(86.9)
Net earnings attributable to noncontrolling interest	(1.4)	(0.7)	(5.1)	—	—
Net earnings (loss) attributable to parent	£81.7	£(112.7)	£(342.4)	£(37.0)	£(86.9)

(a) During the fourth quarter of 2019, Liberty Global changed its segment presentation of certain costs related to its centrally managed technology and innovation function as a result of internal changes with respect to the way in which its chief operating decision maker evaluates the performance of its operating segments. These costs, which were previously charged to our company and reflected within the applicable categories of our fees and allocations, net, are now allocated (the "**T&I Allocation**") to our company and reflected within (i) other operating expenses and (ii) SG&A expenses in our consolidated financial statements. Amounts presented for all periods have been revised to reflect this change. See note 13 to the Annual Consolidated Financial Statements included in the 2019 Annual Report incorporated by reference herein.

	March 31,	December 31,	
	2020	2019	2018
		in millions	
Virgin Media Consolidated Balance Sheet Data:			
Cash and cash equivalents	£21.2	£34.5	£16.8
Total assets	£20,913.2	£20,579.7	£21,154.6
Total current liabilities (excluding current portion of debt and finance lease obligations)	£ 1,562.4	£ 1,691.4	£ 1,702.3
Total debt and finance lease obligations	£12,452.9	£12,046.3	£12,540.4
Total liabilities	£14,627.0	£14,349.9	£14,613.5
Total owners' equity	£ 6,286.2	£ 6,229.8	£ 6,541.1

The below consolidated cash flow data presents the historical cash flows of Virgin Media's operations for the periods indicated.

	Three months ended March 31,		Year ended December 31,		
	2020	2019	2019	2018	2017
			in millions		
Virgin Media Consolidated Cash Flow Data:					
Cash provided by operating activities	£187.8	£157.2	£2,031.5	£2,202.0	£2,013.8
Cash provided (used) by investing activities	£21.8	£206.3	£(796.9)	£(342.2)	£(1,372.1)
Cash used by financing activities	£(221.1)	£(347.7)	£(1,191.0)	£(1,859.9)	£(640.2)

	As of and for the three months ended March 31, 2020	As of and for the three months ended December 31, 2019
Virgin Media Summary Statistical and Operating Data [(a)]:		
Footprint		
Homes passed	15,920,100	15,834,300
Fixed-Line Customer Relationships		
Fixed-line Customer Relationships	5,952,400	5,953,500
ARPU—Cable Subscription Revenue		
Monthly ARPU per Fixed-Line Customer Relationship	£51.97	£52.44
Customer Bundling		
Fixed Mobile Convergence	22.0%	21.2%
Customer Bundling		
Single-Play	16.7%	16.3%
Double-Play	23.4%	22.9%
Triple-Play	59.9%	60.8%
Mobile Subscribers		
Postpaid	3,085,000	3,013,200
Prepaid	233,400	263,900
Total mobile subscribers	3,318,400	3,277,100
ARPU—Mobile Subscription Revenue		
Monthly ARPU per Mobile Subscriber:		
Including interconnect revenue	£10.69	£10.97
Excluding interconnect revenue	£9.12	£9.44

(a) For information concerning how Virgin Media defines and calculates its operating statistics, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations*" in the 2019 Annual Report incorporated by reference herein.

	Three months ended March 31,		Year ended December 31,		
	2020	2019	2019	2018	2017
	in millions, except percentages				
Virgin Media Summary Operating Data:					
Revenue	£1,266.3	£1,275.5	£5,168.2	£5,150.3	£4,963.2
Segment OCF [(a)]	£512.3	£531.5	£2,192.3	£2,246.3	£2,194.3
Segment OCF Margin	40.5%	41.7%	42.4%	43.6%	44.2%
Property and equipment additions	£271.1	£303.4	£1,234.5	£1,488.5	£1,672.2
Property and equipment additions as a % of revenue	21.4%	23.8%	23.9%	28.9%	33.7%

(a) Segment OCF is the primary measure used by our chief operating decision maker and management to evaluate the operating performance of our businesses. Segment OCF is also a key factor that is used by our internal decision makers to (i) determine how to allocate resources and (ii) evaluate the effectiveness of our management for purposes of annual and other incentive compensation plans. As we use the term, Segment OCF is defined as operating income before depreciation and amortization, share-based compensation, related-party fees and allocations, provisions and provision releases related to significant litigation and impairment, restructuring and other operating items. Other operating items include (a) gains and losses on the disposition of long-lived assets, (b) third-party costs directly associated with successful and unsuccessful acquisitions and dispositions, including legal, advisory and due diligence fees, as applicable, and (c) other acquisition-related items, such as gains and losses on the settlement of contingent consideration. Our internal decision makers believe Segment OCF is a meaningful measure because it represents a transparent view of our recurring operating performance that is unaffected by our capital structure and allows management to (1) readily view operating trends, (2) perform analytical comparisons and benchmarking between entities and (3) identify strategies to improve operating performance in the different countries in which we operate. We believe our Segment OCF measure is useful to investors because it is one of the bases for comparing our performance with the performance of other companies in the same or similar industries, although our measure may not be directly comparable to similar measures used by other public companies. Segment OCF should be viewed as a measure of operating performance that is a supplement to, and not a substitute for, operating income, net earnings or loss, cash flow from operating activities and other U.S. GAAP measures of income or cash flows. A reconciliation of operating income to Segment OCF is as follows:

	Three months ended March 31, 2020		Year ended December 31,		
	2020	2019	2019	2018	2017
			in millions		
Operating income	£84.8	£3.0	£86.7	£206.9	£206.6
Share-based compensation expense	9.2	11.7	48.3	28.7	22.0
Related-party fees and allocations, net	74.2	35.3	225.4	110.6	100.0
Depreciation and amortization	339.3	448.1	1,738.2	1,798.2	1,808.2
Impairment, restructuring and other operating items, net	4.8	33.4	93.7	101.9	57.5
Segment OCF	£ 512.3	£ 531.5	£2,192.3	£2,246.3	£2,194.3

	As of and for the six months ended March 31, 2020
	in millions, except ratios
Certain As Adjusted Covenant Information:	
Annualized EBITDA [(1)]	£2,127.2
As adjusted total covenant senior net debt [(2)]	£8,172.1
As adjusted total covenant net debt [(2)]	£9,257.9
Ratio of as adjusted total covenant senior net debt to annualized EBITDA [(1)(2)]	3.84x
Ratio of as adjusted total covenant net debt to annualized EBITDA [(1)(2)]	4.35x

(1) Annualized EBITDA is calculated by multiplying "Consolidated EBITDA" (as defined in the New VM Financing Facility Agreement contained in "Annex A" beginning on page A-1 of this Offering Circular) for the six months ended March 31, 2020 (£1,063.6 million) by two. The definition of "Consolidated EBITDA" differs from the definition of "Consolidated EBITDA" and "EBITDA" under certain of the indentures governing the VM Notes and certain equivalent definitions and ratios in the VM Credit Facility and the Existing VM Financing Facilities.

(2) As adjusted total covenant senior net debt and as adjusted total covenant net debt are calculated in accordance with the "Consolidated Net Leverage Ratio" (as defined in the New VM Financing Facility Agreement contained in "Annex A" beginning on page A-1 of this Offering Circular) and are adjusted to give effect to the anticipated Interest Facility Loan under the Interest Facility on or shortly following the Issue Date. As adjusted total covenant senior net debt and as adjusted total covenant net debt presented here differ from the calculation of "Indebtedness" under the "Consolidated Leverage Ratio" and "Leverage Ratio", as applicable, under certain of the indentures governing the VM Notes and certain equivalent definitions and ratios in the VM Credit Facility and the Existing VM Financing Facilities. The amounts shown, which, if applicable, take into account currency swaps but do not include premiums or discounts, differ from the debt figures that are reported under "*Description of Virgin Media—Capitalization of Virgin Media*" in this Offering Circular. After giving effect to any incurrence of indebtedness in connection with a Potential Financing Transaction in compliance with the applicable covenants, including in connection with permitted refinancing debt, permitted acquisition debt or other exceptions to the restriction on our ability to incur indebtedness, the ratio of as adjusted total covenant senior net debt to annualized EBITDA and the ratio of as adjusted total covenant net debt to annualized EBITDA could increase above the ratio of as adjusted total covenant senior net debt to annualized EBITDA and the ratio of as adjusted total covenant net debt to annualized EBITDA, respectively, as of March 31, 2020 (each as shown above), and such increase could be material. See "*Risk Factors—Risks Relating to the Notes—Virgin Media or its subsidiaries may incur additional indebtedness prior to, or within a short time period following, the Issue Date of the Notes, which indebtedness could increase Virgin Media's leverage and may have terms that are more or less favorable than the terms of the Notes and Virgin Media's other existing indebtedness*".

SUMMARY OF THE ADDITIONAL NOTES

The information set out in this Section of this Offering Circular entitled "*Summary of the Additional Notes*" is a summary of the principal features of the transaction. This summary should be read in conjunction with, and is qualified in its entirety by reference to, the detailed information appearing elsewhere in this Offering Circular and to the terms of the Notes, the Trust Deed, the Framework Assignment Agreement and the other Transaction Documents.

PARTIES:

Issuer	Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company), a designated activity company incorporated under the laws of Ireland with registered number 669525 and with its registered office at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. For more detailed information relating to the Issuer, see "*Description of the Issuer*".
Initial Purchasers	Deutsche Bank AG, London Branch, Credit Suisse Securities (Europe) Limited, ING Bank N.V., London Branch, RBC Europe Limited, ABN AMRO Bank N.V., Banca IMI S.p.A., BofA Securities Europe SA, Crédit Agricole Corporate and Investment Bank and Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH.
Platform Provider	ING Bank N.V., a company incorporated under the laws of the Netherlands with registered number 33031431, acting through its office at Amsterdamse Poort, Bijlmerplein 888, 1102 MG Amsterdam, the Netherlands, and any successors, assigns or replacements in accordance with the Transaction Documents.
New VM Financing Facility Borrower	Virgin Media Investment Holdings Limited, a private limited company organized and existing under the laws of England and Wales, with registered number 03173552, whose registered office is at 500 Brook Drive, Reading, RG2 6UU, United Kingdom, in its capacity as the borrower under the New VM Financing Facility Agreement.
New VM Financing Facility Guarantors	Virgin Media Limited, a private limited company incorporated under the laws of England and Wales with registered number 02591237 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Mobile Telecoms Limited, a private limited company incorporated under the laws of England and Wales with registered number 03707664 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Media Senior Investments Limited, a private limited company incorporated under the laws of England and Wales with registered number 10362628 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; and any additional "Buyer Subsidiary" (as defined in the Accounts Payable Management Services Agreement) that accedes to the Accounts Payable Management Services Agreement in accordance with its terms, each in its capacity as a Subsidiary Obligor under the Accounts Payable Management Services Agreement, other than the Excluded Buyer.
Security Trustee and Notes Trustee	BNY Mellon Corporate Trustee Services Limited, a limited liability company registered in England and Wales, whose registered office is at One Canada Square, London, E14 5AL, England in its capacities,

	respectively, as security trustee (the "**Security Trustee**") and notes trustee (the "**Notes Trustee**") under the Trust Deed, and any successors or assigns thereunder.
Administrator	The Bank of New York Mellon, London Branch, a banking corporation organized and existing under the laws of the state of New York acting through its branch office at One Canada Square, London E14 5AL, England in its capacity as administrative agent (together with any successor thereto approved or appointed by the Issuer, the "Administrator") under the Agency and Account Bank Agreement or any successors or assigns thereunder.
Account Bank, Paying Agent and Transfer Agent	The Bank of New York Mellon, London Branch, a banking corporation organized and existing under the laws of the state of New York acting through its branch office at One Canada Square, London E14 5AL, England in its capacity as account bank (the "Account Bank"), as paying agent (the "Paying Agent") and as transfer agent (the "Transfer Agent") under the Agency and Account Bank Agreement or any successors or assigns thereunder.
Corporate Servicer	TMF Administration Services Limited, having its registered office at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland, in its capacity as corporate services provider (the "**Corporate Servicer**") under the Corporate Administration Agreement.
Listing Agent	Arthur Cox Listing Services Limited, whose office is at 10 Earlsfort Terrace, Dublin 2, Ireland.
Registrar	The Bank of New York Mellon SA/NV, Luxembourg Branch acting out of its offices at 2-4 Rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, and any successors or assigns.
TRANSACTION OVERVIEW:	
Background	The Issuer will issue £500.0 million in aggregate principal amount of Original Notes and expects to issue £400.0 million in aggregate principal amount of Additional Notes offered hereby. Through the issuance of the Notes, the Issuer will finance the periodic purchase of VM Accounts Receivable pursuant to the Framework Assignment Agreement (including the Block Transfer and the 2018 Block Transfer) and fund advances to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement. See "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*". The Additional Notes will share in the Notes Collateral along with the Original Notes.
Description of the Receivables	The Assigned Receivables consist of VM Accounts Receivable assigned to the Issuer in accordance with the Framework Assignment Agreement. See "*Description of the Receivables*".
Representations and Warranties Relating to the Receivables	At the time of acceptance and purchase of VM Accounts Receivable by the Issuer, the Obligors' Parent will represent and warrant, under the Framework Assignment Agreement, to the Issuer, among other things, that such VM Accounts Receivable meet certain eligibility criteria. The eligibility criteria require that such VM Accounts Receivable must: (i) (with respect to the Payment Obligation component of such VM Account Receivable only) be due from the

Obligors on a joint and several basis, (ii) (with respect to the Payment Obligation component of such VM Account Receivable only) be governed by English law, (iii) be denominated in pound sterling, (iv) (with respect to the Payment Obligation component of such VM Account Receivable only) constitute the legal, valid and binding obligations of each Obligor, enforceable against such Obligor in accordance with its terms, (v) be capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement, so that on purchase the Issuer will receive good title, (vi) be due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors and (vii) have a Scheduled Due Date (as defined in the Framework Assignment Agreement) no later than two Business Days prior to the Maturity Date of the Notes.

Transaction Documents . . . . . The following Transaction Documents have been or will be entered into on or prior to the Issue Date in connection with the issuance of the Notes:

(a) the Trust Deed between, *inter alios*, the Issuer, the Notes Trustee and the Security Trustee;

(b) the Agency and Account Bank Agreement between, *inter alios*, the Issuer, the Administrator and the Account Bank;

(c) the Framework Assignment Agreement between, *inter alios*, the Issuer, the Platform Provider and the Obligors' Parent;

(d) the Accounts Payable Management Services Agreement between ING and the Obligors' Parent;

(e) the Corporate Administration Agreement between the Corporate Servicer and the Issuer;

(f) the New VM Financing Facility Agreement between, *inter alios*, the New VM Financing Facility Borrower and the Issuer and the other Finance Documents (as defined in the New VM Financing Facility Agreement) related thereto;

(g) the Expenses Agreement between the New VM Financing Facility Borrower and the Issuer; and

(h) the Issue Date Arrangements Agreement between the New VM Financing Facility Borrower, the Share Trustee and the Issuer.

The Issuer will also enter into a subscription agreement on or about the date of this Offering Circular, with the Initial Purchasers with respect to the Additional Notes offered hereby.

PRINCIPAL TERMS OF THE ADDITIONAL NOTES:

The Additional Notes . . . . . The Issuer will issue 4.875% vendor financing notes due 2028 in an aggregate principal amount of £400,000,000 on the Issue Date.

For more detailed information, see "*Terms and Conditions of the Notes*".

Issue Date . . . . . June 17, 2020.
Issue Price . . . . . 99.500%.

Form and Denomination	The Additional Notes will be issued in registered form. The Additional Notes will be represented by global notes or certificates in fully registered form without interest coupons to be deposited with and registered in the name of a common depository, for the accounts of Euroclear and/or Clearstream. The Additional Notes will have a minimum authorized denomination of £100,000 principal amount and integral multiples of £1,000 in excess thereof.
Eligible Purchasers	The Additional Notes are being offered hereby (i) to non-U.S. persons (as defined in Regulation S) in offshore transactions in reliance on Regulation S; and (ii) in the United States to persons who are both (x) Qualified Institutional Buyers and also (y) Qualified Purchasers.
ERISA	The Additional Notes are not eligible for purchase by or using the assets of a Benefit Plan Investor or any other employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to Similar Laws.
No Risk Retention Undertaking	When applicable, the U.S. Risk Retention Rules generally require the "securitizer" of a "securitization transaction" to retain at least 5 percent of the "credit risk" of "securitized assets", as such terms are defined for purposes of that statute. No person involved in the offering of the Additional Notes intends to hold interests that would qualify as risk retention interests under the U.S. Risk Retention Rules. See *"Risk Factors—Risks Relating to Regulatory Initiatives—U.S. risk retention requirements"*.
Status and Priority	The Original Notes and the Additional Notes will constitute, direct and, upon issue, unconditional obligations of the Issuer subject to the Trust Deed and the Conditions, and will be secured by the Notes Collateral. The Additional Notes are the obligations solely of the Issuer and not obligations of, or guaranteed by, any of the other parties to the Transaction Documents. The Additional Notes rank *pari passu* without preference or priority among themselves. Certain other obligations of the Issuer rank in priority to the Additional Notes in accordance with the Priorities of Payment. See Condition 3 ("*Status, Priority and Security*"). The Notes Trustee will not accede to the Group Intercreditor Deed or the High Yield Intercreditor Deed and the Noteholders will not be bound by the terms of these intercreditor arrangements.
Use of Proceeds	The proceeds of the issuance of the Notes will be used to purchase VM Accounts Receivable pursuant to the Framework Assignment Agreement (including the Block Transfer and the 2018 Block Transfer) and to fund advances to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement, as further described below, and in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*". See also "*Use of Proceeds*". On or following the Issue Date, the net proceeds of the issuance of the Notes *plus* any upfront payments payable by VMIH under the New VM Financing Facility Agreement, will be used by the Issuer (i) to finance the purchase of VM Accounts Receivable (including the Block Transfer and the 2018 Block Transfer) pursuant to the Framework Assignment Agreement and (ii) to fund the New VM

	Financing Facility Loans under the New VM Financing Facility Agreement. It is expected that the Issuer will complete the Block Transfer and the 2018 Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. To the extent that there are not sufficient VM Accounts Receivable available for purchase on the first Value Date falling on or after the Issue Date, the Issuer will advance any excess proceeds from the issuance of the Additional Notes to the New VM Financing Facility Borrower as Excess Cash Loans under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement. On the Issue Date, the Issuer will also fund an Issue Date Facility Loan in a principal amount equal to the Subscription Proceeds under the Issue Date Facility to VMIH pursuant to the New VM Financing Facility Agreement.
Withholding Tax	Payments on the Additional Notes will be made without withholding or deduction for, or on account of, any present or future taxes or other governmental charges in any taxing jurisdiction, except to the extent required by applicable law. If withholding or deduction for such taxes is required by certain relevant jurisdictions to be made with respect to a payment on the Additional Notes the Issuer will pay, subject to certain exceptions, any Additional Amounts (as defined in Condition 9 ("*Taxation*")) necessary so that the amount a Noteholder receives after the withholding or deduction is not less than the amount that would have been received in the absence of such withholding or deduction. See Condition 9 ("*Taxation*").
Interest Rate	4.875%.
Interest Accrual Period and Basis of Accrual	Interest on the Additional Notes will be deemed to accrue from the Issue Date, will be payable semi-annually in arrears and will be computed on the basis of a 360-day year comprising twelve 30-day months.
Interest Payment Dates	Interest will be paid to Noteholders on January 15 and July 15 of each year, commencing on January 15, 2021 or, if any such day is not a Business Day, the next succeeding day which is a Business Day.
Business Day	For the purposes of any payment to be made on the Additional Notes, "Business Day" or "business day" means each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, The Netherlands, New York, U.S., Dublin, Ireland or London, England are authorized or required by law to close.
Early Make-Whole Redemption Event	Subject to certain conditions, the Issuer will, in the event that all or any portion of amounts lent to the New VM Finance Facility Borrower under the Excess Cash Facility are repaid to the Issuer at any time prior to July 15, 2023 pursuant to Clause 7.2(d) ("*Voluntary Prepayment*") of the New VM Financing Facility Agreement (the "**Early Partial Make-Whole Redemption Event**"), redeem an aggregate principal amount of the Notes equal to the principal amount of the Excess Cash Facility prepaid in such Early Partial Make-Whole Redemption Event at the principal amount of such Notes *plus* the

Applicable Premium (as defined in Condition 1 ("*Definitions and the Principles of Construction—General Interpretation*")), together with interest and other amounts (including any Additional Amounts), if any, accrued to the applicable redemption date. See Condition 6(d) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Make-Whole Redemption Event*").

Subject to certain conditions (including, among other things, that any and all remaining Assigned Receivables are repaid by the Obligors, or assigned or agreed to be assigned by the Issuer to another person, prior to the date of redemption and that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of redemption), the Issuer will, in the event that, prior to July 15, 2023 all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are prepaid by the New VM Financing Facility Borrower pursuant to Clause 7.2(b) ("*Voluntary Prepayment*") of the New VM Financing Facility Agreement, redeem the Notes in whole, but not in part, at their principal amount *plus* Applicable Premium (as defined in Condition 1 ("*Definitions and the Principles of Construction—General Interpretation*")), together with interest and other amounts (including any Additional Amounts), if any, to the date of redemption. See Condition 6(d) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Make-Whole Redemption Event*").

Early Redemption Event on or after July 15, 2023 . . . . . Subject to certain conditions, the Issuer will, in the event that all or any portion of amounts lent to the New VM Financing Facility Borrower under the Excess Cash Facility are repaid to the Issuer at any time on or after July 15, 2023 pursuant to Clause 7.2(d) ("*Voluntary Prepayment*") of the New VM Finance Facility Agreement (the "**Early Partial Redemption Event**"), redeem an aggregate principal amount of the Notes equal to the principal amount of the Excess Cash Facility prepaid in such Early Partial Redemption Event at the redemption prices described in Condition 6(e) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption Event on or after July 15, 2023*"), together with interest and other amounts (including any Additional Amounts), if any, accrued to the applicable redemption date. See Condition 6(e) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption Event on or after July 15, 2023*").

Subject to certain conditions (including, among other things, that any and all remaining Assigned Receivables are repaid by the Obligors, or assigned or agreed to be assigned by the Issuer to another person, prior to the date of redemption and that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of redemption), the Issuer will, in the event that, at any time on or after July 15, 2023 all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are prepaid by the New VM Financing Facility Borrower pursuant to Clause 7.2(b) ("*Voluntary Prepayment*") of the New VM Financing Facility Agreement, redeem the Notes in whole, but not in part, at the redemption prices described in Condition 6(e) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption Event on or after July 15, 2023*"), together with interest

	and other amounts (including any Additional Amounts), if any, accrued to the applicable redemption date. See Condition 6(e) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption Event on or after July 15, 2023*").
Early Redemption: Tax Event	Subject to certain conditions (including, among other things, that any and all remaining Assigned Receivables are repaid by the Obligors, or assigned or agreed to be assigned by the Issuer to another person, prior to the date of redemption and that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of redemption pursuant to Clause 7.2(a) ("*Voluntary Prepayment*")), the Issuer will, upon giving notice to the New VM Financing Facility Borrower that a Tax Event (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*") of the New VM Financing Facility Agreement) which cannot be cured has occurred or will occur, redeem the Notes in whole, but not in part, at their principal amount, together with interest and other amounts (including Additional Amounts), if any, accrued to the applicable redemption date. See Condition 6(b) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption: Tax Event*").
Early Redemption: Illegality	Subject to certain conditions (including, among other things, that any and all remaining Assigned Receivables are repaid by the Obligors, or assigned or agreed to be assigned by the Issuer to another person, prior to the date of redemption and that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of redemption), the Issuer will redeem the Notes in whole, but not in part, at any time, upon giving prior notice, if it becomes unlawful in any applicable jurisdiction for the Issuer to be a lender or to perform any of its obligations under the New VM Financing Facility Agreement. If the Issuer exercises such redemption right, it must pay to Noteholders a price equal to the principal amount of the Notes *plus* interest and other amounts (including Additional Amounts), if any, accrued to the applicable redemption date. See Condition 6(c) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption: Illegality*").
Accelerated Maturity Event	Following a Change of Control (as defined under the New VM Financing Facility Agreement), VMIH will be required to offer to prepay the New VM Financing Facility Loans. Following receipt of such prepayment offer, the Issuer will launch a consent solicitation to set (i) the Maturity Date of the Notes as the New Maturity Date (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")) and (ii) the redemption price of the Notes on the New Maturity Date at 101% of the principal amount of the Notes ("Accelerated Redemption Price"), *plus* accrued and unpaid interest to the New Maturity Date, in accordance with Condition 6(f) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Accelerated Maturity Event*") and Additional Amounts, if any. If holders of more than 50% of the aggregate principal amount of Notes consent to the foregoing requests, the Issuer will inform VMIH that it accepts the prepayment offer, and VMIH will prepay the New VM Financing Facility Loans at par, *plus* accrued and unpaid interest thereon, together with a payment equal to 1% of the principal amount of the Excess Cash Loans and Interest Facility Loans so prepaid. Following such prepayment, the Issuer will redeem all of the Notes on the New Maturity Date at the Accelerated Redemption

	Price, *plus* accrued and unpaid interest to the New Maturity Date and Additional Amounts, if any. See Conditions 6(f), 6(g) and 6(h) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Accelerated Maturity Event*").
Approved Exchange Offer	In order to extend the availability of the committed financing for the purchase of VM Accounts Receivable represented by the Committed Principal Proceeds (as defined in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*") beyond the Maturity Date of the Notes, VMIH may, at any time, enter into an exchange offer and payables financing plan agreement (a "**Plan Agreement**") with a new entity (a "**New Issuer**"). Pursuant to any such Plan Agreement, the New Issuer will procure from VMIH a commitment to cancel amounts of the New VM Financing Facility, and will enter into agreements with VMIH, the Platform Provider, the Notes Trustee and other relevant counterparties providing for the New Issuer's purchase of VM Accounts Receivable on terms and conditions substantially similar to the Transaction Documents. Promptly after entering into the Plan Agreement, the New Issuer will launch an exchange offer (the "**Approved Exchange Offer**") designed to allow Noteholders to exchange up to a specified principal amount of Notes for a principal amount of new notes (the "**New Notes**") to be set out in the Approved Exchange Offer. The aggregate principal amount of New Notes to be issued, the selection of Assigned Receivables to be assigned by the Issuer to the New Issuer, the aggregate principal amount of Interest Facility Loans and Excess Cash Loans to be prepaid by VMIH, and the Accrued Facility Interest and Shortfall Amount (as defined elsewhere in this Offering Circular) to be paid by the Issuer to the New Issuer, each in connection with the Approved Exchange Offer, will be determined as described in Conditions 6(j) and 6(k) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Approved Exchange Offer*"). Additionally, the consummation of the Approved Exchange Offer will be subject to the conditions set out in the Trust Deed.
Initial Maturity Date	July 15, 2028.
Notes Collateral	The Notes will be secured by: (i) a first fixed charge over the Issuer's rights, title, benefit and interest in, to and under the Assigned Receivables; (ii) an assignment by way of security over the Issuer's rights under all contracts, agreements, deeds and documents to which it is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including, without limitation, the New VM Financing Facility Agreement, the Expenses Agreement, the Framework Assignment Agreement, and the Issue Date Arrangements Agreement); (iii) a first fixed charge over the Issuer's rights to all amounts at any time standing to the credit of the Issuer Transaction Accounts; and (iv) a first floating charge over all of the present and future property, assets and undertakings of the Issuer not subject to the fixed charges or assignments by way of security described above, but excluding, for the purposes of (i) to (iv), the Irish Excluded Assets. The Additional Notes will share in the Notes Collateral equally and ratably with the Original Notes.

Limited Recourse	The Notes will be the limited recourse obligations of the Issuer. None of Virgin Media nor any of its subsidiaries will guarantee or provide any security or any other credit support to the Issuer with respect to its obligations under the Notes. Other than in the limited circumstances described herein, Noteholders will not have a direct claim on the cash flow or assets of Virgin Media or any of its subsidiaries, and neither Virgin Media nor any of its subsidiaries has any obligation, contingent or otherwise, to pay amounts due under the Notes, or to make funds available to the Issuer for those payments, other than the obligations of (i) the Obligors to make payments to the Issuer in respect of the Assigned Receivables, (ii) the Obligors to make payments to the Issuer in respect of the New VM Financing Facility Agreement, or (iii) VMIH to make payments to the Issuer under the Expenses Agreement and, in each case of (i) to (iii) above, any agreements related thereto to which such Obligor or the New VM Financing Facility Borrower is party.
Listing and Admission to Trading	Application will be made for the Additional Notes to be listed on the Official List of Euronext Dublin and to be admitted for trading on the Global Exchange Market thereof, which is not a regulated market (pursuant to the provisions of Directive 2014/65/EU (as amended, "**MiFID II**")). Application will be made to Euronext Dublin for this Offering Circular to be approved as listing particulars. Such approval relates only to the Additional Notes which are to be admitted to trading on the Global Exchange Market. It is anticipated that listing will take place as soon as practicable after the Issue Date. There can be no assurance that such listing will be granted. Notwithstanding the foregoing, the Issuer may, at its sole option at any time, without the consent of the Noteholders or the Notes Trustee, delist the Additional Notes from any stock exchange, for the purposes of moving the listing of the Additional Notes to The International Stock Exchange. See "*Listing and General Information*" and Condition 25 ("*Listing*").
ISIN/Common Code Number	The Additional Notes sold in offshore transactions in reliance on Regulation S under the Securities Act and represented by the Regulation S Global Notes have been accepted for clearance through Euroclear and Clearstream. The Additional Notes sold to persons that are both Qualified Institutional Buyers and Qualified Purchasers in reliance on Rule 144A under the Securities Act and represented by Rule 144A Global Notes have been accepted for clearance through Euroclear and Clearstream. The Common Codes and International Securities Identification Numbers ("**ISIN**") for the Notes (including the Additional Notes) are as follows: **Rule 144A Global Note** Common Code: 218765149 ISIN: XS2187651497 **Regulation S Global Note** Common Code: 218764690 ISIN: XS2187646901

Further Notes	The Issuer may from time to time on any date before the Maturity Date or the date of early redemption of the Notes in accordance with Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*"), without the consent of Noteholders, issue Further Notes in accordance with Condition 20 ("*Issue of Further Notes*") and the provisions of the Trust Deed.
Governing Law	All of the Transaction Documents will be governed by English law, other than the Corporate Administration Agreement and the Issue Date Arrangements Agreement (which are or will be governed by Irish law).

RISK FACTORS

An investment in the Additional Notes involves risks. Before purchasing the Additional Notes, you should consider carefully the specific risk factors set forth below, as well as the other information contained in this Offering Circular, as well as the other information contained in, or incorporated by reference into, this Offering Circular. If any of the events described below, individually or in combination, were to occur, this could have a material adverse impact on the Issuer's and Virgin Media's business, prospects, results of operations and financial condition and could therefore have a negative effect on the trading price of the Additional Notes and the ability of VMIH and/or the Subsidiary Obligors, as applicable, to pay all or part of any amounts payable in respect of the Assigned Receivables, the New VM Financing Facility Agreement or the Expenses Agreement, and in turn, would have an adverse effect on the Issuer's ability to make payments on the Additional Notes. We also incorporate by reference the risk factors listed under "Item 1A Risk Factors" in 2019 Annual Report. Although the risk factors incorporated by reference or described below and elsewhere in this document are the risks considered to be the most material, there may be other unknown or unpredictable economic, business, competitive, regulatory or other factors that also could have material adverse effects on the Issuer's or Virgin Media's results of operations, financial condition, business or operations in the future. In addition, past financial performance of Virgin Media may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods.

This Offering Circular also contains forward-looking statements that involve risks and uncertainties. Actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors, including the risks described below and elsewhere in this Offering Circular, or in the risk factors incorporated by reference into this Offering Circular.

Prospective purchasers of the Additional Notes should ensure that they understand the nature of such Additional Notes and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, regulatory, accounting and financial evaluation of the merits and risks of investment in such Additional Notes and that they consider the suitability of such Additional Notes as an investment in light of their own circumstances and financial condition and that of any accounts for which they are acting.

General Risks

It is intended that the Issuer will invest in VM Accounts Receivable and in the New VM Financing Facility Loans and other financial assets with certain risk characteristics as described below. There can be no assurance that the Issuer's investments will be successful, that its investment objectives will be achieved, that the Noteholders will receive the full amounts payable by the Issuer under the Additional Notes or that they will receive any return on their investment in the Additional Notes. Prospective investors are advised to review this entire Offering Circular carefully and should consider, among other things, the risk factors set out, or incorporated by reference, in this section before deciding whether to invest in the Additional Notes. None of the Initial Purchasers or the Notes Trustee undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Additional Notes of any information coming to the attention of the Initial Purchasers or the Notes Trustee which is not included in this Offering Circular.

The effects of the COVID-19 outbreak could adversely impact our business and results of operations.

The outbreak and continuing exponential spread of COVID-19, which first surfaced in Wuhan, China in December 2019 and was declared a "pandemic" by the Word Health Organization in March 2020, may lead to a significant number of adverse effects, both external and internal, on our business and results of operations. With respect to external impacts, the COVID-19 outbreak has resulted in a substantial curtailment of the global economy, including global travel, tourism, and business activities. As part of intensifying global efforts to contain the spread of COVID-19, most of the countries in which Virgin Media operates have imposed travel restrictions to and from affected areas, with a significant number of airport closures, flight cancellations and suspensions, and port closures.

The extent of the impact of the outbreak on Virgin Media's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, the impact on Virgin Media's customers and Virgin Media's sales cycles, the impact on Virgin Media's employees and the effect on Virgin Media's vendors, all of which are uncertain and cannot be predicted. If, among other factors, the adverse impacts stemming from the COVID-19 outbreak, competition, economic, regulatory or other factors, including

macro-economic and demographic trends, were to cause its results of operations or cash flows to be worse than anticipated, Virgin Media could conclude in future periods that impairment charges are required in order to reduce the carrying values of goodwill or other long-lived assets. Any such impairment charges could be significant. Additionally, Virgin Media's ability to execute on cost-cutting measures and organizational change initiatives may impact its financial performance and results of operations, including less-than-anticipated cost savings. For instance, in the event demand for its products or services is significantly reduced as a result of the COVID-19 pandemic and related economic impacts, Virgin Media may need to assess different corporate actions, organizational change initiatives, and cost-cutting measures, including reducing its workforce, reducing its operating and capital costs, or closing one or more of its retail stores, offices or facilities, and these actions could cause Virgin Media to incur costs and expose us to other risks and inefficiencies. Additionally, in the event Virgin Media's business experiences a subsequent recovery, there can be no assurance that it would be able to rehire its workforce or recommence operations at such facilities on commercially advantageous terms, if at all.

Business and regulatory risks for vehicles of the Issuer's nature

Legal, tax and regulatory changes could occur over the course of the life of the Additional Notes that may adversely affect the Issuer. The regulatory environment for vehicles of the nature of the Issuer is evolving, and changes in regulation may adversely affect the value of investments held by the Issuer and the ability of the Issuer to obtain the leverage it might otherwise obtain or to pursue its investment and trading strategies. In addition, the securities and derivatives markets are subject to comprehensive statutes, regulations and margin requirements.

Certain regulators and self-regulatory organizations and exchanges are authorized to take extraordinary actions in the event of market emergencies. The regulation of transactions of a type similar to the Transactions, derivatives transactions and vehicles that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the Issuer could be substantial and adverse.

Euro and Euro zone risk

The deterioration of the sovereign debt of several countries, together with the risk of contagion to other, more stable, countries, has raised a number of uncertainties regarding the stability and overall standing of the European Economic and Monetary Union and may result in changes to the composition of the Euro zone.

As a result of the credit crisis in Europe, the European Commission created the European Financial Stability Facility (the "**EFSF**") and the European Financial Stability Mechanism (the "**EFSM**") to provide funding to Euro zone countries in financial difficulties that seek such support. In March 2011, the European Council agreed on the need for Euro zone countries to establish a permanent stability mechanism, the European Stability Mechanism (the "**ESM**"), to assume the role of the EFSF and the EFSM in providing external financial assistance to Euro zone countries from July 1, 2013 onward.

Despite these measures, concerns persist regarding the growing risk that other Euro zone countries could be subject to an increase in borrowing costs and could face an economic crisis similar to that of Cyprus, Greece, Ireland, Italy, Portugal and Spain, together with the U.K.'s departure from the E.U. as of January 1, 2020, and the risk that further countries could leave the E.U. and/or the Euro zone (either voluntarily or involuntarily), and that the impact of these events on Europe and the global financial system could be severe, which in turn could have a negative impact on Virgin Media and the Notes Collateral (including, without limitation, the Assigned Receivables). For a description of the risks associated with the United Kingdom's vote to leave the E.U., see "*—The U.K.'s departure from the E.U. could have a material adverse effect on our business, financial condition, results of operations or liquidity*" in the 2019 Annual Report.

Furthermore, concerns that the Euro zone sovereign debt crisis could worsen may lead to the reintroduction of national currencies in one or more Euro zone countries or, in more extreme circumstances, the possible dissolution of the Euro entirely. The departure or risk of departure from the Euro by one or more Euro zone countries and/or the abandonment of the Euro as a currency could have major negative effects on the Issuer, the Notes Collateral (including the risks of currency losses arising out of redenomination and related haircuts on any affected areas), Virgin Media and the Additional Notes. Should the Euro dissolve entirely, the legal and contractual consequences for holders of Euro-denominated obligations would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Additional Notes. It is difficult to predict the final outcome of the Euro zone crisis. Investors should carefully consider how changes to the Euro zone may affect their investment in the Additional Notes.

Risks Relating to Regulatory Initiatives

Regulatory initiatives

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of banks, financial institutions and the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitization exposures and/or the incentives for certain investors to hold asset–backed securities, and may thereby affect the liquidity of such securities. Investors in the Additional Notes are responsible for analysing their own regulatory position and none of Virgin Media, the Issuer, the Initial Purchasers, the Administrator, the Obligors, the Security Trustee or the Notes Trustee nor any of their affiliates makes any representation to any prospective investor or purchaser of the Additional Notes regarding the impact of such regulation on the prospective investor or purchaser of the Additional Notes or the regulatory capital treatment of their investment in the Additional Notes in each case, on the Issue Date or at any time in the future.

This uncertainty is further compounded by the numerous regulatory efforts underway in Europe, the U.S. and globally. Certain of these efforts overlap. In addition, even where these regulatory efforts overlap, they generally have not been undertaken on a coordinated basis. Areas where divergence between regulation exists or has begun to develop (whether with respect to scope, interpretation, timing, approach or otherwise) includes trading, clearing and reporting requirements for derivatives transactions, higher capital and margin requirements relating to uncleared derivatives transactions, and capital and liquidity requirements that may result in mandatory "ring–fencing" of capital or liquidity in certain jurisdictions, among others. Investors should be aware that those risks are material and that the Issuer and, consequently, an investment in the Additional Notes could be materially and adversely affected thereby.

No representation is made as to the proper characterisation of the Additional Notes for legal investment, financial institution regulatory, financial reporting or other purposes, as to the ability of particular investors to purchase the Additional Notes under applicable legal investment or other restrictions or as to the consequences of an investment in the Additional Notes for such purposes or under such restrictions. Certain regulatory or legislative provisions applicable to certain investors may have the effect of limiting or restricting their ability to hold or acquire the Additional Notes, which in turn may adversely affect the ability of investors in the Additional Notes who are not subject to those provisions to resell their Additional Notes in the secondary market.

Basel III

The regulatory capital and liquidity regime applicable to member countries of the Basel Committee on Banking Supervision ("**BCBS**") (commonly referred to as "**Basel III**") provides for a substantial strengthening of prudential rules compared to the previous regulatory regime, and includes requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks), revisions to the securitization framework, the establishment of a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio ("**LCR**") and the Net Stable Funding Ratio ("**NSFR**")). BCBS member countries agreed to implement Basel III from January 1, 2013, subject to transitional and phase–in arrangements for certain requirements (e.g. the LCR requirements refer to implementation from the start of 2015, with full implementation by January 2019, and the NSFR requirements refer to implementation from January 2018). The final rules, and the timetable for the full implementation of the Basel III framework in each jurisdiction, as well as the treatment of asset–backed securities (e.g. as LCR eligible assets or not), may be subject to some level of national variation. It should also be noted that changes to regulatory capital requirements for insurance and reinsurance undertakings are also being introduced, through initiatives such as the Solvency II framework in Europe.

Prospective investors should therefore make themselves aware of the prudential requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Additional Notes. The matters described above and any further changes to the regulation or regulatory treatment of the Additional Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Additional Notes in the secondary market.

U.S. risk retention requirements

On October 21, 2014, the final rules implementing the credit risk retention requirements of Section 941 of the Dodd–Frank Act (as defined herein) (the "**U.S. Risk Retention Rules**") were issued. The U.S. Risk Retention

Rules generally require the sponsor of a securitization to retain not less than five per cent. of the credit risk of the assets collateralizing the issuer's asset-backed securities ("**ABS**"). The U.S. Risk Retention Rules with respect to ABS collateralized by residential mortgages became effective on December 24, 2015, and the U.S. Risk Retention Rules with respect to all other classes of ABS became effective on December 24, 2016 (the "**U.S. Risk Retention Effective Date**").

When applicable, the U.S. Risk Retention Rules generally require the "sponsor" of a "securitization transaction" to retain at least five per cent of the "credit risk" of "securitized assets", as such terms are defined for purposes of that statute, and generally prohibit a securitizer from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitizer is required to retain. In order to qualify as a "sponsor" under the U.S. Risk Retention Rules, a person must organize and initiate the offering of ABS, by transferring assets, directly or indirectly, to the issuing entity. The Issuer and Virgin Media do not believe that Virgin Media or any other Person involved in the offering of the Additional Notes can be considered a "sponsor" as defined under the U.S Risk Retention Rules, with respect to the Offering and therefore do not believe that the retention obligations thereunder apply to the Offering. No person involved in the offering of the Additional Notes intends to hold interests that would qualify as risk retention under the U.S. Risk Retention Rules, and investors will therefore not receive the potential benefit of an alignment of interests created through risk retention interests.

There is limited regulatory guidance as to the application of the U.S. Risk Retention Rules, particular with respect to transactions like the Offering. Accordingly, there can be no assurance that the U.S. federal agencies that administer the U.S. Risk Retention Rules would agree with the conclusion of the Issuer and Virgin Media as to the inapplicability of such rules to the Transaction. Should the U.S. Risk Retention Rules be found applicable to the Transactions, the performance, liquidity and market value of the Additional Notes may be adversely affected. Furthermore, no assurance can be given as to whether the U.S. Risk Retention Rules would have any future material adverse effect on the business, financial condition or prospects of the Issuer or on the market value or liquidity of the Additional Notes. None of the Initial Purchasers, the Administrator, the Obligors, the Security Trustee, or the Notes Trustee nor any of their affiliates, nor (except to the extent, and subject to the qualifications set forth, in this paragraph and the immediately preceding paragraph), Virgin Media or the Issuer, makes any representation regarding applicability of the U.S. Risk Retention Rules to the Transactions.

Alternative Investment Fund Managers Directive

EU Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") regulates alternative investment fund managers ("**AIFMs**") and provides that an alternative investment fund ("**AIF**") within the scope of AIFMD must have a designated AIFM responsible for ensuring compliance with AIFMD.

AIFMD provides that it shall not apply to "securitisation special purpose entities" (the "**SSPE Exemption**"), which are defined by reference to securitisation within the meaning of Article 1(2) of Regulation (EC) No 24/2009 of the European Central Bank of 19 December 2008 (the "**Original FVC Regulation**"). The European Securities and Markets Authority ("**ESMA**") has not yet given any formal guidance on the application of the SSPE Exemption or whether a vehicle such as the Issuer would fall within it.

Separately, the Central Bank of Ireland ("**CBI**"), which is the relevant competent authority in Ireland for authorizing and regulating AIFMs, provided guidance on November 8, 2013 which confirmed that, as a transitional arrangement (and subject to further guidance from ESMA), an entity which is either: (i) registered as a financial vehicle corporation ("**FVC**") in accordance with the Original FVC Regulation; or (ii) a financial vehicle engaged solely in activities where economic participation is by way of debt or other corresponding instruments which do not provide ownership rights in the financial vehicle as are provided by the sale of units or shares, does not need to seek authorization as an AIF or appoint an AIFM. The Original FVC Regulation was repealed and replaced on January 1, 2015 by Regulation (EU) No 1075/2013 of the European Central Bank, but it appears that the relevant CBI guidance above would nonetheless continue to apply.

The Issuer will be registered as an FVC with the CBI and, accordingly, is of the view that as a matter of Irish law it is not subject to AIFMD or required to appoint an AIFM. However, if the Issuer were to constitute an AIF (because, for example, of a change in the guidance from the CBI or ESMA) and did not fall within the SSPE Exemption then it would be necessary for the Issuer to appoint an AIFM which would be subject to AIFMD and would need to be appropriately regulated. The AIFM would be subject to certain duties and responsibilities in respect of the management of the Issuer's investments, which could result in significant additional costs and

expenses being incurred which may be reimbursable by the Issuer and which may materially adversely affect the Issuer's ability to carry on its business, which may in turn negatively affect the amounts payable to Noteholders.

U.S. Dodd-Frank Act

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") was signed into law on July 21, 2010. The Dodd-Frank Act represents a comprehensive change to financial regulation in the United States, and affects virtually every area of the capital markets. Implementation of the Dodd–Frank Act requires many lengthy rulemaking processes resulting in a multitude of new regulations applicable to entities which transact business in the U.S. or with U.S. persons outside the U.S. While many regulations implementing various provisions of the Dodd-Frank Act have been finalised and adopted, some implementing regulations currently exist only in draft form and are subject to comment and revision, and still other implementing regulations have not yet been proposed. It is therefore difficult to predict whether and to what extent the business of the Issuer will be affected by the Dodd-Frank Act as implementing regulations are finalised over time and come into effect.

The SEC had also proposed changes to Regulation AB under the U.S. Securities Act ("**Regulation AB**") which would have had the potential to impose new disclosure requirements on offerings of asset-backed securities pursuant to Rule 144A or pursuant to other SEC regulatory exemptions from registration. On August 27, 2014, the SEC adopted final rules amending Regulation AB that did not implement these proposals; however the SEC has indicated that it is continuing to consider amendments that were proposed with respect to Regulation AB but not adopted, and that further amendments may be forthcoming in the future. Such amendments, if adopted, could have restricted the use of this Offering Circular or require the publication of a new Offering Circular in connection with the issuance and sale of any additional Notes or any refinancing thereof and impose ongoing reporting and other compliance obligations.

As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by the Dodd–Frank Act and the rules to be promulgated thereunder in making any investment decision in respect of the Additional Notes.

Volcker Rule

Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, together with the rules, regulations and published guidance promulgated thereunder (known as the "**Volcker Rule**") generally prohibits "banking entities" from, among other things, acquiring or retaining an "ownership interest" in, or sponsoring or having certain relationships with, a "covered fund", subject to certain exclusions or exemptions from the definition of "covered fund" or exemptions from the Volcker Rule's covered fund-related prohibitions. For purposes of the Volcker Rule, a "banking entity" is defined to include (i) any U.S. insured depository institution (as defined in section 3 of the Federal Deposit Insurance Act (12 U.S.C. § 1813)), subject to certain exclusions; (ii) any company that controls a U.S. insured depository institution; (iii) any company that is treated as a bank holding company for purposes of section 8 of the International Banking Act (i.e., a foreign bank that maintains a branch, agency or commercial lending company subsidiary in the U.S.); and (iv) any affiliate or subsidiary of any entity described in clauses (i), (ii) or (iii).

The definition of "covered fund" under the Volcker Rule includes, in part, any issuer that would be an investment company under the Investment Company Act but for exclusions provided under Section 3(c)(1) or Section 3(c)(7) thereunder. Because the Issuer will rely on the exclusion under Section 3(c)(7) of the Investment Company Act, it will be considered a "covered fund" for purposes of the Volcker Rule, unless it fits within an applicable exclusion from the definition of "covered fund". In the event the Issuer is considered a "covered fund", "banking entities" that are subject to the Volcker Rule may be prohibited from, among other things, acquiring or retaining an "ownership interest" in the Issuer, unless such "banking entity" is able to rely on an applicable exclusion or exemption under the Volcker Rule.

"Ownership interest" is defined under the Volcker Rule as "any equity, partnership, or other similar interest". The Additional Notes are not equity or partnership interests. The phrase "other similar interests" is defined under the Volcker Rule as an interest that:

(A) Has the right to participate in the selection or removal of a general partner, managing member, member of the board of directors or trustees, investment manager, investment advisor, or commodity trading advisor of the covered fund (excluding the rights of a creditor to exercise remedies upon the occurrence of an event of default or an acceleration event);

(B) Has the right under the terms of the interest to receive a share of the income, gains or profits of the covered fund;

(C) Has the right to receive the underlying assets of the covered fund after all other interests have been redeemed and/or paid in full (excluding the rights of a creditor to exercise remedies upon the occurrence of an event of default or an acceleration event);

(D) Has the right to receive all or a portion of excess spread (the positive difference, if any, between the aggregate interest payments received from the underlying assets of the covered fund and the aggregate interest paid to the holders of other outstanding interests);

(E) Provides under the terms of the interest that the amounts payable by the covered fund with respect to the interest could be reduced based on losses arising from the underlying assets of the covered fund, such as allocation of losses, write-downs or charge-offs of the outstanding principal balance, or reductions in the amount of interest due and payable on the interest;

(F) Receives income on a pass-through basis from the covered fund, or has a rate of return that is determined by reference to the performance of the underlying assets of the covered fund; or

(G) Any synthetic right to have, receive, or be allocated any of the rights in Clauses (A) through (F) above.

On the Issue Date, pursuant to and in accordance with the Trust Deed, the Notes Trustee will be appointed to act as a creditor representative of the Noteholders and the Security Trustee will be appointed to act as security trustee for the Secured Parties (which will include the Noteholders). Subject to and in accordance with the terms of the Trust Deed and the Conditions, prior to the delivery or deemed delivery of a Note Acceleration Notice (following the occurrence of an Issuer Event of Default which is continuing) and/or an Enforcement Notice, as applicable, the Issuer may continue to exercise its rights under the Transaction Documents (including with respect to its assets comprising the Notes Collateral) and no Noteholder will be entitled to take (or to instruct the Notes Trustee and/or the Security Trustee, as applicable, to take) any proceedings or other actions directly against the Issuer, including to (i) take any corporate action or other steps or legal proceedings for the winding-up, dissolution or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, sequestrator, examiner or similar officer of the Issuer or of its revenues and assets; or (ii) take any steps for the purpose of obtaining payment of any amounts payable to it under the Additional Notes or any Transaction Document, and no Noteholder shall take any steps to recover any debts whatsoever owing to it by the Issuer. See "*Terms and Conditions of the Notes*" and "*Summary of Principal Documents—Trust Deed*" included elsewhere in this Offering Circular. These rights of the Noteholders to enforce the rights and remedies granted for the benefit of the Noteholders under the Transaction Documents are the types of rights that are excluded from the rights that are included in the definition of "other similar interests".

The Noteholders have no rights under the Transaction Documents to participate in the selection or removal of any of the types of partners, members or managers of the Issuer described in Clause (A) above. The management of the Issuer will be governed by the terms of a corporate administrator agreement between the Issuer and TMF Administration Services Limited, an independent corporate services provider not controlled by the Noteholders (the "**Corporate Servicer**"), pursuant to which the Corporate Servicer agrees to perform various management functions on behalf of the Issuer. Pursuant to the terms of the Declaration of Trust, the Share Trustee will hold all the authorized, issued and fully paid up share capital of the Issuer. The Share Trustee is the only person with the right to subscribe for any share capital of the Issuer, and it has the ability to elect directors of the Issuer and may be able to take certain other actions permitted to be taken by shareholders under the constitution of the Issuer. The Noteholders have no rights to participate in the selection or removal of the Share Trustee under the Declaration of Trust. See "*Description of the Issuer*" included elsewhere in this Offering Circular. Pursuant to the Agency and Account Bank Agreement, the Issuer will appoint The Bank of New York Mellon, London Branch to act as its portfolio administrator, administrative agent and calculation agent under the Transaction Documents (the "**Administrator**"), it being agreed that the Administrator (and each other Agent under the Agency and Account Bank Agreement) will act solely as agent for the Issuer and will not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The Noteholders have no rights under the Transaction Documents to receive a share of the income, gains or profits of the Issuer as described in Clause (B) above, and have no rights to receive the underlying assets of the Issuer after all other interests have been redeemed and/or paid in full (excluding the rights of a creditor to exercise remedies upon the occurrence of an event of default or an acceleration event) as described in Clause (C) above. The Issuer is a special purpose vehicle which, so long as any of the Additional Notes are outstanding, will be subject to the restrictions set out in the Trust Deed and the Conditions. The Issuer will not have any

subsidiaries and, save in respect of the proceeds of the Issuer's issued share capital held by the Share Trustee and the amounts standing to the credit of the Issuer Profit Account as contemplated by the Transaction Documents (which do not comprise any part of the Notes Collateral), the Issuer will not be able to accumulate any surpluses. The only assets of the Issuer available to meet claims of the Noteholders and the other Secured Parties are the assets comprising the Notes Collateral, which (as described above) cannot be enforced prior to an Enforcement Notice in accordance with the Trust Deed and the Conditions. See "*Description of the Issuer*" included elsewhere in this Offering Circular.

The Noteholders have no rights to receive any excess spread (the positive difference, if any, between the aggregate interest payments received from the underlying assets of Issuer and the aggregate interest paid to the Noteholders) as described in Clause (D) above. The New VM Financing Facility Agreement will provide that the Issuer will pay or transfer any Term Excess Arrangement Payment and any Maturity Excess Payment (in each case calculated in accordance with the Agency and Account Bank Agreement) to VMIH, as a rebate of previously paid interest under the New VM Financing Facility Agreement. See "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*", "*Summary of Principal Documents—Agency and Account Bank Agreement*", "*Summary of Principal Documents—New VM Financing Facility Agreement*" and "*Annex A: New VM Financing Facility Agreement*" included elsewhere in this Offering Circular.

On the Issue Date, the Issuer will issue £400.0 million aggregate principal amount of Additional Notes, which will bear interest at a fixed rate per annum equal to 4.875%, as further described elsewhere in this Offering Circular. While the Issuer, as a special purpose vehicle, is wholly dependent on the payments it will receive in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement and the Expenses Agreement, and a failure by any of the Obligors to provide such funding (or by the Platform Provider in certain limited circumstances to make payments due to the Issuer under the Framework Assignment Agreement) may, in practice, negatively impact the ability of the Issuer to meet its obligations under the Transaction Documents (including the Additional Notes), there are no contractual terms of the Additional Notes under the Trust Deed or the Conditions which provide that the amounts payable by the Issuer (whether as principal or interest) with respect to the Additional Notes will be reduced based on losses arising from the underlying assets of the Issuer as described in Clause (E) above. Furthermore, as the Additional Notes bear interest at a fixed rate, the rate of interest on the Additional Notes is not determined by reference to the performance of the underlying assets of the Issuer as described in Clause (F) above. In addition, the Issuer expects that the Noteholders will not receive income on a pass-through basis from the Issuer as described in Clause (F) above, as the Issuer expects that the Noteholders will hold the Additional Notes as debt and not as equity for U.S. federal income tax purposes. See "*Risk Factors—Risks Relating to the Additional Notes—The Issuer is an unaffiliated special purpose financing company which will depend on payments in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement and the Expenses Agreement to provide it with funds to meet its obligations under the Additional Notes*", the "*Terms and Conditions of the Notes*" and the "*Summary of Principal Documents—Trust Deed*" included elsewhere in this Offering Circular. The Issuer will not be entitled to make any modifications to the terms of the Additional Notes which would have the effect of reducing or cancelling the amount of principal payable in respect of the Additional Notes or altering the rate of interest applicable in respect of the Additional Notes (each of which would constitute a Basic Terms Modification), without the approval of the Noteholders by Extraordinary Resolution (in respect of a Basic Terms Modification), in accordance with the Trust Deed and the Conditions. See "*Risk Factors—Risks Relating to the Additional Notes—Amendments, waivers, resolutions and instructions*" and "*Terms and Conditions of the Notes*" included elsewhere in this Offering Circular.

The Trust Deed and Conditions relating to the Additional Notes do not confer upon the Noteholders any synthetic rights to have, receive or be allocated any of the rights in Clauses (A) through (F) above.

Before making an investment in the Additional Notes, each potential investor in the Additional Notes should consult with its own counsel and make its own determination as to whether it is subject to the Volcker Rule, whether the Additional Notes constitute "ownership interests", whether any exclusion or exemption under the Volcker Rule might be applicable to an investment in the Additional Notes by such investor, whether its investment in the Additional Notes would be restricted or prohibited under the Volcker Rule, and the potential impact of the Volcker Rule on its investment, any liquidity in connection therewith and on its portfolio generally. See "*Transfer Restrictions*" in this Offering Circular. None of Virgin Media, the Issuer, the Initial Purchasers, the Administrator, the Obligors, the Security Trustee or the Notes Trustee nor any of their respective affiliates makes any representation to any prospective investor or purchaser of the Additional Notes regarding the treatment of the Issuer or the Additional Notes under the Volcker Rule or to the impact of the Volcker Rule on such investor's investment in the Additional Notes on the Issue Date or at any time in the future.

The Volcker Rule and any similar measures introduced in another relevant jurisdiction may impact the price and liquidity of the Additional Notes in the secondary market or restrict prospective investors' ability to hold the Additional Notes. Each purchaser is responsible for analysing its own regulatory position under the Volcker Rule and any similar measures.

Anti–money laundering, corruption, bribery, economic sanctions and similar laws may require certain actions or disclosures

Many jurisdictions have adopted wide–ranging anti–money laundering, economic and trade sanctions, and anti-corruption and anti-bribery laws and regulations (collectively, the "**AML Requirements**"). Any of the Issuer, the Initial Purchasers, the Administrator, the Obligors' Parent, the Security Trustee or the Notes Trustee could be requested or required to obtain certain assurances from prospective investors intending to purchase Additional Notes and to retain such information or to disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. It is expected that the Issuer, the Initial Purchasers, the Administrator, the Obligors' Parent, the Security Trustee and the Notes Trustee will comply with AML Requirements to which they are or may become subject and to interpret such AML Requirements broadly in favour of diligence and disclosure. Failure to honour any request by the Issuer, the Initial Purchasers, the Administrator, the Obligors' Parent, the Security Trustee or the Notes Trustee to provide requested information or take such other actions as may be necessary or advisable for the Issuer, the Initial Purchasers, the Administrator, the Obligors' Parent, the Security Trustee or the Notes Trustee to comply with any AML Requirements, related legal process or appropriate requests (whether formal or informal) may result in, among other things, a forced sale to another investor of such investor's Additional Notes. In addition, it is expected that each of the Issuer, the Initial Purchasers, the Administrator, the Obligors' Parent, the Security Trustee and the Notes Trustee intends to comply with applicable AML Requirements, including those of the United States and other countries, and will disclose any information required or requested by authorities in connection therewith.

Corporation tax—Deductibility of Interest

Interest or other distributions paid out on the Additional Notes which are profit dependent or any part of which exceeds a reasonable commercial return could, under certain anti-avoidance provisions, be re-characterised as a non-deductible distribution and be subject to dividend withholding tax in certain circumstances. Such interest or other distributions will be recharacterised as a non-deductible distribution where the payment is made to a "specified person" and the Issuer, at the time the Additional Notes were issued, was aware that interest or other distributions paid on the Additional Notes would not be subject, without reduction computed by reference to the amount of such interest or other distribution, to a tax in a relevant territory, as further discussed below.

The recently enacted Finance Act 2019 could impact the taxation of the Issuer. These changes apply from January 1, 2020 (with no grandfathering provided for in respect of transactions entered into in advance of implementation). Finance Act 2019 amends Section 110 of the TCA 1997, which is the provision which governs the tax treatment of the Issuer. The changes expand the scope of the definition of "specified person" so that certain provisions which deny a deduction for profit dependant or excessive interest are widened to encompass payments to persons who are borrowers under loans acquired by the company, as well as under loans advanced by the company. The definition of control in the "specified person" definition was also widened to include persons that have "significant influence" over the company and hold more than 20% of the shares in the company, 20% by principal value of the debt carrying profit dependant or excessive interest issue by the company (or any securities with no par value) or 20% of the interest on such securities.

This amendment could result in tax deductions for payment of interest by the Issuer to such persons (taken together with certain connected persons) on any Notes (including the Additional Notes), the return on which is dependent on the results of the Issuer's business or exceeds a commercial rate of return, being non-deductible and potentially subject to dividend withholding tax if the conditions above are met.

However, this should not apply on the basis of a confirmation by the Issuer that, at the time the Additional Notes were issued, the Issuer was not in possession or aware of any information, including information about any arrangement or understanding in relation to ownership of the Additional Notes after that time, which could reasonably be taken to indicate that interest or other distributions paid on the Additional Notes would not be subject, without reduction computed by reference to the amount of such interest or other distribution, to a tax in a relevant territory which generally applies to profits, income or gains received in that relevant territory by persons from sources outside that relevant territory, where the term "relevant territory" means a member state of the European Union (other than Ireland) or a country with which Ireland has signed a double tax treaty.

Irish Specified Property Business

Interest or other distributions paid out on the Additional Notes which are profit dependent (to the extent to which such distributions exceed a reasonable commercial rate of return as determined at the creation of the Additional Notes) or any part of which exceeds a reasonable commercial return may not be deductible in full to the extent that the interest is associated with a 'specified property business' carried on by that qualifying company. A 'specified property business' of a qualifying company means, subject to a number of exceptions, a business of holding 'specified mortgages', units in an IREF (being a specified form of investment undertaking within the meaning of Chapter 1B of Part 27 of the TCA 1997) or shares that derive their value or the greater part of their value, directly or indirectly, from Irish land. A 'specified mortgage' for this purpose is (a) a loan which is secured on, and which derives its value from, or the greater part of its value from, directly or indirectly, Irish land, (b) a 'specified agreement' (effectively a profit dependent derivative) which derives its value, or the greater part of its value, directly or indirectly, from Irish land or a loan to which (a) applies, or (c) the portion of a specified security (essentially a security carrying profit dependant or commercially excessive return in respect of which, if these specified property business rules did not apply to it, payments on that security would be deductible under Section 110 of the TCA 1997) treated as attributable to the specified property business in accordance with the rules.

The legislation treats the holding of such assets as a separate business to the rest of the qualifying company's activities (if any). The qualifying company is taxed on any profit that is attributable to that business at 25% and any such interest that is profit dependent or that part of any interest which exceeds a reasonable commercial return is not deductible, subject to a number of exceptions.

Evolution of international fiscal and taxation policy and OECD Action Plan on Base Erosion and Profit Shifting

Fiscal and taxation policy and practice is constantly evolving and recently the pace of change has increased due to a number of developments. In particular a number of changes of law and practice are occurring as a result of the Organisation for Economic Co-operation and Development's ("**OECD**") Base Erosion and Profit Shifting project ("**BEPS**").

At a meeting in Paris on May 29, 2013, the OECD Council at Ministerial Level adopted a declaration on base erosion and profit shirting using the OECD's Committee on Fiscal Affairs to develop an action plan to address BEPS in a comprehensive manner.

In July 2013, the OECD published its Action Plan on BEPS, which proposed fifteen actions intended to counter international tax base erosion and profit shifting. Subsequently, on October 5, 2015 the OECD published final reports, analyses and sets of recommendations for all of the fifteen actions it identified as part of its Action Plan, which G20 finance ministers then endorsed during a meeting on October 8, 2015 in Lima, Peru and which G20 Leaders then endorsed during their annual summit on November 15-16, 2015 in Antalya, (the "**Final Report**"),

Investors should note that other action points (such as Action 4, which can deny deductions for financing costs) may be implemented in a manner which affects the tax position of the Issuer.

Action 4

In the Final Report relating to Action 4, the OECD recommends as a best practice that countries introduce a general limitation on tax deductions for net interest and economically equivalent payments under which, broadly speaking, a company would be denied those deductions to the extent they exceeded a particular percentage of the company's EBITDA ranging from 10 to 30 per cent.

The OECD recommends that, as a minimum, countries would apply this restriction to companies that form part of domestic and multinational groups only, or to companies that form part of multinational groups. However, the OECD acknowledges that countries may also apply such restriction more broadly to include companies in a domestic group and standalone companies which are not part of a domestic group.

However, the restriction recommended would only apply to tax deductions for net interest and economically equivalent payments. As a result, provided the Issuer will generally fund interest payments it makes under the Additional Notes from interest payments to which it is entitled (that is, such that Issuer pays limited or no net interest), the restriction may be of limited relevance to the Issuer even if Ireland chose to apply such a restriction to companies such as the Issuer. In the absence of any implementing Irish legislation, the possible implications of the restriction recommended are unascertainable".

Action 6

Action 6 is intended to prevent the granting of treaty benefits in inappropriate circumstances. It is expected that the Issuer will rely on the interest and other articles of treaties entered into by Ireland to be able to receive payments from some Obligors free from withholding taxes that might otherwise apply.

The multilateral convention (discussed further below) provides for double tax treaties to include a "principal purpose test" ("**PPT**"), which would deny a treaty benefit where it is reasonable to conclude, having regard to all relevant facts and circumstances for this purpose, that obtaining that benefit was one of the principal purposes of any arrangement or transaction that resulted directly or indirectly in that benefit, unless it is established that granting that benefit in those circumstances would be in accordance with the object and purpose of the relevant provisions of the treaty. It is unclear how a PPT, if adopted, would be applied by the tax authorities of those jurisdictions from which payments are made to the Issuer.

Action 7

The focus of Action 7 was to develop changes to the treaty definition of a permanent establishment and the scope of the exemption for an "agent of independent status" to prevent the artificial avoidance of having a permanent establishment in a particular jurisdiction. The Final Report on Action 7 sets out the changes that will be made to the definition of a "permanent establishment" in Article 5 of the OECD Model Convention and the OECD Model Commentary. Among other recommendations, the Final Report on Action 7 recommended two specific changes to the OECD Model Convention: (i) the expansion of the circumstances in which a "permanent establishment" is created to include the negotiation of contracts where certain conditions are satisfied; and (ii) narrowing the exemption for agents of independent status where contracts are concluded by an "independent agent" and that agent is connected to the foreign enterprise on behalf of which it is acting.

However, it is not clear what impact the Final Report relating to Action 7 will have on Ireland's double tax treaties, principally because it is not clear to what extent (and on what timeframe) particular jurisdictions (such as Ireland) will decide to adopt any of the Final Report's recommendations. The recommendations of the Final Report on Action 7 described above do not represent a BEPS "minimum standard" and, accordingly, even where countries do sign the Multilateral Instrument (see further below), they will not be required, but may opt, to amend their existing tax treaties to include the recommendations of the Final Report.

E.U. Anti-Tax Avoidance Directive

As part of its anti-tax avoidance package, and to provide a framework for a harmonised implementation of a number of the BEPS conclusions across the EU, the EU Council adopted Council Directive (EU) 2016/1164 (the "**Anti-Tax Avoidance Directive**") on July 12, 2016.

The EU Council adopted Council Directive (EU) 2017/952 (the "**Anti-Tax Avoidance Directive 2**") on May 29, 2017, amending the Anti-Tax Avoidance Directive, to provide for minimum standards for counteracting hybrid mismatches involving EU member states and third countries.

EU member states had until December 31, 2018 to implement the Anti-Tax Avoidance Directive (subject to derogations for EU member states which have equivalent measures in their domestic law) and had until December 31, 2019 to implement the Anti-Tax Avoidance Directive 2 (except for measures relating to reverse hybrid mismatches, which must be implemented by December 31, 2021).

The Directives contain various measures that could, depending on their implementation in Ireland, potentially result in certain payments made by the Issuer ceasing to be fully deductible. This could increase the Issuer's liability to tax and reduce the amounts available for payments on the Additional Notes. There are two measures of particular relevance.

First, the Anti-Tax Avoidance Directive provides for an "interest limitation rule" which restricts the deductible interest of an entity to the higher of (a) €3,000,000 or (b) 30% of its earnings before interest, tax, depreciation and amortization. However, the interest limitation only applies to the net borrowing costs of an entity (being the amount by which its borrowing costs exceed its taxable interest revenues and other economically equivalent taxable revenues). Accordingly, as the Issuer will generally fund interest payments it makes under the Additional Notes from interest payments to which it is entitled under the New VM Financing Facility Agreement, Shortfall Payments it receives under the New VM Financing Facility Agreement and the

amounts repaid on the Assigned Receivables (such that the Issuer pays limited or no net borrowing costs), the restriction may have limited relevance to the Issuer even if the Anti-Tax Avoidance Directive was implemented in Ireland as originally published. However, in the absence of implementing Irish legislation, the possible implications of the Anti-Tax Avoidance Directive are unascertainable. There is also an optional carve-out in the Anti-Tax Avoidance Directive for financial undertakings, although it is not clear if the Issuer would be treated as a financial undertaking.

Secondly, the Anti-Tax Avoidance Directive (as amended by the Anti-Tax Avoidance Directive 2) provides for hybrid mismatch rules. These rules apply in Ireland with effect from January 1, 2020 and are designed to neutralise arrangements where amounts are deductible from the income of one entity but are not taxable for another, or the same amounts are deductible for two entities. These rules could potentially apply to the Issuer where: (i) the interest that it pays under the Additional Notes, and claims deductions from its taxable income for, is not brought into account as taxable income by the relevant Noteholder, either because of the characterisation of the Additional Notes, or the payments made under them, or because of the nature of the Noteholder itself; and (ii) the mismatch arises between associated enterprises, between the Issuer and an associated enterprise or under a structured arrangement. It is not clear if the Issuer would have any associated enterprise, however if the Issuer has, or had at any time, an associated enterprise, unless there is a hybrid mismatch, the measures should not impact payments on the Additional Notes.

For the purposes of the hybrid rules, a structured arrangement is one involving a mismatch outcome where the mismatch outcome is priced into the terms of the arrangement or the arrangement was designed to give rise to a mismatch outcome. Absent any guidance from the Irish Revenue Commissioners on how they will approach structured arrangements, it is not yet clear if this would apply to the transaction to bring it within scope of the hybrid rules.

Multilateral Instrument

On November 24, 2016, the OECD published the text and explanatory statement of the "Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting" ("**MLI**"). The MLI is to be applied alongside existing tax treaties (rather than amending them directly), modifying the application of those existing treaties in order to implement BEPS measures.

The MLI has entered into force in Ireland. The date from which provisions of the MLI have effect in relation to a double tax treaty depends on several factors including the type of tax which the relevant treaty article relates to. In most cases, since the Issuer is not relying, for Irish tax purposes, on the provisions of an Irish double tax treaty, the MLI should have little Irish tax effect on it. The Issuer's ability to rely on Ireland's double tax treaties to reduce or eliminate taxes in other jurisdictions may be affected. The ability to rely on many of Ireland's double tax treaties with other jurisdictions may now be subject to a principal purpose test ("**PPT**"). The PPT would deny treaty benefits where it is reasonable to conclude, having regard to all of the relevant facts and circumstances for this purpose, that obtaining that benefit was one of the principal purposes of any arrangement or transaction that resulted directly or indirectly in that benefit, unless it was established that granting that benefit in those circumstances would be in accordance with the object and purpose of the relevant provisions of the treaty. It is currently unclear how a PPT, if adopted, would be applied by the tax authorities of those jurisdictions from which payments are made to the Issuer. It is also possible that Ireland will negotiate other amendments to its double tax treaties on a bilateral basis in the future which may affect the ability of the Issuer to obtain the benefit of those treaties.

Risks Relating to the Additional Notes

The Issuer is an unaffiliated special purpose financing company which will depend on payments in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement and the Expenses Agreement to provide it with funds to meet its obligations under the Additional Notes

The Issuer has been formed as a special purpose financing company for the primary purpose of facilitating the offering of the Notes (including the Additional Notes). The Issuer has no material business operations, no direct subsidiaries and no employees and, upon completion of the offerings of the Original Notes and the Additional Notes, its only material assets will be the Assigned Receivables, the New VM Financing Facility Loans and rights (including its right to receive any Shortfall Payments) under the New VM Financing Facility Agreement and its rights under certain transaction documents (including the Expenses Agreement, the Issue Date Arrangements Agreement and the Framework Assignment Agreement). Furthermore, the Trust Deed governing the Notes prohibits the Issuer from engaging in any activities other than certain limited activities permitted under

Condition 4 ("*Covenants*"). As such, the Issuer is wholly dependent on the payments it will receive in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement and the Expenses Agreement as and when required to fund certain costs, expenses and liabilities of the Issuer and any payments of interest or principal on the Notes and, if applicable, any premiums on any redemption pursuant to the Trust Deed and the payment of any Additional Amounts required to be paid under the Notes. A failure by the New VM Financing Facility Borrower and/or any other Obligor to provide such funding, and by the Platform Provider in certain limited circumstances to make payments due to the Issuer, may negatively impact the ability of the Issuer to meet its obligations under the Transaction Documents or otherwise to third parties which may, in turn, whether directly or indirectly, negatively impact the ability of the Issuer to meet its obligations under the Notes.

The right of the Issuer to receive payments from the Obligors in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement and the related agreements, as applicable, is effectively subordinated to the rights of existing and future secured creditors of such Obligors.

The Issuer is dependent upon payments it receives from the Obligors in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement, the Expenses Agreement and the related agreements, as applicable, to make payments on the Notes, but its claims against the Obligors pursuant to the Assigned Receivables and such agreements will be effectively subordinated to any present and future secured indebtedness of the Obligors (including such Obligors' obligations under the VM Credit Facility and the Existing Senior Secured Notes), to the extent of the value of the assets and property securing such indebtedness.

Therefore, in the event of any distribution of the Obligors' assets or payment in any foreclosure, dissolution, winding-up, liquidation, reorganization or other bankruptcy, secured creditors of the Obligors will be paid first from the assets securing their claims, and the Issuer, as an unsecured creditor of the Obligors, will participate in any residual distribution, ratably with all holders of the Obligors' other unsecured indebtedness that is deemed to be of the same ranking, only to the extent that the Obligors' secured indebtedness has been repaid in full from those assets. We cannot assure you that, following realization of their security by the Obligors' secured creditors, there will be sufficient assets in any such distribution, foreclosure, dissolution, winding-up, liquidation or other bankruptcy proceeding to pay amounts due to the Issuer in respect of the Assigned Receivables or under the Framework Assignment Agreement, the New VM Facilities Financing Facility Agreement, the Expenses Agreement and the related agreements.

Limited recourse obligations

The Notes are limited recourse obligations of the Issuer and, in an enforcement scenario, are payable solely from amounts received in respect of the Notes Collateral securing the Notes. Payments on the Notes both prior to and following enforcement of the security over the Notes Collateral are subordinated to the prior payment of certain fees and expenses of, or payable by, the Issuer. See Condition 3 ("*Status, Priority and Security*"). None of Virgin Media or its subsidiaries, the Administrator, the Noteholders, the Initial Purchasers, the Obligors, the Security Trustee, the Notes Trustee or any other Agent or any affiliates of any of the foregoing or the Issuer's affiliates or any other person or entity (other than the Issuer) will be obliged to make payments on the Notes.

Consequently, Noteholders must rely solely on distributions on the Notes Collateral securing the Notes for the payment of principal, discount, interest and premium, if any, thereon. There can be no assurance that the distributions on the Notes Collateral securing the Notes will be sufficient to make payments on the Notes after making payments on required amounts to other creditors ranking senior to or *pari passu* with the Notes pursuant to the Priorities of Payment. If distributions on the Notes Collateral are insufficient to make payments on the Notes, no other assets (and, in particular, no assets of the Administrator, the Noteholders, the Initial Purchasers, the Obligors, the Security Trustee, the Notes Trustee, any other Agent or any affiliates of any of the foregoing) will be available for payment of the deficiency and following realization of the Notes Collateral and the application of the proceeds thereof in accordance with the Priorities of Payment, the obligations of the Issuer to pay such deficiency shall be extinguished. Such shortfall will be borne (as amongst the Noteholders) in accordance with the Priorities of Payment.

Furthermore, none of Virgin Media nor any of its subsidiaries will guarantee or provide any credit support to the Issuer with respect to its obligations under the Notes. Other than under the limited circumstances described herein, Noteholders will not have a direct claim on the cash flow or assets of Virgin Media or any of its

subsidiaries, and neither Virgin Media nor any of its subsidiaries has any obligation, contingent or otherwise, to pay amounts due under the Notes, or to make funds available to the Issuer for those payments, other than the obligations of (i) the Obligors to make payments to the Issuer in respect of the Assigned Receivables, (ii) the Obligors to make payments to the Issuer in respect of the New VM Financing Facility Agreement or (iii) VMIH to make payments to the Issuer under the Expenses Agreement, and in each case of (i) to (iii) above, the agreements related thereto to which it is party.

Additionally, except for the specific interests of the Issuer in respect of the Assigned Receivables (including as under the Framework Assignment Agreement), as under the New VM Financing Facility Agreement, the Expenses Agreement and the Issue Date Arrangements Agreement, or as otherwise expressly provided in the terms of the Trust Deed, no proprietary or other direct interest in the Issuer's rights under or in respect of the New VM Financing Facility Agreement, the Expenses Agreement or the Issue Date Arrangements Agreement exists for the benefit of the Noteholders. Further, subject to the terms of the Trust Deed, no Noteholder can enforce any provision of the New VM Financing Facility Agreement (or any other item of Notes Collateral) or have direct recourse to the New VM Financing Facility Borrower (or any other Virgin Media entity) except through an action by the Security Trustee pursuant to the rights granted to the Security Trustee under the Trust Deed. Under the Trust Deed, the Security Trustee shall not be required to take proceedings to enforce payment under the New VM Financing Facility Agreement (or any other item of Notes Collateral) unless it has been indemnified and/or secured to its satisfaction. In addition, neither the Issuer, the Notes Trustee nor the Security Trustee is required to monitor the New VM Financing Facility Borrower's (or any other Obligor's) financial performance.

In addition, at any time while the Notes are outstanding, none of the Noteholders, the Security Trustee nor any other Secured Party (nor any other person acting on behalf of any of them) shall be entitled at any time to institute against the Issuer, or join in any institution against the Issuer of, any bankruptcy, reorganization, arrangement, insolvency, examinership, winding up or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligations of the Issuer relating to the Notes, the Trust Deed or otherwise owed to the Noteholders, save for lodging a claim in the liquidation of the Issuer which is initiated by another party (which is not an affiliate of such party) or taking proceedings to obtain a declaration as to the obligations of the Issuer nor shall any of them have a claim arising in respect of the Irish Excluded Assets.

The Notes may be redeemed prior to the Maturity Date

The Notes may be redeemed prior to the Maturity Date, subject to the satisfaction of certain conditions (as described in the relevant provisions of Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*") and "*Terms and Conditions of the Notes*"). In the event of an early redemption or in connection with an Approved Exchange Offer, the Noteholders will be repaid prior to the Maturity Date.

Upon voluntary prepayment of all or any portion of amounts of the New VM Financing Facility Loans by the New VM Financing Facility Borrower, as described in "*Terms and Conditions of the Notes—Early Redemption: Tax Event*", "*Terms and Conditions of the Notes—Early Make-Whole Redemption Event*", "*Terms and Conditions of the Notes—Early Redemption Event on or after July 15, 2023*", and Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*"), and at the redemption prices described in the foregoing sections and Conditions, the Issuer will redeem an aggregate principal amount of the Notes. The Issuer will also redeem the Notes at their principal amount together with interest and other amounts (if any) accrued to the redemption date, if at any time it becomes unlawful in any applicable jurisdiction for the Issuer to be a lender or to perform any of its obligations under the New VM Financing Facility Agreement, as described in "*Terms and Conditions of the Notes—Early Redemption: Illegality*" and the relevant provisions of Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*").

Additionally, following a Change of Control (as defined under the New VM Financing Facility Agreement), the New VM Financing Facility Borrower will be required to offer to prepay the New VM Financing Facility Loans (as defined herein). Following receipt of such prepayment offer, the Issuer will launch a consent solicitation to set (i) the Maturity Date of the Notes as the New Maturity Date (as defined herein) and (ii) the redemption price of the Notes on the New Maturity Date at 101% of the principal amount of the Notes ("**Accelerated Redemption Price**"), *plus* accrued and unpaid interest to the New Maturity Date, in accordance with the relevant provisions of Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*"). If holders of more than 50% of the aggregate principal amount of Notes (voting as one class) consent to the foregoing requests ("**Accelerated Maturity Event**"), the Issuer will inform the New VM Financing Facility

Borrower that it accepts the prepayment offer, and the New VM Financing Facility Borrower will prepay the New VM Financing Facility Loans at par, *plus* accrued and unpaid interest thereon, together with a payment equal to 1% of the principal amount of the Excess Cash Loans and Interest Facility Loans so prepaid. Following such prepayment, the Issuer will redeem all of the Notes on the New Maturity Date at the Accelerated Redemption Price, *plus* accrued and unpaid interest to the New Maturity Date. The Change of Control offer under the New VM Financing Facility Agreement differs from the change of control offer required under the indentures of each tranche of the Existing Senior Secured Notes and the Existing Senior Notes, whereby we will be required to offer to repurchase all outstanding 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.

Further, the Notes may be redeemed prior to the Maturity Date in connection with an Approved Exchange Offer (as defined herein). See Conditions 6(j) and 6(k) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Approved Exchange Offer*").

The New VM Financing Facility Borrower may not have the ability to raise funds necessary to finance required prepayments of the New VM Financing Facility in the event of a change of control thereunder

Upon the occurrence of a Change of Control (as defined in the New VM Financing Facility Agreement), the New VM Financing Facility Borrower is required to offer to prepay the New VM Financing Facility Loans. If, following an Accelerated Maturity Event under the Notes, the Issuer accepts the prepayment offer, the New VM Financing Facility Borrower will be required to prepay the New VM Financing Facility (including all the New VM Financing Facility Loans) and to make a payment equal to 1% of the Excess Cash Loans and Interest Facility Loans so prepaid. The ability of the New VM Financing Facility Borrower to prepay the New VM Financing Facility Loans upon such accepted prepayment offer would be limited by its access to funds at the time of the prepayment and the terms of its other debt agreements, which agreements could restrict or prohibit such a prepayment. Upon a Change of Control, the New VM Financing Facility Borrower may be required to immediately repay the outstanding principal, any accrued interest on and any other amounts owed by it under one or more of its other bank facilities. The source of funds for these repayments would be its available cash or cash generated from other sources. However, there can be no assurance that the New VM Financing Facility Borrower will have sufficient funds available upon a Change of Control to make these repayments. If the New VM Financing Facility Borrower is not able to make the required prepayment of the New VM Financing Facility (including the New VM Financing Facility Loans), the Issuer will not be able to redeem the Notes at the New Maturity Date.

If the issuance of the Dollar VFN Notes is not consummated, the 2016 RFN Redemption may not occur

In connection with the issuance of the Additional Notes offered hereby and the issuance of the Dollar VFN Notes, the VMIH, as the borrower under the 2016 VM Financing Facilities Agreement expects to repay all of the 2016 VM Financing Facilities. The 2016 RFN Issuer is expected to use the proceeds of such repayment, along with the proceeds of the Block Transfer and the Dollar Block Transfer, to fund the 2016 RFN Redemption. Pursuant to the terms of the trust deed governing the 2016 Receivables Financing Notes, the 2016 Receivables Financing Notes must be redeemed in full. The Additional Notes are expected to be issued on July 17, 2020 and the Dollar VFN Notes are expected to be issued on or about July 24, 2020. If the issuance of the Dollar VFN Notes is not consummated for any reason, and consequently the Dollar Block Transfer does not occur, it is expected that the 2016 RFN Issuer will not have sufficient cash to complete the 2016 RFN Redemption unless other funding is available to it from, among other things, the proceeds from a transfer or sale of the VM Accounts Receivable expected to be transferred to the 2016 RFN Issuer in connection with the Dollar Block Transfer to another party, the proceeds of any Potential Financing Transaction, funding provided by the Virgin Media Group or otherwise. In the event that the Block Transfer does not occur, the Issuer will use the net proceeds from the Additional Notes offered hereby plus any upfront payments payable by VMIH under the New VM Financing Facility Agreement, to (i) finance the purchase of other VM Accounts Receivable pursuant to the Framework Assignment Agreement and (ii) fund the New VM Financing Facility Loans under the New VM Financing Facility Agreement.

Notes Collateral

The Notes will be secured by: (i) a first fixed charge over the Issuer's rights, title, benefit and interest in, to and under the Assigned Receivables; (ii) an assignment by way of security over the Issuer's rights under all contracts, agreements, deeds and documents to which it is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including, without limitation, the New VM Financing Facility Agreement, the Expenses Agreement, the Framework Assignment Agreement and the Issue Date Arrangements Agreement); (iii) a first fixed charge over the Issuer's rights to all amounts at any time standing to the credit of

the Issuer Transaction Accounts; and (iv) a first floating charge over all of the present and future property, assets and undertakings of the Issuer not subject to the fixed charges or assignments by way of security described above, but excluding, for the purposes of (i) to (iv), the Irish Excluded Assets.

Although the security constituted by the Notes Security Documents over the Notes Collateral held from time to time, including the security over the Issuer Transaction Accounts, is expressed to take effect as a fixed charge, it may (as a result of, among other things, the substitutions of Assigned Receivables contemplated by the Framework Assignment Agreement and the payments to be made from the Issuer Transaction Accounts in accordance with the Conditions and the Trust Deed) take effect as a floating charge which, in particular, would rank after a subsequently created fixed charge. However, the Issuer has covenanted in the Trust Deed and the Conditions not to create any such subsequent security interests (other than those permitted under the Trust Deed) without the consent of the Notes Trustee.

Your rights in the Notes Collateral may be adversely affected by the failure to perfect security interests in Notes Collateral

Applicable law requires that a security interest in certain assets can only be properly perfected and its priority retained through certain actions undertaken by the secured party. Neither the Security Trustee nor the Notes Trustee has any obligation to take steps to perfect any security interest in the Notes Collateral. The liens in the Notes Collateral securing the Notes may not be perfected with respect to the claims of the Security Trustee on behalf of the Secured Parties, including the Noteholders, if the actions necessary to perfect any of these liens on or prior to the date of the Notes Security Documents are not taken. For example, applicable law may require that certain property and rights acquired after the grant of a general security interest, such as real property, equipment subject to a certificate and certain proceeds, can only be perfected at the time such property and rights are acquired and identified. The Issuer has limited obligations to perfect the Security Trustee's security interest in the specified Notes Collateral. None of the Security Trustee or the other Secured Parties, including the Notes Trustee, will monitor, and there can be no assurance that the Issuer will inform the Security Trustee or Notes Trustee of the future acquisition of property and rights that constitute Notes Collateral, and that the necessary action will be taken to properly perfect the security interest in such after-acquired Notes Collateral. Neither the Notes Trustee nor the Security Trustee has any obligation to monitor the acquisition of additional property or rights that constitute Notes Collateral or the perfection of any security interest. Such failure may result in the loss of the security interest in the Notes Collateral or the priority of the security interest in favour of the Security Trustee on behalf of the Secured Parties against third parties.

Your ability to recover under the Notes Collateral may be limited

The Noteholders will benefit from security interests in the Notes Collateral.

The Notes Collateral securing the Notes will be subject to any and all exceptions, defects, encumbrances, liens and other imperfections as may be accepted by any other creditors that also have the benefit of first liens on the Notes Collateral securing the Notes from time to time, whether on or after the date the Additional Notes are issued. Neither the Initial Purchasers nor the Security Trustee have either analysed the effect of, or participated in any negotiations relating to, such exceptions, defects, encumbrances, liens and other imperfections. The existence of any such exceptions, defects, encumbrances, liens and other imperfections could adversely affect the value of the Notes Collateral securing the Notes as well as the ability of the Security Trustee to realize or foreclose on such Notes Collateral.

The security interest of the Security Trustee will be subject to practical problems generally associated with the realization of security interests in Notes Collateral. For example, the Security Trustee may need to obtain the consent of a third party to obtain or enforce a security interest in a contract. The Issuer cannot assure you that the Security Trustee will be able to obtain any such consent. It also cannot assure you that the consents of any third parties will be given when required to facilitate a foreclosure on such assets. Accordingly, the Security Trustee may not have the ability to foreclose upon those assets and the value of the Notes Collateral may significantly decrease.

The Notes Collateral may be limited by applicable laws or subject to certain limitations or defences that may adversely affect their validity and enforceability

The Notes or the Notes Collateral may be subject to claims that they should be limited or subordinated under Irish, English or other applicable law.

The grant of the Notes Collateral in favour of the Security Trustee may also be voidable by the grantor or by an insolvency trustee, liquidator, examiner, receiver or administrator or by other creditors, or may be otherwise set aside by a court, if certain events or circumstances exist or occur, including, among others, if the grantor is deemed to be insolvent at the time of the grant, or if the grant permits the Secured Parties to receive a greater recovery than if the grant had not been given and insolvency proceedings in respect of the grantor are commenced within a legally specified "clawback" period following the grant. Accordingly, enforcement of any Notes Collateral would be subject to certain defences available to the grantor thereof generally or, in some cases, to limitations contained in the Trust Deed or Notes Security Documents designed to ensure compliance with capital maintenance rules and other statutory requirements applicable to the relevant grantor. As a result, a grantor's liability under its Notes Collateral could be materially reduced or eliminated.

It is possible that the grantor of the Notes Collateral or a creditor thereof, or the insolvency administrator in the case of the insolvency of a grantor of Notes Collateral, may contest the validity and enforceability of the Notes Collateral on any of the above grounds and that the applicable court may determine that the Notes Collateral should be limited or voided. To the extent that agreed limitations on the obligations secured by the Notes Collateral apply, the Notes would be to that extent effectively subordinated to that extent to all liabilities of the grantor of the Notes Collateral, including trade payables of such grantor of Notes Collateral. Future Notes Collateral to be granted may be subject to similar limitations.

The various insolvency and administrative laws of England and Wales and Ireland to which the New VM Financing Facility Borrower, the other Obligors and the Issuer, as applicable, are subject may not be favourable to creditors, including the Issuer as lender under the New VM Financing Facility Loans and assignee under the Assigned Receivables and the Noteholders, as the case may be, and may limit the Issuer's ability to enforce its rights under the New VM Financing Facility Loans and the Assigned Receivables and your ability to enforce your rights under the Notes, as the case may be

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The New VM Financing Facility Borrower, VML, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited are incorporated under the laws of England and Wales. The Issuer is incorporated under the laws of Ireland. Accordingly, insolvency proceedings with respect to any of those entities would be likely to proceed under, and be governed by, English and Irish insolvency law, respectively. English and Irish insolvency law may not be as favourable to creditors as the laws of the United States or other jurisdictions with which investors are familiar. The following discussion of insolvency law, although an overview, describes generally applicable terms and principles, which are defined under the relevant jurisdictions' insolvency statutes. For a description of the Irish insolvency and administrative regimes to which the Issuer is subject and the risks relating thereto, see "*Risk Factors—Irish Law*" below.

In an insolvency proceeding, it is possible that creditors of the Obligors, or appointed insolvency administrator, may challenge certain intercompany obligations 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 such Obligor's obligations under (a) the joint and several payment undertaking provided by such Obligor pursuant to the Accounts Payable Management Services Agreement, and/or (b) the guarantee provided by such Obligor under the New VM Financing Facility Agreement, or take other action that is detrimental to Noteholders.

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. The UK government has confirmed its intention in the Finance Bill 2020 that from December 1, 2020 claims by HMRC in respect of certain taxes including VAT, PAYE income tax (including student loan repayments), employee NI contributions and Construction Industry Scheme deductions (but excluding corporation tax and employer NI contributions) which are held by the company on behalf of employees and customers will also be entitled to priority.

Lastly, under English insolvency law, a liquidator or administrator of a company has certain powers to apply to the court to challenge transactions entered into by that company if the company was unable to pay its debts (as defined in the U.K. Insolvency Act 1986) at the time of the transaction or if the company became unable to pay

its debts as a result of the transaction. Generally, only an administrator or liquidator of a company may bring a claim challenging a reviewable transaction. For example, transactions that can be challenged include preferences and transactions at an undervalue.

A transaction might be challenged as a transaction at an undervalue if it involved the relevant company making a gift or otherwise entering into a transaction on terms under which it received no consideration, or the company received significantly less value (in money or money's worth) than it gave in return. The court can set aside transactions at an undervalue entered into by the company within a period of two years ending with the onset of insolvency. A court generally will not intervene in circumstances where 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. Noteholders cannot be assured that in the event of insolvency the obligations of the Obligors under the Transaction Documents to which they are party would not be challenged by a liquidator or administrator or that a court would support our analysis that such obligations were undertaken in good faith for the purposes described above.

A transaction might be challenged as a preference where the relevant company has done something or suffered something to be done which has the effect of putting a creditor, surety or guarantor in a better position than he would have been in had that thing not been done in the event of the relevant company going into insolvent liquidation. However, for the court to determine a preference, it must be shown that the English company was influenced by a desire to prefer that party. If a transaction is found to have given a preference to a creditor, surety or guarantor of the company then the court may make such order as it thinks fit for restoring the position to what it would have been if the company had not given that preference (which could include reducing payments under the guarantees or setting aside any security interests or guarantees although there is protection in specific circumstances for a third party that acquires an interest in property or benefits from the transaction and has acted in good faith for value without notice of the relevant circumstances). In any proceedings, it is for the administrator or liquidator to demonstrate that the English company was unable to pay its debts at the relevant time and that there was such desire to prefer the relevant creditor, unless the beneficiary of the transaction was a connected person, in which case it is presumed that the company intended to put that person in a better position and the connected person must demonstrate that there was, in fact, no such desire, on the part of the company, to prefer them. If the preference is given to a person connected to the company (other than an employee), the court looks back and sets aside those preferences entered into in the period of two years ending with the date of the onset of the company's insolvency. If the person is not connected to the company, the court can only go back and set aside those preferences entered into in the period of six months ending on the onset of insolvency.

Amendments, waivers, resolutions and instructions

The Conditions and the Trust Deed contain detailed provisions governing modification of the Conditions and the Transaction Documents and the convening of meetings and passing of resolutions by the Noteholders, voting as a single class. Certain key risks relating to these provisions are summarised below.

Decisions may be taken by Noteholders, voting as a single class, by way of Extraordinary Resolutions, which can be effected either at a duly convened meeting of the Noteholders (a "**Meeting**")) or by a resolution in writing signed by or on behalf of all of the Noteholders. Meetings of the Noteholders may be convened by the Issuer, the Notes Trustee or by one or more Noteholders holding not less than 10 per cent. of the aggregate principal amount of the Notes then outstanding, subject to certain conditions (including minimum notice periods). In addition, at any time after a Note Acceleration Notice (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")) has been given to the Issuer, the Noteholders by an Extraordinary Resolution may instruct the Notes Trustee in writing to instruct the Security Trustee to give an Enforcement Notice (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")) to the Issuer, as set out in Condition 11 ("*Enforcement*").

Any modification of certain terms, including, among other things (other than in connection with an Accelerated Maturity Event), the date of maturity of the Notes or a modification which would have the effect of postponing any date for payment of interest on the Notes, the reduction or cancellation of the amount of principal payable in respect of the Notes, the alteration of the rate of interest applicable in respect of the Notes, the alteration of the quorum or majority required to pass an Extraordinary Resolution, the alteration of currency of payment of the Notes or alteration of the manner of redemption of the Notes, any material modification to the Notes Collateral, any material modification to the certain items in the Priorities of Payment (as more fully described in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*"), a "**Basic Terms Modification**") must be approved by an Extraordinary Resolution (in respect of a Basic Terms Modification) of the Noteholders.

Other than a Basic Terms Modification, a modification in connection with an Accelerated Maturity Event, or a modification which expressly does not require holders' of the Notes approval, any other modification must be approved by an Extraordinary Resolution (in respect of matters other than a Basic Terms Modification) of the Noteholders.

The quorum at any Meeting for passing an Extraordinary Resolution in respect of any matter other than a Basic Terms Modification will be two or more persons bearing a voting certificate, form of proxy or other eligible instrument (as further described in Condition 13(d) ("*Meeting of Noteholders—Quorum*"), a "**Voter**"), in each case representing in aggregate more than 50 per cent. of the aggregate principal amount of the Notes then outstanding. The quorum at any Meeting for passing an Extraordinary Resolution in respect of a Basic Terms Modification will be two or more Voters representing in aggregate at least 75 per cent. of the aggregate principal amount of the Notes then outstanding. In addition, if a quorum is not satisfied at any meeting, lower quorum thresholds will apply at any meeting previously adjourned for want of quorum, as set out in Condition 13(d) ("*Meeting of Noteholders—Quorum*").

Any such Extraordinary Resolution may be adverse to any group of Noteholders or individual Noteholders. It should also be noted that amendments may still be effected and waivers may still be granted in respect of such provisions in circumstances where not all Noteholders agree with the terms thereof and any amendments or waivers once passed in accordance with the provisions of the Conditions and the Trust Deed will be binding on all such dissenting Noteholders.

The consent of holders of at least 50% of the aggregate principal amount of Notes then outstanding will be required to approve an Accelerated Maturity Event. However, the consent of the Noteholders in respect of an Accelerated Maturity Event will be validly given if made in accordance with the terms of the Maturity Consent Solicitation (as defined in Condition 6(f) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Accelerated Maturity Event*")), and need not comply with Schedule D ("*Provisions for Meetings of the Noteholders*") of the Trust Deed or any other provisions of the Trust Deed or the Conditions relating to an Extraordinary Resolution.

Additionally, certain amendments, modifications and waivers may be made without the consent of Noteholders, including amendments, among other things, which are (in the Issuer's determination) not materially prejudicial to the interests of the Noteholders, to (in the Issuer's determination) correct a manifest error, to give effect to Permitted Encumbrances (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")), and to give effect, or as otherwise reasonably required to allow for, the Transactions (including to give effect to an SCF Platform Addition or SCF Platform Replacement). Such amendments or modifications could be adverse to certain Noteholders.

Subject to the satisfaction of certain conditions precedent (including receipt of an officer's certificate and opinion of counsel furnished by the Issuer pursuant to the Trust Deed), the Notes Trustee or the Security Trustee, as applicable, shall be obliged to concur (without exercising its own discretion in respect of any such amendments or modification) with the Issuer in making any such amendments or modifications as described above; *provided that* the Notes Trustee and/or the Security Trustee, as applicable, shall not be obliged to agree to any modification which adversely affects its rights, duties, liabilities or immunities, or which, among other things, would have the effect of breaching any duty at law or any of its fiduciary duties or would expose it to any liability against which it has not been indemnified and/or secured to its satisfaction. While the Conditions and the Trust Deed contain detailed provisions governing modification of the Conditions, the Trust Deed, and the other Transaction Documents (including as described above), the consent of the Notes Trustee or Security Trustee, as applicable, may not be required for certain modifications of the other Transaction Documents (including modifications of other Transaction Documents to which the Notes Trustee or Security Trustee, as applicable, is not party or where the amendment provisions thereunder do not require the written consent of the Notes Trustee or Security Trustee, as applicable).

Reports provided by the Administrator will not be audited

The reports made available to Noteholders will be prepared by the Administrator, on behalf of the Issuer, in consultation with and based on certain information provided to it by the Obligors' Parent. Information in the reports will not be audited nor will reports include a review or opinion by a public accounting firm, other than as described under "*Summary of Principal Documents—New VM Financing Facility Agreement—Summary of New VM Financing Facility Agreement—Reporting Undertakings*".

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

The Issuer is incorporated under the laws of Ireland and does not have any assets in the United States. It is anticipated that some or all of the directors and officers of the Issuer will be non-residents of the United States

and that all or a majority of their assets will be located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or its respective directors and officers, or to enforce any judgments obtained in U.S. courts predicated upon civil liability provisions of the U.S. securities laws. In addition, the Issuer cannot assure you that civil liabilities predicated upon the federal securities laws of the United States will be enforceable in Ireland. See "*Listing and General Information—Enforceability of Judgments*".

Failure of a Court to enforce non–petition obligations will adversely affect Noteholders

Each Noteholder will agree, and each beneficial owner of Notes will be deemed to agree, pursuant to the Trust Deed, that it will be subject to non–petition covenants. If such provision failed to be enforceable under applicable bankruptcy laws, then the filing or presentation of such a petition could result in one or more payments on the Notes made during the period prior to such filing being deemed to be preferential transfers subject to avoidance by the bankruptcy trustee or similar official exercising authority with respect to the Issuer's bankruptcy estate. It could also result in the bankruptcy court, trustee or receiver liquidating the assets of the Issuer without regard to any votes or directions required for such liquidation pursuant to the Trust Deed and could result in any payments under the Notes made during the period prior to such presentation being deemed to be a fraudulent or improper disposition of the Issuer's assets.

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

The Additional Notes will be denominated and payable in pound sterling. If you measure your investment returns by reference to a currency other than pound sterling, an investment in the Additional Notes entails foreign exchange related risks due to, among other factors, possible significant changes in the value of 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 sterling against the currency by reference to which you measure your investment returns could cause a decrease in the effective yield of the Additional Notes below their stated coupon rates and could result in a loss to you when the return on the Additional 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 currency gains or losses from any investment in the Additional Notes.

Limited liquidity and restrictions on transfer (including pursuant to U.S. securities laws)

There is currently no pre-existing market for the Additional Notes. The Initial Purchasers may make a market for the Additional Notes, but are not obliged to do so, and any such market-making may be discontinued at any time without notice. There can be no assurance that any secondary market for any of the Additional Notes will develop or, if a secondary market does develop, that it will provide the Noteholders with liquidity of investment or that it will continue for the life of such Additional Notes. Consequently, a purchaser must be prepared to hold such Additional Notes for an indefinite period of time or until the Maturity Date. Where a market does exist, to the extent that an investor wants to sell Additional Notes, the price may, or may not, be at a discount from the outstanding principal amount thereof. In addition, no sale, assignment, participation, pledge or transfer of the Additional Notes may be effected if, among other things, it would require any of the Issuer or any of their officers or directors to register under, or otherwise be subject to the provisions of, the Investment Company Act or any other similar legislation or regulatory action. Furthermore, the Additional Notes will not be registered under the U.S. Securities Act or any U.S. state securities laws, and the Issuer has no plans, and is under no obligation, to register the Additional Notes under the U.S. Securities Act. Therefore, the Additional Notes may be transferred or resold only in transactions registered under, exempt from or not subject to the registration requirements of the U.S. Securities Act and all applicable state securities laws. The Additional Notes are subject to certain transfer restrictions and can be transferred only to certain transferees. See "*Plan of Distribution*" and "*Transfer Restrictions*" sections of this Offering Circular. It is your obligation to ensure that your offers and sales of Additional Notes comply with applicable law. Such restrictions on the transfer of the Additional Notes may further limit their liquidity.

The Additional 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 Notes in definitive registered form, or definitive registered notes, are issued in exchange for book-entry interests, owners of book-entry interests will not be considered owners or Noteholders. The common depository for Euroclear or Clearstream (or its nominee) will be the sole holder of the Global Notes. After payment to the common depository or the nominee (as the case may be), the Issuer will have no responsibility or liability for the payment of interest, principal or other amounts to the owners of book-entry interests. Accordingly, if you own a book-entry interest, you must rely on the procedures of Euroclear or Clearstream, as

applicable, and if you are not a participant in Euroclear or Clearstream, on the procedures of the participant through which you own your interest, to exercise any rights of a Noteholder, under the Trust Deed. See "*Book-Entry Clearance Procedures*" and "*Form of the Additional Notes*" found elsewhere in this Offering Circular.

Unlike the Noteholders themselves, owners of book-entry interests will not have the direct right to act upon the Issuer's solicitations for consents, requests for waivers or other actions from Noteholders. 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 Euroclear or Clearstream. There can be no assurance that procedures implemented for the granting of such proxies will be sufficient to enable you to vote on any request actions on a timely basis.

Similarly, upon the occurrence of an event of default under the Trust Deed, unless and until definitive registered notes are issued in respect of all book-entry interests, if you own a book-entry interest, you will be restricted to acting through Euroclear or Clearstream. The Issuer cannot assure you that the procedures to be implemented through Euroclear or Clearstream will be adequate to ensure the timely exercise of rights under the Additional Notes. See "*Book-Entry Clearance Procedures*" and "*Form of the Notes*" found elsewhere in this Offering Circular.

Withholding tax on the Notes

Although no withholding tax is currently imposed on payments of interest on the Notes (provided the Notes remain listed on a recognised stock exchange and held in a recognized clearing system for the purposes of section 64 of TCA 1997), there can be no assurance that the law will not change. In the event that any withholding tax or deduction for tax is imposed on payments of interest on the Notes by certain relevant jurisdictions, subject to certain exceptions, the Issuer will pay Additional Amounts so that the net amount a Noteholder receives is no less than that which such Noteholder would have received in the absence of such withholding or deduction. In the event that the Issuer is required to pay such Additional Amounts but the amount the Issuer receives from VMIH is less than the total amount of the Additional Amounts required to be paid by the Issuer to all Noteholders on the relevant interest payment date, the Issuer will only be required to account to each Noteholder for an Additional Amount equivalent to a pro rata proportion of such amount (if any) as is actually received by, or for the account of, the Issuer pursuant to the Expenses Agreement. See Condition 9 ("*Taxation*").

If there is a Tax Event, subject to certain conditions (including, among other things, that any and all Assigned Receivables are repaid by the Obligors or assigned (or agreed to be assigned) by the Issuer to another person, prior to the date of redemption, and that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of redemption), as further described in Condition 6(b) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption: Tax Event*"), the Issuer will, upon giving notice to the New VM Financing Facility Borrower that a Tax Event (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")) which cannot be cured has occurred or will occur, and in the event that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are then voluntarily prepaid by the New VM Financing Facility Borrower pursuant to Clause 7.2(a) ("*Voluntary Prepayment*") of the New VM Financing Facility Agreement, redeem the Notes in whole, but not in part. If the Issuer exercises such redemption right, it must pay the Noteholders a price equal to the principal amount of the Notes *plus* interest and other amounts (including any Additional Amounts), if any, to the date of redemption. See Condition 6(b) ("*Redemption, Purchase and Cancellation; Approved Exchange Offer—Early Redemption: Tax Event*").

The Notes could be treated as equity for U.S. federal income tax purposes, and in such case U.S. Holders may be subject to adverse tax consequences

The Issuer expects the Notes to be treated as debt and not as equity for U.S. federal income tax purposes; however no assurances can be given that the Issuer's position will not be successfully challenged by the U.S. Internal Revenue Service. If the Notes are treated as equity in the Issuer for U.S. federal income tax purposes, U.S. Holders would likely be subject to adverse tax consequences, including those under the passive foreign investment company ("**PFIC**") rules pursuant to which (i) all or a portion of any gain on a disposition of the Notes would be treated as ordinary income rather than capital gain, (ii) a deferred interest charge would apply to such gain and on certain distributions, which may include certain payments of stated interest, on the Notes and (iii) a U.S. Holder would be required to comply with certain reporting requirements.

For further discussion of the adverse U.S. federal income tax consequences if the Issuer is classified as a PFIC and the Notes are treated as equity, see "*Certain U.S. Federal Income Tax Considerations*".

ERISA and other employee benefit plan considerations

Each acquirer and each transferee of an Additional Note or any interest therein will be deemed to have represented, warranted and agreed at the time of its acquisition and throughout the period that it holds such Additional Note or any interest therein that it is not, and is not acting on behalf of (and for so long as such acquirer or transferee holds such Additional Note or any interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor (as defined under "*Certain ERISA Considerations*") or an employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to any Similar Laws (as defined under "*Certain ERISA Considerations*"), and no part of the assets used by it to acquire or hold any Additional Note or any interest therein constitutes the assets of any Benefit Plan Investor or any such employee benefit plan. See "*Certain ERISA Considerations*" for more details.

An active trading market may not develop or be maintained for the Additional Notes and the price of the Additional Notes may fluctuate.

Following the issuance of the Additional Notes, the Issuer intends to make an application for listing on the Official List of Euronext Dublin and for admission to trading on its Global Exchange Market, but it cannot assure you that the Additional Notes will become or remain listed. If the Issuer can no longer maintain the listing on the Official List of Euronext Dublin or it becomes unduly burdensome to make or maintain such listing (for the avoidance of doubt, the preparation of financial statements in accordance with the International Financial Reporting Standards or any accounting standard other than U.S. GAAP and any other standard pursuant to which Virgin Medial prepares its financial statements shall constitute such undue burden), the Issuer may cease to make or maintain such listing on the Official List of Euronext Dublin, provided that the Issuer will use all reasonable efforts to obtain and maintain the listing of the Additional Notes on another stock exchange for (which may be a stock exchange that is not regulated by the E.U.), although there can be no assurance that the Issuer will be able to do so. Notwithstanding the foregoing, the Issuer may, at its sole option at any time, without the consent of the holders of the Additional Notes or the Notes Trustee, de-list the Additional Notes from any stock exchange, for the purposes of moving the listing of such Additional Notes to the Official List of The International Stock Exchange.

Not a bank deposit

Any investment in the Additional Notes does not have the status of a bank deposit in Ireland and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland. The Issuer is not regulated by the Central Bank of Ireland by virtue of the issuance of the Additional Notes. In addition, the Additional Notes do not represent interests in or obligations of any person or entity other than the Issuer and are not insured or guaranteed by any person or entity or any governmental or private insurer.

Virgin Media or its subsidiaries may incur additional indebtedness prior to, or within a short time period following, the Issue Date of the Additional Notes, which indebtedness could increase Virgin Media's leverage and may have terms that are more or less favorable than the terms of the Additional Notes and Virgin Media's other existing indebtedness

Virgin Media or its subsidiaries may incur substantial additional debt, including in connection with a refinancing of our existing debt, to fund any future acquisition or for general corporate purposes. In connection with its financial strategy, Virgin Media continually evaluates different financing alternatives, and may decide to enter into new credit facilities, access the debt capital markets or incur other indebtedness from time to time, including following the consummation of this offering and prior to, or within a short time period following, the Issue Date of the Additional Notes. Any such offering or incurrence of debt will be made at Virgin Media's election or the election of its relevant subsidiaries, and if such debt is in the form of securities, would be offered and sold pursuant to, and on the terms described in, a separate offering memorandum. The interest rate with respect to any such additional debt will be set at the time of the pricing or incurrence of such debt and may be less than or greater than the interest rate applicable to the Notes and Virgin Media's existing debt, including, in the case of a refinancing, the debt that is being refinanced, which would have a corresponding effect on its cash interest expense on a pro forma basis. In addition, the maturity date of any such additional debt will be set at the time of pricing or incurrence of such debt and may be earlier or later than the maturity date of the Notes and Virgin Media's existing debt. The other terms of such additional debt would be as agreed with the relevant lenders or holders thereof and could be more or less favorable than the terms of the Notes or Virgin Media's existing indebtedness. There can be no assurance that Virgin Media's subsidiaries will elect to raise any such additional debt or that any effort to raise such debt will be successful, and there can be no assurance as to the timing of such offering or incurrence, the amount or terms of any such additional debt. If Virgin Media or its subsidiaries incur new debt in addition to its current debt, the related risks that we now face, even in a refinancing transaction, as described above and elsewhere in these "*Risk Factors*" or incorporated by reference herein, could intensify.

Risks Relating to the Receivables and the SCF Platform

Receivables—payment, deduction and set-off risk

The principal risk associated with the Assigned Receivables is the risk of payment default by the Obligors. A payment default could delay the payment of interest on the Notes on the date such interest is due, as well as the return of principal in respect of the Notes beyond the Maturity Date and/or impair the amount of such return.

In order to constitute a VM Account Receivable, a Receivable must arise under an agreement pursuant to which the relevant Obligor has agreed not to assert any right of set-off, counterclaim or deduction save those that have been specified in a Credit Note allocated to the relevant Receivable (which in turn will reduce the corresponding Payment Obligation that will arise following the relevant SCF Transfer) (though Credit Notes may not be allocated to any Approved Platform Receivable following an SCF Transfer). Depending on the jurisdiction of the relevant Obligor or the Platform Provider, such exclusion might not be effective in a liquidation or administration of such Obligor or the Platform Provider and mandatory set-off might be required. Furthermore, VM Accounts Receivable are purchased by the Issuer at a price calculated after taking full account of any amounts specified in any Credit Note (if any) allocated to the relevant Receivable (and corresponding Payment Obligation following an SCF Transfer). In addition, the Platform Provider has also agreed to make and calculate all payments to the Issuer without (and free and clear of any deduction for) set-off or counterclaim, unless specifically provided for under the Framework Assignment Agreement.

Reliance on representations and warranties

The Issuer will purchase VM Accounts Receivable from the Platform Provider in reliance on representations and warranties of the Obligors' Parent and the Platform Provider in the Framework Assignment Agreement. The Issuer will not carry out any independent investigation of the VM Accounts Receivable to be purchased. The rights of the Issuer under these representations and warranties are charged in favour of the Security Trustee under the Trust Deed.

The transfer of VM Accounts Receivable under the Framework Assignment Agreement takes place only under equity until an Obligor Enforcement Notification is given to the Obligors

Pursuant to the terms of the Framework Assignment Agreement and notwithstanding that the Obligors' Parent gives certain representations relating to the VM Accounts Receivable pursuant to the terms of the Framework Assignment Agreement, the Issuer may not serve (or cause or permit to be served) an Obligor Enforcement Notification prior to the occurrence of (i) a failure by the relevant Obligor to pay any Payment Obligation in full to the Platform Provider on the date such payment was due (taking into account any applicable grace period under the APMSA), (ii) a specified insolvency event in respect of any Obligor, (iii) a breach of the representations and warranties of the Obligors' Parent with respect to the eligibility of the VM Accounts Receivable, which is not capable of remedy (or if such breach is capable of remedy, is not remedied within five Business Days of notice) (each such event in (i) to (iii), a "**Buyer Event of Default**"), or (iv) a specified insolvency event in respect of the Platform Provider. Accordingly, on each Assignment Date (as defined in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*"), an assignment by the Platform Provider to the Issuer of a VM Account Receivable pursuant to the Framework Assignment Agreement will take place by way of an equitable assignment.

Under the terms of the Framework Assignment Agreement (see "*Summary of Principal Documents—Framework Assignment Agreement*" below for a summary of the principal terms of the Framework Assignment Agreement), the Platform Provider will represent and warrant, immediately prior to each Assignment Date, *inter alia*, that it is entitled to assign the relevant Payment Obligations pursuant to the terms of the Framework Assignment Agreement, and that it has not assigned, transferred or otherwise disposed of, or created any encumbrance or security interest over, such VM Accounts Receivable. Furthermore, the Obligors' Parent will also represent and warrant, pursuant to the terms of the Framework Assignment Agreement on each Assignment Date, *inter alia*, that the VM Accounts Receivable are capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement so that on purchase the Issuer will receive good title, and that the VM Accounts Receivable are due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors.

Notwithstanding the representations and warranties provided by the Obligors' Parent and the Platform Provider, until an Obligor Enforcement Notification is given to the Obligors and the assignment is otherwise

elevated to a full legal assignment in accordance with the terms of the Framework Assignment Agreement, the Issuer would not take priority over any interest of a later encumbrancer or transferee of the legal title to the Platform Provider's rights who had no notice of the transfer to the Issuer. This may materially and adversely affect the Issuer's ability to make payments under the Notes.

Commingling of amounts due to the Issuer in the SCF Bank Account may delay or reduce payments on the Notes

Until an Obligor Enforcement Notification is given to the Obligors, each Obligor will discharge its payment obligations under the Assigned Receivables by making payment to the Platform Provider's SCF Bank Account.

The APMSA provides that any of the Obligors (which, as used in this paragraph only, includes reference to the Obligors' Parent, the eligible Subsidiary Obligors and/or the Excluded Buyer, as the context may require) (or LGC on its behalf) or VMIH may upload an Electronic Data File containing details of a Receivable of an approved supplier onto the SCF Platform. At the time the Platform Provider makes payment to a supplier in respect of an "approved" Receivable, a Payment Obligation, whereby an independent and primary obligation by VMIH and the Obligors (jointly and severally) to make payment or cause payment to be made in respect such approved Receivable will arise in respect of such Receivable. The Excluded Buyer will not be an eligible Obligor under the Framework Assignment Agreement on and following the Issue Date, and therefore, none of the Assigned Receivables will be owed by it. Prior to the service of an Obligor Enforcement Notification, such payments will be made by the Obligors to the Platform Provider's SCF Bank Account to satisfy the Payment Obligation comprising an Assigned Receivable on the relevant Confirmed Payment Date; the Obligors will also make payments to the SCF Bank Account to satisfy Payment Obligations owing to other Relevant Recipients (who are not the Issuer) participating in the SCF Platform. In turn, the Platform Provider will act as collection agent for the Issuer pursuant to the terms of the Framework Assignment Agreement, and has agreed to pay each amount received in respect of an Assigned Receivable into the relevant Issuer Transaction Account (although the Platform Provider may validly retain and reinvest certain amounts on the Issuer's behalf, see "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*") and to notify the Issuer as soon as reasonably practicable if all or any part of an Assigned Receivable is not paid in full on the date such payment was due (taking into account any applicable grace period under the APMSA).

Therefore, any amounts that are paid by the Obligors into the SCF Bank Account in connection with the settlement of Assigned Receivables are at risk of being commingled with other funds paid by the Obligors into the same account in connection with the settlement of Payment Obligations owing to other Relevant Recipients. If cash collected upon the settlement of Assigned Receivables and due to the Issuer is commingled with other funds (including funds due to other Relevant Recipients) in the SCF Bank Account, it may not be traceable, such that upon the insolvency of any of the Obligors, it may be impossible to separate the amounts due to the Issuer from amounts due to other creditors of the Obligors (including other Relevant Recipients). If there is a shortfall in the amounts necessary to satisfy the claims of all creditors in such an event, this may reduce amounts available to pay Noteholders.

Reliance on the Platform Provider acting as paying agent for the Obligors and as collection agent for the Issuer under the SCF Platform Documents and the Framework Assignment Agreement may lead to a loss on the Notes

Pursuant to the terms of the Accounts Payable Management Services Agreement, the Obligors authorize the Platform Provider to act as paying agent with respect to transactions executed on the SCF Platform. On the Confirmed Payment Date for a VM Account Receivable, the Platform Provider will debit the SCF Bank Account for the amount collected from the relevant Obligor in connection with the settlement of such VM Account Receivable, and will forward such amounts to the Issuer or such other participating funding provider that purchased the VM Account Receivable.

The Platform Provider, acting as paying agent for the Obligors pursuant to the Accounts Payable Management Services Agreement and as collection agent for the Issuer under the Framework Assignment Agreement, must make payments to the Issuer net of any deduction or withholding required to be made from such payments by any law, regulation or practice, and the Issuer will bear the risk of such deduction or withholding. Moreover, save in the case of breach of contract, gross negligence or wilful misconduct, the Platform Provider is not: (a) responsible for any loss or liability arising out of its failure, owing to causes outside its control (such as, but not limited to, the imposition of foreign exchange restrictions or any act or omission of

any Obligor) to remit to the Issuer any amount due to it under the Framework Assignment Agreement or any Assignment Framework Note; or (b) liable to remit to the Issuer any amount greater than the amount actually collected from an Obligor in connection with the settlement of an Assigned Receivable, notwithstanding the fact that such amount may be less than the Certified Amount due and payable. Additionally, where any amount is owed by an Obligor in respect of an Assigned Receivable, the Platform Provider is not obliged to pay any part of such amount to the Issuer until it has been able to establish to its satisfaction that it has actually received such amount from the Obligor. In connection therewith, the Platform Provider benefits from a clawback provision in the Framework Assignment Agreement which provides that, save for the Platform Provider's gross negligence or wilful misconduct, if at any time (including after termination of the Framework Assignment Agreement) the Platform Provider pays an amount to the Issuer which the Platform Provider either did not actually receive or is required to return to the relevant Obligor or any third party by operation of mandatory rules of law, then the Issuer must, on demand, refund such amount to the Platform Provider, together with interest (if any) accrued thereon from the date which is five Business Days following the date of demand to the date of refund.

Any of the circumstances described above may result in a delay in payments to Noteholders under the Notes or permanent reduction in amounts available to pay Noteholders under the Notes.

Exposure to credit risk of the Platform Provider

As of the Issue Date, the Platform Provider pursuant to the terms of the Framework Assignment Agreement and the SCF Platform Documents will be ING Bank N.V., an entity incorporated under the laws of the Netherlands with registered number 33031431 and acting through its office at Bijlmerplein 888, 1102 MG Amsterdam, the Netherlands, and which, in its ordinary course of business, provides wholesale banking services (including trade receivables finance products such as the SCF Platform through which it assigns Payment Obligations (and, where applicable, the related Receivables) to various participating funders, including the Issuer).

Pursuant to the Framework Assignment Agreement, the Issuer agrees to allow the Platform Provider to retain, on the Issuer's behalf (for a specified period), certain amounts which would otherwise be due to the Issuer. This arrangement provides the Platform Provider with additional liquidity to purchase, on the Issuer's behalf, further VM Accounts Receivable as and when they become available on the SCF Platform; it also enhances operational efficiency by minimizing unnecessary or redundant payment flows between the Issuer and the Platform Provider. In exchange, the Platform Provider agrees to pay interest on certain of these retained amounts, which accrues on a daily basis at the Reference Rate, for the period of retention. The Framework Assignment Agreement also permits the Platform Provider to hold certain other funds (which would otherwise be due to the Issuer) for a fixed period of time, without accruing interest, and such funds may or may not be applied for the Issuer's benefit towards further purchases of VM Accounts Receivable. For more information on the forms of liquidity provided by the Issuer to the Platform Provider to purchase VM Accounts Receivable on the Issuers' behalf under the Framework Assignment Agreement, see "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*" found elsewhere in this Offering Circular.

The Issuer will, therefore, be exposed to the credit risk related to the Platform Provider as counterparty to the Framework Assignment Agreement to the extent of the cash of the Issuer held by the Platform Provider. If the credit quality of the Platform Provider deteriorates, it may default on its obligation to make payments thereunder. In the event of the insolvency of the Platform Provider, the Issuer will be treated as a general creditor of the Platform Provider, and may not be able to recover any of its funds held thereby. Furthermore, there may be practical impediments or timing delays associated with enforcement of the Issuer's rights against the Platform Provider in the case of its insolvency. A failure by the Platform Provider to make payment when due to the Issuer of any relevant funds it holds, together with, if applicable, any interest accrued thereon, would reduce the funds available to the Issuer to perform its obligations, which could result in a reduction or delay in payments on the Notes.

In the event of a Ratings Trigger Event, the Issuer will deliver a notice of termination under the Framework Assignment Agreement, and will not be obliged to fund further purchases of VM Accounts Receivable (to the extent an Assignment Notice has not been served or deemed to have been served in respect thereof prior to the date of service of the notice of termination).

The short term, unsecured, unguaranteed and unsubordinated debt obligations of ING Bank N.V. are rated "F1" by Fitch, "P-1" by Moody's and "A-1" by S&P. The long term, unsecured, unguaranteed and unsubordinated debt obligations of ING Bank N.V. are rated "A+" by Fitch, "Aa3" by Moody's and "A" by S&P.

In the case of an SCF Platform Addition or an SCF Platform Replacement, which may be established without the consent of the Noteholders, a different entity may be appointed as Platform Provider and such appointment does not require the consent of Noteholders. There can be no assurance on the level of exposure to the credit risk of such new or replacement Platform Provider.

The Framework Assignment Agreement may be terminated without the consent of the Issuer or the Noteholders

The Issuer depends on its rights under the Framework Assignment Agreement to access the SCF Platform and to purchase eligible VM Accounts Receivable, the repayment of which at a premium (in conjunction with certain payments from VMIH pursuant to the New VM Financing Facility Agreement) allows the Issuer to service its obligations under the Notes. Further, the Issuer has no control over how frequently the VM Accounts Receivables will be offered to it for purchase under the Framework Assignment Agreement, and there is no minimum number of Assignment Framework Notes or sale of VM Accounts Receivables under the Framework Assignment Agreement. Under its terms, the Framework Assignment Agreement and/or any Assignment Framework Note thereunder may be terminated by the Platform Provider, without the consent of the Issuer or the Noteholders, upon provision of 10 Business Days' prior written notice to the Issuer, *provided that* the effective date of such termination shall not be earlier than the effective date of termination of the APMSA. The Platform Provider may also terminate the Framework Assignment Agreement and/or any Assignment Framework Note with immediate effect upon the occurrence of certain events, including a breach of material obligations of the Obligors' Parent (subject to a 30 days grace period), a material breach of the representation and warranties of the Obligors' Parent (subject to a 30 days grace period), or if a specified insolvency event has occurred in respect of the Obligors' Parent. Termination of the Framework Assignment Agreement shall preclude the service of further Assignment Notices, thus preventing the Issuer from purchasing further VM Accounts Receivable, in which case the Issuer would be dependent upon (i) the repayment of any Assigned Receivables outstanding prior to such termination and (ii) payments from VMIH pursuant to the New VM Financing Facility Agreement to fund interest payments on the Notes. Upon repayment of any outstanding Assigned Receivables, funding of payments on the Notes would no longer benefit from the purchase and repayment of VM Accounts Receivable. In such case the Issuer would be entirely dependent upon payments by VMIH to which the Issuer is entitled under the New VM Financing Facility Agreement (including any Shortfall Payments) and Expenses Agreement to fund payments under the Notes. See "*—The Issuer is an unaffiliated special purpose financing company which will depend on payments in respect of the Assigned Receivables and under the Framework Assignment Agreement, the New VM Financing Facility Agreement and the Expenses Agreement to provide it with funds to meet its obligations under the Additional Notes*" and "*—Limited recourse obligations*".

Reliance on third parties

Each of the Notes Trustee, the Security Trustee and the Issuer is a party to arrangements with a number of other third parties that have agreed to perform certain services in relation to the VM Accounts Receivable and the New VM Financing Facility Agreement, as further described in "*Summary of Principal Documents—Agency and Account Bank Agreement*" included elsewhere in this Offering Circular. For example, the Administrator has agreed to provide certain portfolio administration and calculation services, the Account Bank has agreed to provide certain cash management services and the Paying Agent has agreed to provide payment services, in each case either itself or through its delegates, in respect of the VM Accounts Receivable and New VM Financing Facility Loans under the Agency and Account Bank Agreement. Each of the Notes Trustee, the Security Trustee and the Issuer will rely on the relevant third party or its delegate to exercise the rights and carry out the obligations under the Agency and Account Bank Agreement. In the event that any relevant third party or its delegate fails to perform its obligations under the respective agreement, the Notes may be adversely affected. For example, disruptions in the duties of the Administrator, which may be caused by the failure to appoint a successor or the failure of the Administrator to carry out its services, could lead to a loss on the Notes. Each of the Issuer and the Security Trustee may, from time to time, become subject to regulatory or other requirements that may require it to appoint additional third parties (or increase the level of responsibility of an existing third party) to provide relevant services and/or incur additional costs and expenses to enable it to comply with such regulatory requirements. The Issuer and the Security Trustee, as the case may be, could be in breach of regulatory requirements or otherwise adversely affected if they were unable to find a third party to provide the relevant services or perform them themselves. Moreover, such regulatory requirements may give rise to additional costs and expenses for the affected entity which would be payable prior to payments with respect to the Notes and thereby reduce amounts available to make such payments under the Notes.

Termination of the Administrator may cause disruptions in processes that could affect the timeliness of payments on the Notes

If the appointment of The Bank of New York Mellon, London Branch as Administrator is terminated under the terms of the Agency and Account Bank Agreement, it will be necessary for the Issuer to appoint a successor to undertake the obligations of the Administrator. See "*Summary of Principal Documents—Agency and Account Bank Agreement*" for a description of the circumstances in which termination of the Administrator may occur and the consequences of such termination. The transfer to a new Administrator may create disruptions in processes that could cause delays in the payments received by the Issuer and, ultimately, in payments due on the Additional Notes.

Investment Company Act

Restrictions on Ownership of Notes and the Investment Company Act

The Issuer has not registered with the SEC as an investment company pursuant to the Investment Company Act, in reliance on the exception contained in Section 3(c)(7) of the Investment Company Act. Section 3(c)(7) of the Investment Company Act provides that an entity will not be within the statutory definition of "investment company" so long as (a) such entity's outstanding securities are beneficially owned by U.S. residents that are "qualified purchasers" at the time of acquisition of such securities and (b) such entity does not make, or propose to make, a public offering of its securities in the United States. In some cases persons who would not otherwise be deemed to be qualified purchasers can own securities of the entity, such as "knowledgeable employees" of the entity and certain transferees identified in Rules 3c-5 and 3c-6 under the Investment Company Act. In addition, resales of the Additional Notes in a transaction exempt from the registration requirements under the U.S. Securities Act, as the case may be, are restricted as described under "*Transfer Restrictions*".

No opinion or no-action position has been requested of the SEC with respect to the status of the Issuer as an investment company under the Investment Company Act. Because the Issuer will not be registered with the SEC as an investment company, investors in the Issuer will not be afforded the protections of the 1940 Act.

If the SEC or a court of competent jurisdiction were to find that the Issuer is required, but in violation of the Investment Company Act, had failed, to register as an investment company, possible consequences include, but are not limited to, the following: (i) the SEC could apply to a district court to enjoin the violation; (ii) investors in the Issuer could sue the Issuer and recover any damages caused by the violation of the registration requirement of the Investment Company Act; and (iii) any contract to which the Issuer is party that is made in violation of the Investment Company Act or whose performance involves such violation would be unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than non-enforcement and would not be inconsistent with the purposes of the Investment Company Act. In addition, such a finding would constitute an Issuer Event of Default under the Conditions. Should the Issuer be subjected to any or all of the foregoing, the Issuer would be materially and adversely affected.

If the Issuer determines that a purchaser of the Additional Notes that is a U.S. person was not a Qualified Purchaser at the time of its acquisition of the Additional Notes, the Issuer will have the right, at its option, to require such person to dispose of its Additional Notes to a person or entity that is qualified to hold the Additional Notes immediately upon receipt of a notice from the Issuer that the relevant purchaser was not a Qualified Purchaser.

Irish Law

The Issuer is subject to risks, including the location of its centre of main interest ("**COMI**"), the appointment of examiners, claims of preferred creditors and floating charges.

Centre of main interest

The Issuer has its registered office in Ireland. Under Regulation (EU) No. 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (recast) (the "**Recast E.U. Insolvency Regulation**"), the Issuer's COMI is presumed to be the place of its registered office (i.e. Ireland) in the absence of proof to the contrary and provided that the Issuer did not move its registered office within the three months prior to a request to open insolvency proceedings.

As the Issuer's COMI is presumed to be Ireland, any main insolvency proceedings in respect of the Issuer would fall within the jurisdiction of the courts of Ireland. As to what might constitute "proof to the contrary" regarding the location of a company's COMI, the key decision is that in *Re Eurofood IFSC Ltd* ([2004] 4 IR 370 (Irish High Court); [2006] IESC 41 (Irish Supreme Court); [2006] Ch 508; ECJ Case C-341/04 (European Court of Justice)), given in respect of the equivalent provision in the previous EU Insolvency Regulation (Regulation (EC) No. 1346/2000). In that case, on a reference from the Irish Supreme Court, the European Court of Justice concluded that "*factors which are both objective and ascertainable by third parties*" would be needed to demonstrate that a company's actual situation is different from that which the location of its registered office is deemed to reflect. For instance, if a company with its registered office in Ireland does not carry on any business in Ireland that could rebut the presumption that the company's COMI is in Ireland. However, if a company with its registered office in Ireland does carry on business in Ireland, the fact that its economic choices are controlled by a parent undertaking in another jurisdiction would not, of itself, be sufficient to rebut the presumption.

As the Issuer has its registered office in Ireland, has Irish directors, is registered for tax in Ireland and has retained an Irish corporate services provider, the Issuer does not believe that factors exist that would rebut the presumption that its COMI is located in Ireland, although this would ultimately be a matter for the relevant court to decide based on the circumstances existing at the time when it was asked to make that decision. If the Issuer's COMI was found to be in another E.U. jurisdiction and not in Ireland, main insolvency proceedings would be opened in that jurisdiction instead.

Examinership

Examinership is a court moratorium/protection procedure which is available under Irish company law to facilitate the survival of Irish companies in financial difficulties. Where a company, which has its COMI in Ireland is, or is likely to be, unable to pay its debts an examiner may be appointed on a petition to the relevant Irish court under Section 509 of the Irish Companies Act 2014. The Issuer, the directors of the Issuer, a contingent, prospective or actual creditor of the Issuer, or shareholders of the Issuer holding, at the date of presentation of the petition, not less than one–tenth of the paid-up voting share capital of the Issuer are each entitled to petition the court for the appointment of an examiner to the Issuer.

The examiner, once appointed, has the power to halt, prevent or rectify acts or omissions, by or on behalf of the company after his appointment and, in certain circumstances, negative pledges given by the company prior to his appointment will not be binding on the company. Furthermore, where proposals for a scheme of arrangement are to be formulated, the company may, subject to the approval of the court, affirm or repudiate any contract under which some element of performance other than the payment remains to be rendered both by the company and the other contracting party or parties.

During the period of protection, the examiner will compile proposals for a compromise or scheme of arrangement to assist in the survival of the company or the whole or any part of its undertaking as a going concern. A scheme of arrangement may be approved by the relevant Irish court when a minimum of one class of creditors, whose interests are impaired under the proposals, has voted in favour of the proposals and the relevant Irish court is satisfied that such proposals are fair and equitable in relation to any class of members or creditors who have not accepted the proposals and whose interests would be impaired by implementation of the scheme of arrangement and the proposals are not unfairly prejudicial to any interested party.

The fact that the Issuer is a special purpose entity and that all its liabilities are of a limited recourse nature means that it is unlikely that an examiner would be appointed to the Issuer.

If however, for any reason, an examiner were appointed while any amounts due by the Issuer under the Notes were unpaid, the primary risks to the Noteholders are as follows:

- the Notes Trustee, acting on behalf of the Noteholders, and the Security Trustee would not be able to enforce certain rights against the Issuer during the period of examinership (including the right of the Security Trustee to enforce the Notes Collateral);
- a scheme of arrangement may be approved involving the writing down of the debt due by the Issuer to the Noteholders irrespective of the Noteholders' views;
- the potential for the examiner to seek to set aside any negative pledge prohibiting the creation of security or the incurring of borrowings by the Issuer to enable the examiner to borrow to fund the Issuer during the protection period; and

- in the event that a scheme of arrangement is not approved and the Issuer subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Issuer and approved by the relevant Irish court) will take priority over the moneys and liabilities which from time to time are or may become due, owing or payable by the Issuer under the Notes.

Fixed and floating charges

Under Irish law, there are a number of ways in which fixed charge security has an advantage over floating charge security. These include: (a) they have weak priority against purchasers (who are not on notice of any negative pledge contained in the floating charge) and the chargees of the assets concerned and against lien holders, execution creditors and creditors with rights of set-off; (b) they rank after certain preferential creditors, see below; (c) they rank after certain insolvency remuneration expenses and liabilities; (d) the examiner of a company has certain rights to deal with the property covered by the floating charge and (e) they rank after fixed charges

Under Irish law, for a charge to be characterised as a fixed charge, the charge holder is required to exercise the requisite level of control over the assets purported to be charged and the proceeds of such assets including any bank account into which such proceeds are paid. There is a risk therefore that even a charge which purports to be taken as a fixed charge may take effect as a floating charge if a court deems that the requisite level of control was not exercised. Depending upon the level of control actually exercised by the Issuer, there is therefore a possibility that the fixed security purported to be created by Trust Deed would be regarded by the Irish courts as a floating charge.

Preferred creditors

If the Issuer becomes subject to an insolvency proceeding and the Issuer has obligations to creditors that are treated under Irish law as creditors that are senior relative to the Noteholders, the Noteholders may suffer losses as a result of their subordinated status during such insolvency proceedings. In particular:

- under Irish law, the claims of creditors holding fixed charges may rank behind other creditors (namely fees, costs and expenses of any examiner appointed (including any borrowings made by an examiner to fund the company's requirements for the duration of his appointment)and certain capital gains tax liabilities) and, in the case of fixed charges over book debts, may rank behind claims of the Irish Revenue Commissioners for "pay-as-you-earn", pay related social insurance, local property tax and any tax imposed in conformity with the Council Directive of November 28, 2006 on the common system of value added tax (EC Directive 2006/112) and any other tax of a similar fiscal nature substituted for, or levied in addition to such tax whether in the E.U., or elsewhere in any jurisdiction together with any interest and penalties thereon ("**VAT**"); and
- in an insolvency of the Issuer, the claims of certain other creditors (including the Irish Revenue Commissioners for certain unpaid taxes), as well as those of creditors mentioned above, will rank in priority to claims of unsecured creditors and claims of creditors holding floating charges, including those charges that purport to be created as a fixed charge but take effect as a floating charge (see " *—Fixed and floating charges*" above).

USE OF PROCEEDS

The Issuer expects that the net proceeds from the issuance of the Notes, together with any upfront payments payable by VMIH under the New VM Financing Facility Agreement, will be approximately £398.0 million and will be used by the Issuer (i) to finance the purchase of VM Accounts Receivable (including the Block Transfer and the 2018 Block Transfer) pursuant to the Framework Assignment Agreement and (ii) to fund the New VM Financing Facility Loans under the New VM Financing Facility Agreement, as further described below.

To the extent that there are not sufficient VM Accounts Receivable available for purchase on the first Value Date falling on or after the Issue Date, the Issuer will advance any excess proceeds from the issuance of the Additional Notes to the New VM Financing Facility Borrower as Excess Cash Loans under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement. It is expected that the Issuer will complete the Block Transfer and the 2018 Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. On the Issue Date, the Issuer will also fund an Issue Date Facility Loan in a principal amount equal to the Subscription Proceeds under the Issue Date Facility to VMIH, pursuant to the New VM Financing Facility Agreement.

DESCRIPTION OF THE ISSUER

General

The Issuer, Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company), was incorporated as a designated activity company in Ireland with registered number 669525 on April 9, 2020 pursuant to the Irish Companies Act 2014 (as amended). The registered office of the Issuer is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland and its telephone number is +353 1 6146240. The Issuer was incorporated for an indefinite duration and has no other commercial name.

The authorized share capital of the Issuer is £101,000,000 divided into 1,000,000 ordinary shares of £1.00 each, plus 100,000,000 Class B, non-voting, non-dividend bearing shares of £1.00 each. The Issuer has issued 1 ordinary share of £1.00 and will issue an amount of Class B, non-voting, non-dividend bearing shares of £1.00 each equal to the Minimum Issuer Capitalization Amount (the "**Issue Date Shares**", together with the Existing Share, the "**Shares**"), if any, in connection with the offering of the Notes, which are and will be, respectively, fully paid up and held by the Share Trustee under the terms of the Declaration of Trust. Pursuant to the Declaration of Trust, the Share Trustee holds the Shares on trust for certain charities and charitable institutions according to the terms of the Declaration of Trust until the Termination Date (as defined in the Declaration of Trust) and may not dispose or otherwise deal with the Shares for so long as there are any Notes outstanding. The holder of the ordinary share will have the ability to elect directors of the Issuer and may be able to take certain other actions permitted by shareholders under the Constitution of the Issuer. Neither Virgin Media nor any of its subsidiaries owns directly or indirectly any of the share capital of the Issuer. With the exception of the Share Trustee pursuant to the Issue Date Arrangements Agreement, no person has been granted the right to subscribe for any share capital of the Issuer.

TMF Administration Services Limited (the "**Corporate Servicer**"), an Irish company, acts as the corporate services provider for the Issuer. The office of the Corporate Servicer serves as the general business office of the Issuer. Through the office and pursuant to the terms of the corporate services agreement entered into on or before the Issue Date (the "**Corporate Administration Agreement**") between the Issuer and the Corporate Servicer, the Corporate Servicer performs various management functions on behalf of the Issuer, including the provision of certain clerical, reporting, accounting, administrative and other services until termination of the Corporate Administration Agreement. In consideration for the foregoing, the Corporate Servicer receives various fees and other charges payable by the Issuer at rates agreed upon from time to time plus expenses. The terms of the Corporate Administration Agreement provide that either party may terminate the Corporate Administration Agreement upon the occurrence of certain stated events, including any material breach by the other party of its obligations under the Corporate Administration Agreement which is either incapable of remedy or which is not cured within 30 days from the date on which it was notified of such breach. In addition, either party may terminate the Corporate Administration Agreement at any time by giving not less than two months' written notice to the other party. The termination of the Corporate Servicer becomes effective only upon the appointment by the Issuer of a successor corporate servicer. The Corporate Administration Agreement will contain standard limited recourse and non-petition provisions with respect to the Issuer.

The Corporate Servicer's principal office is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

Business

The principal objects of the Issuer are set forth in Article 3 of its Constitution and include, *inter alia*, the power to issue securities and to raise or borrow money, to grant security over its assets for such purposes, to lend with or without security and to enter into derivative transactions. Cash flow derived from the Assigned Receivables, repayments made in respect of the New VM Financing Facility Loans drawn, as well as Shortfall Payments made, under the New VM Financing Facility Agreement and payments under the Expenses Agreement will be the Issuer's only sources of funds to fund payments in respect of the Notes.

So long as any of the Notes are outstanding, the Issuer will be subject to the restrictions set out in the Conditions and in the Trust Deed. In particular, the Issuer has undertaken not to carry out any business other than issuing the Notes (and any further notes as permitted by the Trust Deed), acquiring, holding and disposing of the VM Accounts Receivable, funding the New VM Financing Facility Loans and making payments under the New VM Financing Facility Agreement and Expenses Agreement, or otherwise carrying out its obligations in

accordance with the Transaction Documents to which it is party, and exercising the rights and performing the obligations under each such agreement and all other transactions incidental thereto. The Issuer will not have any substantial liabilities other than in connection with the Notes (and any further notes permitted by the Trust Deed) and any secured obligations. The Issuer will not have any subsidiaries and, save in respect of the proceeds of the Issuer's issued share capital and the amounts standing to the credit of the Issuer Profit Account as contemplated by the Transaction Documents, the Issuer will not be able to accumulate any surpluses.

The Issuer has, and will have, no material assets other than the Assigned Receivables held from time to time, the balances standing to the credit of the Issuer Transaction Accounts and the benefit of the Transaction Documents to which the Issuer is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including the New VM Financing Facility Agreement, the Expenses Agreement, the Issue Date Arrangements Agreement and the Framework Assignment Agreement), such fees (as agreed) payable to it in connection with the issue of the Notes, the sum of £1.00 representing the proceeds of its issued and paid up ordinary share capital which is held in the Issuer Profit Account, and the remainder of the amounts standing to the credit of the Issuer Profit Account. The only assets of the Issuer available to meet claims of the Noteholders and the other Secured Parties are the assets comprising the Notes Collateral.

The Notes (and any further notes as permitted by the Trust Deed) are obligations of the Issuer alone and are not the obligations of, or guaranteed in any way by, the Directors, the company secretary of the Issuer, the Share Trustee, any of the other parties to the Transaction Documents or any Obligor.

Directors and Company Secretary

The Issuer's Constitution provides that the board of directors of the Issuer will consist of at least two directors.

The Directors of the Issuer as at the date of this Offering Circular are Jane McCullough and Romira Hoxana. The business address of the Directors is 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. The Directors of the Issuer may engage in other activities and have other directorships. None of the Directors of the Issuer has any actual or potential conflict between their duties to the Issuer and their private interest or other duties.

The company secretary is TMF Administration Services Limited of 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

Business Activity

The Issuer has not previously carried on any business or activities other than those incidental to its incorporation, the acquisition of the VM Accounts Receivable, the authorization and issue of the Notes, the funding of the New VM Financing Facility Loans under the New VM Financing Facility Agreement, the making of payments under the New VM Financing Facility Agreement and Expenses Agreement, or otherwise carrying out its obligations in accordance with the Transaction Documents to which it is party, and activities incidental to the exercise of its rights in compliance with its obligations under the Trust Deed, the other Transaction Documents to which it is party entered into in connection with the issue of the Notes, the purchase of the VM Accounts Receivable, the funding of the New VM Financing Facility Loans under the New VM Financing Facility Agreement and the making of payments under the New VM Financing Facility Agreement and Expenses Agreement.

Subsidiaries

The Issuer has no subsidiaries.

Financial Statements

Since its date of incorporation, and save as disclosed herein, the Issuer has not commenced operations and no financial statements of the Issuer have been prepared as at the date of this Offering Circular. The Issuer intends to publish its financial statements in respect of the period ending on December 31, 2020. The Issuer will not prepare interim financial statements. The financial year of the Issuer ends on December 31, in each year.

The Issuer's profit and loss account and balance sheet can be obtained free of charge from the registered office of the Issuer. The Issuer must hold its first annual general meeting within 18 months of the date of its incorporation (and no more than 9 months after the financial year end) and thereafter the gap between its annual general meetings must not exceed 15 months. One annual general meeting must be held in each calendar year.

The Issuer's independent auditors are KPMG. Their address is 1 Stokes Place, St. Stephen's Green, Dublin 2, D02 DE03, Ireland. KPMG Ireland, an Irish partnership, is a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("**KPMG International**"), a Swiss entity. KPMG Ireland are chartered accountants and are members of the Chartered Accountants in Ireland (CAI) and are qualified to practice as independent auditors in Ireland.

CAPITALIZATION OF THE ISSUER

The following table sets forth, in each case as of April 9, 2020 (the date of incorporation of the Issuer), (i) the actual capitalization of the Issuer, (ii) the capitalization of the Issuer on an as adjusted basis after giving effect to the completion of the Original Transaction and (iii) the capitalization of the Issuer on an as adjusted basis after giving effect to the completion of the Original Transaction and the Transactions.

	April 9, 2020		
CASH AND CASH EQUIVALENTS AND CAPITALIZATION OF THE ISSUER	**Actual**	**Original Transaction**	**Original Transaction and Transactions**
		in millions	
Total cash and cash equivalents	£—	£—	£—
Third-party debt:			
Total third-party debt before deferred financing costs and discounts (1)(2)	—	500.0	900.0
Deferred financing costs and discounts (3)(4)	—	(14.0)	(29.5)
Total carrying amount of third-party debt	—	486.0	870.5
Total equity (5)(6)	—	1.7	3.0
Total capitalization	£—	£487.7	£873.5

(1) The "Original Transaction" amount reflects the issuance of the Original Notes.

(2) The "Original Transaction and Transactions" amount reflects the impact of the Original Transaction and is further adjusted to reflect the issuance of the Additional Notes.

(3) The "Original Transaction" amount reflects the payment of £14.0 million of fees to the Initial Purchasers related to the issuance of the Original Notes.

(4) The "Original Transaction and Transactions" amount reflects the impact of the Original Transaction and is further adjusted to reflect the payment of £13.5 million of fees to the Initial Purchasers and £2.0 million of original issue discount related to the issuance of the Additional Notes.

(5) The "Original Transaction" amount reflects the £1.7 million payment of the Subscription Proceeds by VMIH to the Share Trustee pursuant to the Issue Date Arrangements Agreement and the subsequent subscription by the Share Trustee for the Issue Date Shares.

(6) The "Original Transaction and Transactions" amount reflects the impact of the Original Transaction and is further adjusted to reflect the £1.3 million payment of the Subscription Proceeds by VMIH to the Share Trustee pursuant to the Issue Date Arrangements Agreement and the subsequent subscription by the Share Trustee for the Issue Date Shares.

DESCRIPTION OF THE RECEIVABLES

The following description includes a summary of certain provisions of the Accounts Payable Management Services Agreement and the Framework Assignment Agreement, which does not purport to be complete and is qualified by reference to the detailed provisions of each such agreement. Virgin Media Ireland Ltd. will not be an eligible Obligor under the Framework Assignment Agreement on and following the Issue Date, and therefore, none of the Assigned Receivables will be owed by it. As used in the sections entitled "—Overview: Creation of the VM Accounts Receivable" and "—Uploading of Receivables onto the SCF Platform and Purchase by the Platform Provider: the Accounts Payable Management Services Agreement", "Obligor" shall include reference to the Obligors' Parent, the eligible Subsidiary Obligors and/or the Excluded Buyer, as the context may require, and "Subsidiary Obligor" shall include reference to the eligible Subsidiary Obligors and/or the Excluded Buyer, as the context may require. As used in the section entitled "—Assignment of the VM Accounts Receivable by the Platform Provider to the Issuer: the Framework Assignment Agreement", neither "Obligor" nor "Subsidiary Obligor" shall include reference to the Excluded Buyer.

Overview: Creation of VM Accounts Receivable

In the course of their business, VMIH and its subsidiaries purchase goods and/or services from suppliers pursuant to the terms of various supply contracts, and those suppliers issue invoices requiring the relevant Obligor to make payment for the purchase of such goods and/or services on the terms specified in the applicable invoice and supply contract. Certain of VMIH's subsidiaries (the "**Subsidiary Obligors**") may accede as buyer entities to the Accounts Payable Management Services Agreement (as defined elsewhere in this Offering Circular and further described in "*Summary of Principal Documents—Accounts Payable Management Services Agreement*"), between, among others, VMIH and the Platform Provider, pursuant to which the invoices owing by VMIH and the Subsidiary Obligors are factored or sold through the SCF Platform (as defined elsewhere in this Offering Circular), a portal established and administered by the Platform Provider. Each invoice evidences an amount payable by an Obligor to a Supplier as a result of an existing business relationship, and includes all rights attaching thereto under the relevant contract to which such invoice relates (each a "**Receivable**" and collectively, the "**Receivables**").

From time to time, an Obligor, or Liberty Global Capital Limited ("**LGC**") on its behalf or VMIH may upload an Electronic Data File containing details of Receivables (including, among other things, the amount, the invoice date and the currency) payable to a Supplier onto the SCF Platform. The designation of such uploaded Receivables as "approved" by an Obligor will give rise to such Receivable being an "**Approved Platform Receivable**". As further described below, immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will immediately give rise to new independent and primary obligations of each Obligor, jointly and severally, to make or cause payment to be made to the Relevant Recipient on the Confirmed Payment Date (as defined below) in respect of such Approved Platform Receivable (a "**Payment Obligation**"). Each Electronic Data File will, among other things, specify the Net Amount payable to the relevant Supplier in respect of Approved Platform Receivables, the date such Net Amount should be paid (the "**Net Amount Payment Date**") and the date on which such Payment Obligation (which arises following an SCF Transfer) and the related Approved Platform Receivable will be paid (which date will be a date up to 360 days from the original invoice date, a "**Confirmed Payment Date**").

Pursuant to the Framework Assignment Agreement (as defined below), the Platform Provider may subsequently offer to sell and assign (including, pursuant to the Block Transfer and the 2018 Block Transfer) to the Issuer, on a non-recourse basis, eligible Payment Obligations and the related Receivables (solely to the extent that such Receivables have been acquired by the Platform Provider) (collectively and as further described and defined below, the "**VM Accounts Receivable**").

Uploading of Receivables onto the SCF Platform and Purchase by the Platform Provider: the Accounts Payable Management Services Agreement

The Platform Provider, the Obligors and LGC have entered into the Accounts Payable Management Services Agreement, or the APMSA. Under the terms of the APMSA, the Obligors are "Buyer Entities" who may upload Electronic Data Files containing details of Receivables payable to a Supplier on to the SCF Platform to enable the purchase (or deemed purchase) by or transfer (or deemed transfer) to the Platform Provider of such Receivables from the relevant Supplier.

Additional Subsidiary Obligors may accede to the APMSA by entering into an accession letter (substantially in form set out in the APMSA) with the Platform Provider and the Obligors' Parent, and an existing Subsidiary Obligor may cease to be a "Buyer Entity" for the purposes of the APMSA if the Platform Provider or Obligors' Parent provides written notice to such effect. Pursuant to the Agency and Account Bank Agreement, the Obligors' Parent will undertake to the Issuer that the Obligors' Parent may notify the Platform Provider of a resignation of a Subsidiary Obligor only if all Outstanding Amounts owed by such Subsidiary Obligor (as principal obligor) in respect of its Assigned Receivables have been settled in accordance with the APMSA on or prior to the date of its resignation, and the Obligors' Parent will agree to promptly provide written notification of the same to the Issuer (or the Administrator on its behalf).

From time to time, an Obligor (or by LGC on its behalf) or VMIH may execute an Upload and designate such uploaded Receivables as "approved". Immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivable and (ii) such payment will immediately give rise to new Payment Obligation, being new, independent and primary, irrevocable, legal, valid and binding obligations of each Obligor, jointly and severally, to make or cause payment to be made of the Certified Amount to the Relevant Recipient on the Confirmed Payment Date in respect of such Approved Platform Receivable. Each Obligor acknowledges that, upon such SCF Transfer, it and each other Obligor shall be liable by itself and for each other Obligor to pay the Certified Amount in full (without any deduction or withholding) and no Obligor shall be entitled to claim set-off or counterclaim against any party in relation to the payment of the whole or part of such Certified Amount.

The obligations of the Obligors described above will not be affected by an act, omission, matter or thing which, but for the relevant provisions of the Framework Assignment Agreement, would reduce, release or prejudice any of such obligations, including: (a) any time, waiver or consent granted to, or composition with, any Obligor or other person; (b) the release of any Obligor or other person under the terms of any composition or arrangement with any creditor of any person (other than the Relevant Recipient); (c) any failure to realize the full value of any security; (d) any incapacity or lack of power, authority or legal personality of an Obligor or any other person; (e) any amendment, novation, supplement or restatement (however fundamental) or replacement of the APMSA or any other documents; (f) any unenforceability, illegality or invalidity or any obligation of any person under the APMSA; or (g) any insolvency or similar proceedings. Each Obligor also waives any right it may have of first requiring the Platform Provider to proceed against or enforce any other rights or security or claim from any person before claiming from them pursuant to the APMSA, regardless of any applicable law or provision to the contrary. The Obligors further agree to refrain from exercising any of the following rights which they may have under the APMSA until all amounts which may be or become payable by an Obligor in connection with the APMSA have been irrevocably paid in full: (a) to be indemnified by any other Obligor; (b) to claim contribution from any other guarantor of any Obligor's obligations under the APMSA; (c) to take the benefit of any rights of the Platform Provider under the APMSA in respect of the Obligors; (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment or perform any other obligation in respect of which any Obligor has given an undertaking or indemnity under the provisions of the APMSA; (e) to exercise any right of set-off against any Obligor; and/or (f) to claim or prove as a creditor of any Obligor in competition with the Platform Provider.

Eligible Platform Receivables (as defined and further described under "*Summary of Principal Documents—Accounts Payable Management Services Agreement*" elsewhere in this Offering Circular) may include those with a Confirmed Payment Date of up to 360 days from the issuance date of the relevant invoice. In respect of SCF Transfers of Receivables a margin of 2.70% per annum (the "**Initial Margin**"), as may be amended from time to time by an applicable Margin Amendment (the "**Margin**") calculated on the basis of the relevant Outstanding Amounts (which includes the Platform Provider Processing Fee) over the Reference Rate that applies to such Receivables.:

The Margin applies from the date of the relevant SCF Transfer until the Confirmed Payment Date in respect of such Payment Obligation (and the Receivable related thereto, solely to the extent that such Receivable has been acquired by the Platform Provider). The Reference Rate (being, in this case, GBP LIBOR with a floor of zero) is determined by the remaining tenor between the date of an SCF Transfer and the Confirmed Payment Date (i.e. between 1 and 30 days, 1 month base rate will apply; between 31 and 60 days, 2 months base rate will apply). The Reference Rate plus the Margin are used to calculate the Applied Discount that the Platform Provider will deduct from the Certified Amount in the case of transfer by the Platform Provider of the VM Account Receivable prior to the Confirmed Payment Date, and accordingly is used in the calculation of the Purchase Price Amount for each VM Account Receivable. The Margin under the APMSA may not be amended without the written

consent of the Issuer, and pursuant to the terms of the other Transaction Documents, the Issuer will agree to provide its written consent to any amendment of the Margin (without being required to seek the consent of the Noteholders) so long as the obligations of the New VM Financing Facility Borrower in favour of the Issuer under Clause 11.2 ("*Facility Fees*") of the New VM Financing Facility Agreement remain in full force and effect.

Prior to an SCF Transfer in respect of an Approved Platform Receivable, if an Obligor wishes to reduce the amount of any Approved Platform Receivable for any reason (including as a result of any lien, right of set-off, defence, claim, counterclaim, or other certain adverse claim), it may post the amount to be deducted from such Approved Platform Receivable (each, a "**Credit Note**") as an entry in an Electronic Data File and such Credit Note will be allocated to such Approved Platform Receivable (and shall reduce the corresponding Payment Obligation that will arise following an SCF Transfer). No Credit Notes may be allocated to an Approved Platform Receivable (and the corresponding Payment Obligation) following an SCF Transfer in respect of such Approved Platform Receivable. Additionally, each Obligor agrees to be responsible for the accuracy of all information submitted by them in respect of VM Accounts Receivable and the Obligors' Parent agrees to comply with certain reporting requirements set out in the APMSA.

Under the APMSA, each Obligor represents, warrants and covenants to the Platform Provider at the date of (a) an Upload, (b) any SCF Transfer resulting in any Payment Obligation arising and the transfer or acquisition of the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) and (c) transfer via the SCF Platform and/or as permitted by the APMSA (in each case, including each applicable Assignment Date), as applicable, among other things: (i) that the Approved Platform Receivable meets certain criteria under the APMSA, including (but not limited to) having a Confirmed Payment Date of no more than 360 days, from the issuance date of the relevant invoice and being denominated in an agreed currency; (ii) that the Approved Platform Receivable is not subject to any mortgage, charge, pledge, lien, other encumbrance or (to the best of the relevant Obligor's knowledge) other personal right or right in rem of any third party and has, to the best of the relevant Obligor's knowledge, not been transferred or transferred in advance; (iii) that each Payment Obligation and the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) is free of any adverse claims, including any lien, right of set-off, netting, abatement, reduction, claim, defence or counterclaim; (iv) that each Payment Obligation and Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) can be validly transferred in accordance with the terms of the APMSA; and (v) that each Payment Obligation will be settled by an Obligor by the payment of the relevant Certified Amount on the relevant Confirmed Payment Date without withholding, deduction or set-off.

Assignment of the VM Accounts Receivable by the Platform Provider to the Issuer: the Framework Assignment Agreement

On or about the Issue Date, the Issuer, as purchaser, will enter into the Framework Assignment Agreement with, among others, the Platform Provider, the Obligors' Parent, The Bank of New York Mellon, London Branch as administrator and Virgin Media Ireland Ltd. as the "Excluded Buyer" (the "**Excluded Buyer**"). Under the Framework Assignment Agreement, from time to time commencing on the Issue Date, the Issuer may purchase and have assigned to it on a non-recourse basis, up to the total amount of Committed Principal Proceeds, and the Platform Provider may sell and assign (including pursuant to the Block Transfer and the 2018 Block Transfer) on a non-recourse basis, eligible VM Accounts Receivable that have been transferred to or acquired by the Platform Provider following an SCF Transfer.

Each VM Account Receivable to be purchased by the Issuer must meet, and the Obligors' Parent will represent and warrant (on behalf of itself and as agent for the Obligors) on the date of each Assignment (each such date, an "**Assignment Date**") in accordance with the Framework Assignment Agreement, that such VM Account Receivable meets, the following eligibility criteria: that such VM Account Receivable (i) (with respect to the Payment Obligation component of such VM Account Receivable only) is owed by the Obligors on a joint and several basis; (ii) (with respect to the Payment Obligation component of such VM Account Receivable only) is governed by English law; (iii) is denominated in pound sterling; (iv) (with respect to the Payment Obligation component of such VM Account Receivable only) is the legal, valid and binding obligation of each Obligor; (v) is capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement, so that on purchase the Issuer will receive good title; (vi) is due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors; and (vii) has a maturity date that is no later than two Business Days prior to the Maturity Date of the Notes. Additionally, immediately prior to each Assignment Date, the Platform Provider will represent and warrant that it is entitled to assign the relevant Payment Obligation pursuant to the terms of the Framework Assignment Agreement, and that it has not assigned, transferred or otherwise disposed of, or created any encumbrance or security interest over, such Payment Obligation.

Furthermore, the Platform Provider will undertake that it will not, without the consent of the Issuer, take any action that would adversely affect a Payment Obligation or the Issuer's interest(s) therein (as further described in "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular).

Each Payment Obligation will be the joint and several obligation of VMIH and each of the Subsidiary Obligors. On the Issue Date, the eligible Subsidiary Obligors will be Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited. For the avoidance of doubt, the Excluded Buyer will not be an eligible Subsidiary Obligor under the Framework Assignment Agreement on and following the Issue Date, and therefore, none of the Assigned Receivables will be owed by it. For a further description of the release and discharge of the Excluded Buyer from any and all obligations owed to the Issuer in accordance with the Framework Assignment Agreement, see "*Summary of Principal Documents—Framework Assignment Agreement*" found elsewhere in this Offering Circular.

Purchases of VM Accounts Receivable with Requested Purchase Price Amounts

On or following the Issue Date (as further described in "*Description of Virgin Media—Capitalization of Virgin Media*" included elsewhere in this Offering Circular), the Platform Provider is expected to sell and assign (including pursuant to the Block Transfer and the 2018 Block Transfer) to the Issuer VM Accounts Receivable for a Requested Purchase Price Amount of £900.0 million which the Issuer will fund with all or a portion of the Committed Principal Proceeds. See "*Use of Proceeds*". It is expected that the Issuer will complete the Block Transfer and the 2018 Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. In connection with such sale and assignment, the Platform Provider will deliver to the Issuer:

1. an assignment framework note (substantially in the form attached to the Framework Assignment Agreement, an "**Assignment Framework Note**") to be accepted and agreed to by the Issuer, pursuant to which the Issuer will agree, among other things, to purchase Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider), in whole but not in part, at the relevant Purchase Price Amounts in an aggregate amount equal to a limit (in respect of purchased Payment Obligations which have not been settled) specified therein (the "**Purchase Limit**"); and
2. one or more notices related to such Assignment Framework Note (substantially in the form attached to the Framework Assignment Agreement, each an "**Assignment Notice**") instructing the Issuer to pay to the Platform Provider, as consideration for the sale and assignment of the relevant VM Accounts Receivable, a requested amount (a "**Requested Purchase Price Amount**") on the date falling five Business Days following receipt by the Issuer of such Assignment Notice (or, in respect of the Assignment Notice in relation to the Block Transfer, on the day of receipt of such Assignment Notice) (a "**Value Date**").

As used herein, a "**Purchase Price Amount**" means, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount (as defined below) of such VM Account Receivable *less* the Applied Discount (as defined in the context of the Framework Assignment Agreement) (as defined below) calculated as at the relevant Assignment Date. "**Outstanding Amount**" means, with respect to a Payment Obligation, an amount equal to (i) the gross amount of the Approved Platform Receivable in respect of which the Payment Obligation arose, *less* (ii) the sum of all Credit Notes allocated to the Approved Platform Receivable in respect of which that Payment Obligation arose pursuant to the terms of the APMSA, plus (iii) the Applied Discount (as defined below). "**Applied Discount**" refers (i) in the context of the APMSA, to the discount amount that the Platform Provider will deduct from the Certified Amount in case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA and (ii) in the context of the Framework Assignment Agreement, to the discount amount that the Platform Provider will deduct from the Certified Amount in the case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA, *less* the processing fee due to the Platform Provider and LGC specified in the APMSA (which will initially be 0.20% per annum) (the "**Platform Provider Processing Fee**").

From time to time following the Issue Date, the Platform Provider may, at its discretion (but not more than once per week prior to the service of a notice of termination (as further described below)), serve further Assignment Notices (which may also be Primary Assignment Notices (as defined and further described below under " *—Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts*")) to the Issuer pursuant to the relevant Assignment Framework Note.

Following the receipt of an Assignment Notice, so long as no Non-Compliance Event (as defined below) has occurred and is continuing, the Issuer will pay, on the relevant Value Date, the relevant Requested Purchase Price Amount (which may be adjusted as further described below) to the Platform Provider, which shall have the effect of the Platform Provider immediately (or, in respect of a Block Transfer that will occur on the day immediately following the Issue Date, only on the day immediately following such Value Date) selling and assigning, without further action on the part of any person or entity, all of its rights, title and interest in and to the relevant Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider) at the relevant Purchase Price Amounts to the Issuer pursuant to the relevant Assignment Framework Note. The Platform Provider, the Issuer and the Obligors' Parent shall concurrently release and discharge the Excluded Buyer from any and all obligations owed to the Issuer in accordance with the Framework Assignment Agreement and as further described under "*Summary of Principal Documents—Framework Assignment Agreement*". The assignment of any Payment Obligation (and the Receivable in respect of which such Payment Obligation has arisen, solely to the extent that such Receivable has been acquired by the Platform Provider) from the Platform Provider to the Issuer, (each pursuant to the Framework Assignment Agreement), is referred to herein as an "**Assignment**".

The Requested Purchase Price Amount (and the corresponding VM Accounts Receivable) will be adjusted if the aggregate of all Requested Purchase Price Amounts, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables would be higher than the relevant Purchase Limit specified in that Assignment Framework Note. In such event, the Issuer must notify the Platform Provider within two Business Days of receipt of the relevant Assignment Notice (i) of such circumstance and (ii) that the Requested Purchase Price Amount will (A) be reduced to equal the amount which would cause the aggregate Requested Purchase Price Amount, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables to equal such Purchase Limit and/or (B) cancelled to the extent necessary such that the relevant assignment is for the whole, and not part, of the VM Accounts Receivable.

The Issuer will not be obliged to pay a Requested Purchase Price Amount specified in an Assignment Notice if any of the following events (each, a "**Non-Compliance Event**") have occurred and is continuing (provided that the Issuer notifies the Platform Provider, within two Business Days of the receipt of such Assignment Notice, that one or more Non-Compliance Events have occurred and of the Issuer's intention not to comply with such Assignment Notice): (i) if the Framework Assignment Agreement or relevant Assignment Framework Note has been terminated prior to the date of such Assignment Notice; (ii) if the terms and conditions of such Assignment Notice materially deviate from the terms and conditions of the Framework Assignment Agreement or the relevant Assignment Framework Note; (iii) if a Buyer Event of Default (as defined below) is continuing in respect of any Obligor; and/or (iv) if a specified insolvency event occurs in respect of the Platform Provider which directly results in the Platform Provider not continuing its business as contemplated under the Framework Assignment Agreement. If, following the receipt of a Requested Purchase Price Amount on a Value Date, the Platform Provider has acquired (or determines that it will on such Value Date acquire) insufficient VM Accounts Receivable to apply the whole of the Requested Purchase Price Amount received on such Value Date, the Platform Provider will either (i) serve, on such Value Date, one or more notices (substantially in the form set out in the Framework Assignment Agreement, each a "**Purchase Price Return Notice**") to the Issuer and, on the Business Day following the date of such Purchase Price Return Notice (a "**Settlement Date**"), pay to the Issuer Collection Account, the excess Requested Purchase Price Amount not applied towards the purchase of VM Accounts Receivable (such excess, the "**Excess Requested Purchase Price Amount**"); or (ii) retain such Excess Requested Purchase Price Amount for a period of up to four Business Days following such Value Date (an "**Excess Retention Period**", and the final day thereof (which, at the Platform Provider's discretion, may occur prior to the fourth Business Day following such Value Date), the "**Excess Retention Period End Date**") to be applied towards the purchase of any VM Accounts Receivable arising during such Excess Retention Period. If the Platform Provider chooses to retain such Excess Requested Purchase Price Amount, it further agrees that (i) if the Platform Provider acquires any VM Accounts Receivable during such Excess Retention Period, it will sell and assign such VM Accounts Receivables to the Issuer (and the Platform Provider will be deemed to have served an Assignment Notice in respect of such Assigned Receivables); and (ii) on the Business Day prior to the Excess Retention Period End Date, the Platform Provider will serve a Purchase Price Return Notice in respect of any remaining Excess Requested Purchase Price Amount to the Issuer, and subsequently pay such remaining Excess Requested Purchase Price Amount to the Issuer Collection Account on such Excess Retention Period End Date, together with all Excess Requested Purchase Price Interest (as defined below) due in respect thereof. "**Excess Requested Purchase Price Interest**" shall accrue daily at the Funding Rate, calculated on any Excess Requested Purchase Price Amount retained by the Platform Provider (and not applied towards the purchase of VM Accounts Receivable), from (and including) the first day of the relevant Excess Retention Period to (and

including) the relevant Excess Retention Period End Date, or such later date on which the Issuer receives such Excess Requested Purchase Price Amount together with all interest due in respect thereof. As used herein, "**Funding Rate**" means a rate equal to Margin (less the Platform Provider Processing Fee) over 1-month GBP LIBOR (or any other applicable reference rate selected by the Platform Provider and VMIH) (a "**Reference Rate**"); *provided that* if the relevant Reference Rate is less than zero, the Reference Rate shall be deemed to be zero.

Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts

Prior to the service of an Obligor Enforcement Notification, the Platform Provider will act as collection agent for the Issuer in respect of any Collected Amounts received or recovered relating to Assigned Receivables, in accordance with the APMSA. Except in circumstances where certain Collected Principal Amounts are applied towards the purchase of new VM Accounts Receivable (as further described below), the Platform Provider will apply any Collected Amount, within one Business Day of receipt or recovery thereof (such scheduled date of application, a "**Collected Amount Forwarding Date**"), in or towards the repayment to the Issuer of an amount equal to the Outstanding Amount of the relevant Assigned Receivables (to the extent that such Assigned Receivables remain outstanding and has not been settled or otherwise paid to the Issuer).

From time to time, the Platform Provider may serve an Assignment Notice (a "**Primary Assignment Notice**") which states that any Collected Principal Amounts in respect of Assigned Receivables relating to such Primary Assignment Notice are to be treated as further payments of Requested Purchase Price Amounts. So long as (i) no Non-Compliance Event has occurred and is continuing (and in respect of which the Issuer has notified the Platform Provider that the purchase mechanics described in this paragraph will not apply), or (ii) no notice of termination has been served (as further described below), then (a) the Platform Provider will be deemed to have served an Assignment Notice on exactly the same terms as the Primary Assignment Notice, except for the Requested Purchase Price Amount (which will be equal to the Collected Principal Amount that would otherwise be due and payable to the Issuer) (such notice, the "**New Assignment Notice**"); and (b) the Platform Provider's obligation to pay such Collected Principal Amount to the Issuer will be set off against the Issuer's obligation to pay the Requested Purchase Price Amount under the New Assignment Notice. For the avoidance of doubt, the purchase mechanics described in this paragraph will not affect the Platform Provider's obligation to pay to the Issuer any Premium on the relevant Collected Amount Forwarding Date. If, three Business Days following the service of a New Assignment Notice, the Platform Provider still holds any Collected Amounts which have not been utilised for the purchase of new VM Accounts Receivable (such amounts, "**Unutilised Collected Amounts**"), the Platform Provider will immediately serve a Purchase Price Return Notice to the Issuer in respect of such Unutilised Collected Amounts, and will pay such Unutilised Collected Amounts to the Issuer Collection Account on the relevant Settlement Date. The Platform Provider will pay the Issuer interest on any Retained Collected Amounts (being any Collected Amount which has not been paid to the Issuer towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable as described above). Interest on Retained Collected Amounts shall accrue daily at the Funding Rate, calculated from (and including) the relevant scheduled Collected Amount Forwarding Date to (and including) the relevant Settlement Date or such later date on which the Issuer receives the Retained Collected Amount, together with all interest due in respect thereof, as the case may be (the "**Retained Collected Amount Interest**"), and will be paid to the Issuer Collection Account on the relevant Settlement Date or such later date, as applicable.

Implementation of an Additional System: an SCF Platform Addition

At any time after the Issue Date, VMIH and the Subsidiary Obligors may, at their option, elect to participate in an additional system established and administered by another Platform Provider (an "**SCF Platform Addition**"). In connection with any SCF Platform Addition, VMIH and the Subsidiary Obligors may enter into additional accounts payable management services agreements (or equivalent) and the Issuer may (and upon request by VMIH, shall) enter into one or more additional receivables assignment agreements (or equivalent), pursuant to which the Issuer will purchase eligible VM Accounts Receivable from such additional Platform Provider. The consent of the Noteholders will not be required for VMIH, the Subsidiary Obligors and the Issuer to give effect to any SCF Platform Addition (including the modification of any Transaction Documents to implement such SCF Platform Addition), and the Administrator will enter into any SCF Platform Addition Documentation if the Administrator receives written confirmation from VMIH (with a copy to the Notes Trustee) that, in VMIH's determination, the entry into such SCF Platform Addition Documentation is reasonably required to implement such SCF Platform Addition and does not materially and adversely affect the interests of Noteholders.

DESCRIPTION OF VIRGIN MEDIA

CAPITALIZATION OF VIRGIN MEDIA

The following table sets forth as of March 31, 2020, (i) the actual consolidated cash and cash equivalents and capitalization of Virgin Media, (ii) the consolidated cash and cash equivalents and capitalization of Virgin Media on an as adjusted basis after giving effect to the 2020 Offering and the Original Transaction and (iii) the consolidated cash and cash equivalents and capitalization of Virgin Media on an as adjusted basis after giving effect to the 2020 Offering, the Original Transaction and the New Transactions.

This table should be read in conjunction with "*General Description of Virgin Media's Business, the Issuer and the Offering*", "*Summary Financial and Operating Data of Virgin Media*", "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media*", "*Terms and Conditions of the Notes*" and the Interim Condensed Consolidated Financial Statements incorporated by reference herein.

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 third-party capitalization since March 31, 2020.

	March 31, 2020		
		As Adjusted	
CASH AND CASH EQUIVALENTS AND CAPITALIZATION OF VIRGIN MEDIA [1]	**Actual**	**2020 Offering and Original Transaction**	**2020 Offering, Original Transaction and New Transactions**
		in millions	
Total cash and cash equivalents [2][3]	£ 21.2	£ 90.7	£ 63.7
Third-party debt:			
Subsidiaries:			
Existing Senior Secured Notes	£ 4,575.7	£ 4,575.7	£ 4,575.7
Senior Notes:			
2025 VM 5.75% Senior Notes [4]	313.5	—	—
2025 VM 4.50% Senior Notes [4]	407.1	—	—
2020 Notes and Additional 2020 Notes [5]	—	746.0	746.0
2020 Euro Notes [6]	—	442.5	442.5
2022 VM 4.875% Senior Notes [7]	57.8	—	—
2022 VM 5.25% Senior Notes [7]	41.6	—	—
2022 VM 5.125% Senior Notes [7]	44.1	—	—
2024 VM 6.00% Senior Notes [7]	400.9	—	—
Senior and Senior Secured Credit Facilities:			
VM Credit Facility	4,225.5	4,225.5	4,225.5
2016 VM Financing Facilities [8]	65.8	65.8	—
2018 VM Financing Facilities [9]	2.1	—	—
New VM Financing Facilities [10][11]	—	1.7	66.1
Dollar VM Financing Facilities [12]	—	—	1.3
Vendor financing	1,886.8	1,886.8	1,886.8
Other [13]	338.4	552.8	552.8
Total third-party debt before deferred financing costs, discounts and premiums	12,359.3	12,496.8	12,496.7
Deferred financing costs, discounts and premiums, net [14]	(15.4)	(13.8)	(15.8)
Total carrying amount of third-party debt	12,343.9	12,483.0	12,480.9
Finance lease obligations	51.4	51.4	51.4
Total third-party debt and finance lease obligations	12,395.3	12,534.4	12,532.3
Related-party debt	57.6	57.6	57.6
Total debt and finance lease obligations	12,452.9	12,592.0	12,589.9
Total owners' equity [15]	6,286.2	6,241.4	6,241.4
Total capitalization	£18,739.1	£ 18,833.4	£ 18,831.3

(1) After giving effect to any incurrence of indebtedness in connection with a Potential Financing Transaction in compliance with the applicable covenants, including in connection with permitted refinancing debt, permitted acquisition debt or other exceptions to the restriction on our ability to incur indebtedness, the total cash and cash equivalents, the total debt and finance lease obligations and total capitalization presented above could increase or decrease, as applicable, and such increase or decrease could be material. See "*Risk Factors-Risks Relating to Our Indebtedness, Taxes and Other Financial Matters—We may incur additional indebtedness prior to, or within a short time period following, the Issue Date, which indebtedness could increase our leverage and may have terms that are more or less favorable than the terms of the Notes and our other existing indebtedness*".

(2) The "As Adjusted-2020 Offering and Original Transaction" amount reflects the net impact of (i) an increase in cash related to the proceeds received from the issuance of the 2020 Notes, (ii) a decrease in cash related to the 2025 VM Senior Notes Redemption and the May 2020 Notes Redemption, including the estimated aggregate redemption premium of £27.2 million, (iii) an increase in cash related to the proceeds received in connection with the Receivables Securitization, (iv) an increase in cash related to the proceeds received from the issuance of the Additional 2020 Notes and the 2020 Euro Notes, (v) a decrease in cash related to the June 2020 Redemption, including the estimated aggregate redemption premium of £22.1 million, (vi) a decrease in cash £14.0 million associated with the upfront payment of fees and expenses in connection with the Original Transaction, (vii) a decrease in cash of £3.2 million associated with the upfront payment of estimated aggregate fees and expenses in connection with the issuance of the 2020 Notes, (viii) a decrease in cash of £3.0 million associated with the upfront payment of estimated aggregate fees and expenses in connection with the issuance of the Additional 2020 Notes and the 2020 Euro Notes, (ix) a net decrease in cash of £0.8 million associated with the repayment of the 2018 VM Financing Facilities and (x) a decrease in cash of £0.2 million associated with the upfront payment of estimated aggregate fees and expenses in connection with the Receivables Securitization.

The "As Adjusted-2020 Offering and Original Transaction" amount also assumes the expected purchase of available Virgin Media Accounts Receivable by the Issuer for an aggregate Purchase Price Amount of £500.0 million ("**Initial Purchase**"), comprising new and existing Virgin Media Accounts Receivable purchased directly from the Platform Provider, between the issue date and March 31, 2020. Prior to the utilization of the Committed Principal Proceeds to fund the Initial Purchase, the Issuer will advance any unutilized Committed Principal Proceeds to VMIH, as the borrower under the New VM Financing Facilities Agreement, as Excess Cash Loans under the Excess Cash Facility pursuant to the New VM Financing Facilities Agreement. In that event, there would be an impact on total cash and cash equivalents, amounts utilized under the New VM Facilities Loans, total third-party debt and total capitalization presented above. Any actual impact would depend on the amount of VM Accounts Receivable made available to the Issuer for purchase, and could be material.

(3) The "As Adjusted-2020 Offering, Original Transaction and New Transactions" amount reflects the impact of the 2020 Offering and Original Transaction and is further adjusted to reflect the impact of (i) a decrease in cash of £22.0 million related to the estimated redemption premium associated with the 2016 RFN Redemption and (ii) a decrease in cash of £5.0 million associated with the upfront payment of fees and expenses in connection with the completion of the New Transactions pursuant to the New VM Financing Facilities Agreement and Dollar Financing Facilities Agreement.

The "As Adjusted-2020 Offering, Original Transaction and New Transactions" amount also assumes (i) that £63.1 million of unutilized Committed Principal Proceeds were advanced to VMIH, as the borrower under the New VM Financing Facilities Agreement, as an Excess Cash Loan under the Excess Cash Facility pursuant to the New VM Financing Facilities Agreement consistent with the amount reflected under the 2016 VM Financing Excess Cash Facility as of March 31, 2020 and (ii) the expected purchase of available Virgin Media Accounts Receivable by the Issuer ("**Initial Purchase**") to the extent the Issuer has not advanced any unutilized Committed Principal Proceeds to VMIH, as the borrower under the (A) New VM Financing Facilities Agreement, as Excess Cash Loans under the Excess Cash Facility pursuant to the New VM Financing Facilities Agreement and (B) Dollar VM Financing Facilities Agreement, as Dollar Excess Cash Loans under the Dollar Excess Cash Facility pursuant to the Dollar VM Financing Facilities Agreement.

(4) The "As Adjusted-2020 Offering and Original Transaction" amount reflects the 2025 VM Senior Notes Redemption.

(5) The "As Adjusted-2020 Offering and Original Transaction" amount reflects the impact of the issuance of the 2020 Notes and the issuance of the Additional 2020 Notes.

(6) The "As Adjusted-2020 Offering and Original Transaction" amount reflects the impact of the issuance of the 2020 Euro Notes.

(7) The "As Adjusted-2020 Offering and Original Transaction" amount reflects the June 2020 Redemption.

(8) The "As Adjusted-2020 Offering, Original Transaction and New Transactions" amount reflects the impact of the 2020 Offering and Original Transaction and is further adjusted to reflect the repayment of the 2016 VM Financing Facilities.

(9) The "As Adjusted-2020 Offering and Original Transaction" reflects the repayment of the 2018 VM Financing Facilities in connection with the completion of the Original Transaction.

(10) The "As Adjusted-2020 Offering and Original Transaction" amount reflects the impact on the New VM Financing Facilities as a result of the completion of the Original Transaction.

(11) The "As Adjusted-2020 Offering, Original Transaction and New Transactions" amount reflects the impact of the 2020 Offering and Original Transaction, and is further adjusted to reflect the impact to the New VM Financing Facilities as a result of (i) the assumed £63.1 million of unutilized Committed Principal Proceeds advanced to VMIH, as the borrower under the New VM Financing Facilities Agreement, as an Excess Cash Loan under the Excess Cash Facility pursuant to the New VM Financing Facilities Agreement consistent with the amount reflected under the 2016 VM Financing Excess Cash Facility as of March 31, 2020 and (ii) a £1.3 million increase to the Issue Date Facility.

(12) The "As Adjusted-2020 Offering, Original Transaction and New Transactions" amount reflects the impact to the Dollar VM Financing Facilities as a result of the issuance of the Dollar VFN Notes.

(13) The "As Adjusted-2020 Offering and Original Transaction" amount reflects the impact of the Receivables Securitization, which resulted in net proceeds of £214.4 million. As of the date of this offering memorandum, the aggregate principal amount outstanding on the senior secured variable funding notes issued by the Receivables Securitization Issuer is £208.8 million.

(14) The "As Adjusted-2020 Offering and Original Transaction" amount reflects the net impact of (i) the write-off of £4.1 million of aggregate deferred financing costs associated with the 2025 VM Senior Notes Redemption and the May 2020 Notes Redemption, (ii) £3.2 million of aggregate estimated deferred financing costs assumed to be paid in connection with the issuance of the 2020 Notes, (iii) £3.0 million of aggregate estimated deferred financing costs assumed to be paid in connection with the issuance of the Additional 2020 Notes and the 2020 Euro Notes, (iv) the write-off of £2.1 million of aggregate deferred financing costs and £0.3 million of unamortized premiums associated with the June 2020 Redemption, (v) £2.0 million of additional premiums associated with the issuance of the Additional 2020 Notes and the 2020 Euro Notes, (vi) £2.0 million of original issue discount associated with the issuance of the Additional Notes and (vii) £0.2 million of aggregate estimated deferred financing costs paid in connection with the Receivables Securitization.

(15) The "As Adjusted-2020 Offering and Original Transaction" amount reflects the net impact of (i) a £27.2 million loss on extinguishment of debt related to the estimated aggregate redemption premium to be paid in connection with the 2025 VM Senior Notes Redemption and the May 2020 Notes Redemption, (ii) a £22.1 million loss on extinguishment of debt related to the estimated aggregate redemption premium to be paid in connection with the June 2020 Redemption, (iii) a £4.1 million loss on extinguishment of debt related to the write-off of aggregate deferred financing costs associated with the 2025 VM Senior Notes Redemption and the May 2020 Notes Redemption, (iv) a £1.8 million net loss on extinguishment of debt associated with the June 2020 Redemption related to the write-off of (a) £2.1 million of aggregate deferred financing costs and (b) £0.3 million of unamortized premiums and (v) an assumed related income tax benefit of £10.4 million.

DESCRIPTION OF OTHER INDEBTEDNESS OF VIRGIN MEDIA

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.

The VM Credit Facility

On June 7, 2013, the Issuer, as parent, together with certain other subsidiaries of Virgin Media, as borrowers and guarantors, entered into a new senior secured credit facility agreement, as amended on June 14, 2013, as amended and restated on July 17, 2015 and July 30, 2015, as further amended on December 16, 2016 and as further amended and restated on April 19, 2017 and February 22, 2018, and as amended and restated on December 9, 2019 (the "**VM Credit Facility**").

The VM Credit Facility allows any borrower to enter into additional term loan facilities (which may include any ancillary facility and/or documentary credit facility) or revolving credit facilities (each, an "**Additional Facility**"), subject to compliance with the financial covenants described below. The terms of any Additional Facility, including principal amount, interest rate and maturity, will be as agreed among the relevant borrower and the lenders under the Additional Facility. The lenders under any Additional Facility are required to become a party to the VM Credit Facility and are entitled to share in the collateral securing the other loans under the VM Credit Facility on a *pari passu* or junior basis (as may be agreed by such lenders).

Accession Agreements to the VM Credit Facility

There have been numerous accessions of Additional Facilities under the VM Credit Facility. As of March 31, 2020, the following accession agreements have been entered into:

- an accession agreement relating to the £100.0 million term loan ("**VM Facility D**") dated April 17, 2014;
- an accession agreement relating to the £849.4 million term loan ("**VM Facility E**"), dated April 17, 2014;
- an accession agreement relating to the $1,855.0 million term loan ("**VM Facility F**"), dated May 29, 2015;
- an accession agreement relating to the €75.0 million term loan ("**VM Facility G**"), dated March 31, 2016;
- an accession agreement relating to the €25.0 million term loan ("**VM Facility H**"), dated March 31, 2016;
- an accession agreement relating to the $3,400.0 million term loan ("**VM Facility I**"), dated December 16, 2016;
- an accession agreement relating to the £865.0 million term loan ("**VM Facility J**"), dated February 2, 2017;
- an accession agreement relating to the $3,400.0 million term loan ("**VM Facility K**"), dated November 10, 2017;
- an accession agreement relating to the £400.0 million term loan ("**VM Facility L**"), dated November 10, 2017;
- an accession agreement relating to the £500.0 million term loan ("**VM Facility M**"), dated November 10, 2017;
- an accession agreement relating to the $3,300.0 million term loan ("**VM Facility N**"), dated October 4, 2019; and
- an accession agreement relating to the €750.0 million term loan ("**VM Facility O**"), dated October 4, 2019.

The net proceeds of borrowings under VM Facility I were used in part to repay in full all outstanding amounts under VM Facility D and VM Facility F, each of which was cancelled on December 29, 2016.

On December 16, 2016, all outstanding amounts under VM Facility G and VM Facility H were repaid in full, and VM Facility G and VM Facility H were each cancelled.

On February 10, 2017, all outstanding amounts under VM Facility E were repaid in full, using the proceeds of borrowings under VM Facility J, and VM Facility E was cancelled.

On November 15, 2017, (i) all outstanding amounts under VM Facility I were repaid in full, using the net proceeds of borrowings under VM Facility K, and VM Facility I was cancelled, and (ii) all outstanding amounts under VM Facility J were repaid in full, using the net proceeds of borrowings under VM Facility L and VM Facility M, and VM Facility J was cancelled.

On October 15, 2019, all outstanding amounts under VM Facility K were repaid in full, using the net proceeds of borrowings under VM Facility N and cash on balance sheet, and VM Facility K was cancelled.

On December 9, 2019, revolving credit facilities A and B under the VM Credit Facility were cancelled.

Structure

The details of the borrowings under the VM Credit Facility, as of March 31, 2020, are summarized in the following table.

VM Credit Facilities	Maturity	Interest rate	Facility amount (in borrowing currency)	Outstanding principal amount	Unused borrowing capacity	Carrying value (a)
			in millions			
Senior Secured Facilities:						
L(b)	January 15, 2027	LIBOR +3.25%	£ 400.0	£ 400.0	£ —	£ 397.1
M(b)	November 15, 2027	LIBOR +3.25%	£ 500.0	£ 500.0	—	494.9
N(b)	January 31, 2028	LIBOR +2.50%	$ 3,300.0	$ 3,300.0	—	2,648.3
O(b)	January 31, 2029	EURIBOR +2.50%	€ 750.0	€ 750.0	—	660.3
Revolving Credit Facility(c)	January 31, 2026	LIBOR + 2.75%	£ 1,000.0	£ —	1,000.0	—
Total					£ 1,000.0	£4,200.6

(a) Amounts are net of deferred financing costs and discounts, where applicable.

(b) VM Facility L, VM Facility M, VM Facility N and VM Facility O are each subject to a LIBOR floor of 0.00%.

(c) Unused borrowing capacity under the VM Credit Facilities relates to multi-currency revolving facilities with an aggregate maximum borrowing capacity equivalent to £1,000.0 million and has a fee on unused commitments equal to 40% of the Revolving Facility Margin which, in relation to any revolving facility advance is 2.75% per annum.

Interest Rates

Under the VM Credit Facility, the rate of interest for each interest period in respect of each facility under the VM Credit Facility is the percentage rate per annum equal to the aggregate of an applicable margin and LIBOR (or if loans are denominated in euro, EURIBOR). Interest on each of the facilities 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).

Guarantees and Security

The VM Credit Facility requires that members of the Bank Group (as defined therein) which generate not less than 80% of the EBITDA of the Bank Group (excluding the consolidated net income attributable to any joint venture) in any financial year guarantee the payment of all sums payable under the VM 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 VM Credit Facility and

related finance documentation; *provided*, that the EBITDA of any member of the Bank Group that is not required to (or cannot) become a guarantor and grant security due to the agreed security principles shall be disregarded for this calculation and that on and after the Asset Security Release Date (as defined therein), the security shall be limited to (i) share pledges of all of the capital stock of the borrowers and the obligors thereunder and (ii) a pledge of rights of the relevant creditors in relation to certain intercompany loans.

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 (as defined therein) so requires, the facility agent may cancel the lenders' commitments and declare the lenders' outstanding loans immediately due and payable.

Automatic Cancellation

On the relevant termination date of a facility under the VM 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. No available commitments which have been cancelled under the VM Credit Facility may thereafter be reinstated.

Financial Covenant

In the event that on the last day of a ratio period the aggregate of the outstanding revolving credit facilities and any outstanding additional facility that is a revolving facility (in each case, other than documentary credits that are cash collateralized or undrawn) and the net indebtedness outstanding under each ancillary facility less cash of the Bank Group exceeds an amount equal to 40% of the aggregate of the revolving facility commitments and any commitments under any additional facility that is a revolving facility and each ancillary facility commitment, the ratio of Total Net Debt to Annualized EBITDA on that day shall not exceed 5.50:1 unless otherwise agreed in writing by the Composite Revolving Facility Instructing Group and VMIH. The above financial ratio will be tested only in relation to the VM Revolving Facility and facilities that have been designated by VMIH to have the benefit of the financial covenants set out in the VM Credit Facility.

Events of Default

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

Undertakings

The VM Credit Facility includes negative undertakings that, subject to significant exceptions, restrict the ability of the members of the Bank Group to, among other things: (i) incur or guarantee additional indebtedness; (ii) make certain disposals and acquisitions; (iii) create certain security interests; (iv) make certain restricted payments; (v) make loans and other investments; (vi) merge or consolidate with other entities; and (vii) change the nature of our business.

The VM Credit Facility also requires us to observe certain affirmative undertakings, which are subject to materiality and other exceptions. These affirmative undertakings, include, but are not limited to, undertakings related to: (i) obtaining, maintaining and complying with all necessary consents, authorizations and licenses; (ii) complying with applicable laws; (iii) maintaining the *pari passu* ranking of all payment obligations under the VM Credit Facility with present and future unsecured and unsubordinated payment obligations; (iv) maintaining insurance; and (v) maintaining and protecting intellectual property rights.

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; and (b) notwithstanding the foregoing, for the purposes of the definition of Instructing Group in the Group Intercreditor Agreement, 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.

"**Composite Revolving Facility Instructing Group**" means a Lender (as defined therein) or group of Lenders the aggregate of whose Revolving Facility Commitments (as defined therein) and Additional Facility Commitments (as defined therein) in relation to a revolving facility amount in aggregate to more than 50% of the Revolving Facility Commitments and Additional Facility Commitments in relation to a revolving facility. The above lender group will be determined only in relation to the VM Revolving Facility and facilities that have been designated by VMIH to have the benefit of the maintenance covenant set out in the VM Credit Facility.

Existing Senior Notes

In March 2012, Virgin Media finance issued U.S. dollar denominated 5.25% senior notes due 2022 with an original aggregate principal amount of $500.0 million (£403.3 million equivalent) (the "**2022 VM 5.25% Dollar Senior Notes**"). Interest on the 2022 VM 5.25% Dollar Senior Notes is payable on February 15 and August 15 of each year. The 2022 VM 5.25% Dollar Senior Notes mature on February 15, 2022. As of March 31, 2020, there was an aggregate principal amount of $51.5 million (£41.6 million equivalent) of the 2022 VM 5.25% Dollar Senior Notes outstanding.

In October 2012, Virgin Media Finance issued U.S. dollar denominated 4.875% senior notes due 2022 with an original aggregate principal amount of $900.0 million (£725.9 million equivalent) (the "**2022 VM 4.875% Dollar Senior Notes**") and sterling denominated 5.125% senior notes due 2022 with an original aggregate principal amount of £400.0 million (the "**2022 VM Sterling Senior Notes**" and together with the 2022 VM 5.25% Dollar Senior Notes, and the 2022 VM 4.875% Dollar Senior Notes, the "**2022 VM Senior Notes**"). Interest on the 2022 VM Senior Notes is payable on February 15 and August 15 of each year. The 2022 VM Senior Notes mature on February 15, 2022. As of March 31, 2020, there was an aggregate principal amount of $71.6 million (£57.8 million equivalent) of the 2022 VM 4.875% Dollar Senior Notes and an aggregate principal amount of £44.1 million of the 2022 VM Sterling Senior Notes outstanding.

In October 2014, Virgin Media Finance issued U.S. dollar denominated 6.00% senior notes due 2024 with an original aggregate principal amount of $500.0 million (£403.3 million equivalent) (the "**2024 VM Dollar Senior Notes**"). Interest on the 2024 VM Senior Notes is payable on April 15 and October 15 of each year. The 2024 VM Senior Notes mature on April 15, 2024. As of March 31, 2020, there was an aggregate principal amount of $497.0 million (£400.9 million equivalent) of the 2024 VM Senior Notes outstanding.

On January 28, 2015, Virgin Media Finance issued U.S. dollar denominated 5.75% senior notes due 2025 with an original aggregate principal amount of $400.0 million (£322.6 million equivalent) (the "**2025 VM Dollar Senior Notes**") and euro denominated 4.50% senior notes due 2025 with an original aggregate principal amount outstanding of €460.0 million (£407.1 million equivalent) (the "**2025 VM Euro Senior Notes**" and together with the 2025 VM Dollar Senior Notes, the "**2025 VM Senior Notes**"). Interest is payable on the 2025 VM Senior Notes on January 15 and July 15 of each year. The 2025 VM Senior Notes mature on January 15, 2025. As of March 31, 2020, there was an aggregate principal amount of $388.7 million (£313.5 million equivalent) of the 2025 VM Dollar Senior Notes and €460.0 million (£407.1 million equivalent) of the 2025 VM Euro Senior Notes outstanding.

The Existing Senior Notes are unsecured senior obligations of Virgin Media Finance. The Existing Senior Notes are guaranteed on a senior basis by Virgin Media, Virgin Media Group LLC and Virgin Media Communications and on a senior subordinated basis by VMIH and VMIL.

On June 22, 2020, Virgin Media Finance is expected to issue U.S. dollar denominated 5.00% senior notes due 2030 with an aggregate principal amount of $925.0 million (£746.0 million equivalent) (the "**2030 VM 5.00% Notes**") and euro denominated 3.75% senior notes due 2030 with an original aggregate principal amount of €500.0 million (£442.5 million equivalent) (the "2**030 VM Euro Notes**", and together with the 2030 VM 5.00% Notes, the "**2030 VM Notes**"). Interest on the 2030 VM Notes is payable on January 15 and July 15 of each year. The 2030 VM Notes will mature on July 15, 2030. The proceeds of the 2030 VM Notes are expected to redeem the 2022 VM Senior Notes, 2024 VM Dollar Senior Notes and 2025 VM Senior Notes in full.

Existing Senior Secured Notes

On March 28, 2014, Virgin Media Secured Finance issued sterling denominated 6.25% senior secured notes due 2029 with an original aggregate principal amount of £225.0 million (the "**Original 2029 VM 6.25% Senior**

Secured Notes"). On April 1, 2014, Virgin Media Secured Finance issued sterling denominated 6.25% senior secured notes due 2029 with an original aggregate principal amount of £175.0 million (the "**Additional 2029 VM 6.25% Senior Secured Notes**" and, together with the Original 2029 VM 6.25% Sterling Senior Secured Notes, the "**2029 VM 6.25% Senior Secured Notes**"). Interest is payable on the 2029 VM 6.25% Sterling Senior Secured Notes on January 15 and July 15 of each year. The 2029 VM 6.25% Sterling Senior Secured Notes mature on March 28, 2029. As of March 31, 2020, there was an aggregate principal amount of £360.0 million of the 2029 VM 6.25% Sterling Senior Secured Notes outstanding.

On March 30, 2015, Virgin Media Secured Finance issued sterling denominated 4.875% senior secured notes due 2027 with an original aggregate principal amount of £525.0 million (the "**2027 VM 4.875% Senior Secured Notes**"). Interest is payable on the 2027 VM 4.875% Senior Secured Notes on January 15 and July 15 each year. The 2027 VM 4.875% Senior Secured Notes mature on January 15, 2027. As of March 31, 2020, there was an aggregate principal amount of £525.0 million of the 2027 VM 4.875% Senior Secured Notes outstanding.

On April 26, 2016, Virgin Media Secured Finance issued U.S. dollar denominated 5.50% senior secured notes due 2026 with an aggregate principal amount of $750.0 million (£605.0 million equivalent) (the "**2026 VM Senior Secured Notes**"). Interest is payable on the 2026 VM Senior Secured Notes on February 15 and August 15 each year. The 2026 VM Senior Secured Notes mature on August 15, 2026. As of March 31, 2020, there was an aggregate principal amount of $750.0 million (£605.0 million equivalent) of the 2026 VM Senior Secured Notes outstanding.

On February 1, 2017, Virgin Media Secured Finance issued sterling denominated 5.00% senior secured notes due 2027 with an aggregate principal amount of £675.0 million (the "**2027 VM 5.00% Senior Secured Notes**" and, together with the 2027 VM 4.875% Senior Secured Notes, the "**2027 VM Senior Secured Notes**"). Interest is payable on the 2027 VM 5.00% Senior Secured Notes on April 15 and October 15 each year. The 2027 VM 5.00% Senior Secured Notes mature on April 15, 2027. As of March 31, 2020, there was an aggregate principal amount of £675.0 million of the 2027 VM 5.00% Senior Secured Notes outstanding.

On February 8, 2017 Virgin Media Secured Finance announced the commencement of (i) an offer to exchange, any and all of its outstanding sterling denominated senior secured notes due 2021 for sterling denominated fixed-rate senior secured notes due 2025 (the "**2025 VM Senior Secured Notes**") and (ii) a solicitation of consents (the "**Consent Solicitation**") from eligible holders to make certain proposed amendments to the indenture governing the 2021 VM Senior Secured Notes, pursuant to which substantially all of the restrictive covenants, certain events of default and certain additional covenants, rights and obligations contained in the original indenture governing the 2021 VM Senior Secured Notes will be aligned with those for the 2025 VM Senior Secured Notes (the "**Proposed Amendments**"). As a result of obtaining the requisite consents in the Consent Solicitation on February 23, 2017, Virgin Media Secured Finance, the guarantors, and the trustee for the 2021 VM Senior Secured Notes entered into a supplemental indenture to the indenture governing the 2021 VM Senior Secured Notes (the "**Supplemental Indenture**") dated as of February 24, 2017, providing for the Proposed Amendments. On March 17, 2017, a principal amount of £521.3 million of Virgin Media Secured Finance's outstanding sterling denominated senior secured notes due 2021 were validly tendered for exchange. On March 21, 2017, Virgin Media Secured Finance issued an aggregate principal amount of £521.3 million of the 2025 VM Senior Secured Notes and the Proposed Amendments became operative. From March 21, 2017 to (but excluding) January 15, 2021, the 2025 VM Senior Secured Notes will bear interest at a rate of 6.00% per annum, and from (and including) January 15, 2021, the 2025 VM Senior Secured Notes will bear an interest rate of 11.00% per annum. Interest is payable on the 2025 VM Senior Secured Notes semi-annually on January 15 and July 15 each year. The 2025 VM Senior Secured Notes mature on January 15, 2025. As of March 31, 2020, there was an aggregate principal amount of £521.3 million of the 2025 VM Senior Secured Notes outstanding.

On May 16, 2019, Virgin Media Secured Finance issued U.S. dollar denominated 5.50% senior secured notes due 2029 with an aggregate principal amount outstanding of $825.0 million (£665.4 million equivalent) (the "**Original 2029 VM Dollar Senior Secured Notes**") and sterling denominated 5.25% senior secured notes due 2029 with an aggregate principal amount outstanding of £300.0 million (the "**Original 2029 VM 5.25% Senior Secured Notes**"). On July 5, 2019, Virgin Media Secured Finance issued an additional $600.0 million (£484.0 million equivalent) aggregate principal amount of its 5.50% senior secured notes due 2029 (the "**Additional 2029 VM Dollar Senior Secured Notes**", and together with the Original 2029 VM Dollar Senior Secured Notes, the "**2029 VM Dollar Senior Secured Notes**"). On August 1, 2019, Virgin Media Secured Finance issued an additional £40.0 million aggregate principal amount of its 5.25% senior secured notes due 2029 (the "**Additional 2029 VM 5.25% Senior Secured Notes**", and together with the Original 2029 VM 5.25% Sterling Senior Secured Notes, the "**2029 VM 5.25% Senior Secured Notes**"). Interest is payable on the 2029 VM Dollar Senior Secured Notes and the 2029 VM 5.25% Sterling Senior Secured Notes semi-annually on May 15 and November 15 of each

year. The 2029 VM Dollar Senior Secured Notes and the 2029 VM 5.25% Sterling Senior Secured Notes mature on May 15, 2029. As of March 31, 2020, there was an aggregate principal amount of $1,425.0 million (£1,149.4 million equivalent) of the 2029 VM Dollar Senior Secured Notes outstanding and an aggregate principal amount of £340.0 million of the 2029 VM 5.25% Sterling Senior Secured Notes outstanding.

On October 15, 2019, Virgin Media Secured Finance issued sterling denominated 4.25% senior secured notes due 2030 with an aggregate principal amount outstanding of £400.0 million (the "**2030 VM 4.25% Senior Secured Notes**"). Interest is payable on the 2030 VM 4.25% Senior Secured Notes semi-annually on April 15 and October 15 of each year. The 2030 VM 4.25% Senior Secured Notes mature on January 15, 2030. As of March 31, 2020, there was an aggregate principal amount of £400.0 million of the 2030 VM 4.25% Senior Secured Notes outstanding.

The Existing Senior Secured Notes are senior secured obligations of Virgin Media Secured Finance and are guaranteed by the Senior Secured Notes Guarantors. The Existing Senior Secured Notes rank *pari passu* with the VM Credit Facility, the Existing VM Financing Facilities (with respect to the guarantees of VMIH, Virgin Media Senior Investments Limited, Virgin Media Limited and Virgin Mobile Telecoms Limited) and, subject to certain exceptions, have protection of the same security as the VM Credit Facility.

Existing VM Financing Facilities

2016 VM Financing Facilities

On October 6, 2016, VMIH, as borrower, together with, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited, as guarantors, entered into a new senior unsecured credit facility agreement (as amended, supplemented, waived or otherwise modified from time to time, including as amended and restated by an amendment and restatement agreement dated May 1, 2020, the "**2016 VM Financing Facility Agreement**").

The 2016 VM Financing Facility Agreement provides for: (i) a revolving credit facility (the "**2016 VM Financing Excess Cash Facility**") in an aggregate principal amount up to the 2016 VM Financing Excess Cash Facility Commitment under which Virgin Media Receivables Financing Notes I Designated Activity Company (the "**2016 RFN Issuer**"), from time to time, funds loans to VMIH (the "**2016 VM Financing Excess Cash Loans**") which bear interest at a rate of 5.50% per annum; (ii) a revolving credit facility (the "**2016 VM Financing Interest Facility**") under which the 2016 RFN Issuer will, from time to time, fund non-interest bearing loans to VMIH (the "**2016 VM Financing Interest Facility Loans**"); and (iii) a term loan facility (the "**2016 VM Financing Issue Date Facility**", collectively with the 2016 VM Financing Excess Cash Facility and the 2016 VM Financing Interest Facility, the "**2016 VM Financing Facilities**") under which the 2016 RFN Issuer, from time to time, funds loans to VMIH (the "**2016 VM Financing Issue Date Facility Loan**") which bear interest at a rate of 5.50% per annum. The 2016 VM Financing Facilities will mature on September 15, 2024, and are subject to compliance with the financial covenants and undertakings described below.

As of March 31, 2020, there was an aggregate principal amount of £65.8 million of borrowings outstanding under the 2016 VM Financing Facilities.

Interest Rates

Interest will accrue on each Interest Bearing Loan daily from and including the first day of an interest period and is payable on the date that is one Business Day before the last day of each interest period and on the date of any repayment or prepayment of an Interest Bearing Loan, and is calculated on the basis of a 360-day year comprised of twelve 30 day months. The interest period for each Interest Bearing Loan will commence on the Utilization Date for that Interest Bearing Loan and end on the next 2016 VM Financing Facility Interest Payment Date, and each successive interest period shall commence on a 2016 VM Financing Facility Interest Payment Date and end on the next 2016 VM Financing Facility Interest Payment Date.

Guarantees and Security

The 2016 VM Financing Facility is guaranteed by, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited (together with VMIH, the "**2016 VM Financing Facility Obligors**"). Any subsidiary of VMIH which accedes to the Accounts Payable Management Services Agreement in accordance with its terms shall also be a guarantor under the 2016 VM Financing Facility Agreement (unless, with respect to a particular subsidiary, the 2016 RFN Transaction Documents stipulate otherwise), and any subsidiary of VMIH which resigns from the Accounts Payable Management Services

Agreement in accordance with its terms (and the applicable terms of the 2016 RFN Transaction Documents) shall cease to be a guarantor under the 2016 VM Financing Facility Agreement. The indebtedness under the 2016 VM Financing Facility Agreement is unsecured.

Repayments and Prepayments

The 2016 VM Financing Excess Cash Loans will be repaid pursuant to prior notice from the Administrator confirming that the 2016 RFN Issuer requires cash (i) for the purchase of receivables in connection with the 2016 RFN Transactions, (ii) for the redemption of all or part of 2016 Receivables Financing Notes, or (iii) for cash in connection with a 2016 Receivables Financing Notes Approved Exchange Offer; *provided* that, VMIH will also repay all outstanding 2016 VM Financing Excess Cash Loans by one Business Day before the earlier of (i) the 2016 VM Financing Facility Agreement Termination Date relating to the 2016 VM Financing Excess Cash Facility and (ii) any date for redemption of all the 2016 Receivables Financing Notes in full.

The 2016 VM Financing Interest Facility Loans will be repaid (or deemed repaid, as the case may be) (i) pursuant to prior notice from the Administrator confirming that the 2016 RFN Issuer requires cash for payment of interest due and payable on the 2016 Receivables Financing Notes (subject to the receipt of certain shortfall payments due from VMIH in accordance with the terms of the 2016 VM Financing Facility Agreement), (ii) in an amount equal to a specified excess payment, if due and payable by the 2016 RFN Issuer under the 2016 VM Financing Facility Agreement, (iii) in an amount equal to the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account (as defined in the 2016 VM Financing Facility Agreement) will be insufficient to pay the interest due and payable by the 2016 RFN Issuer on the 2016 Receivables Financing Notes on any date for redemption of the 2016 Receivables Financing Notes that is not a 2016 VM Financing Facility Interest Payment Date or (iv) pursuant to prior notice from the Administrator confirming that the 2016 RFN Issuer requires cash in connection with a 2016 Receivables Financing Notes Approved Exchange Offer; *provided* that, VMIH will also repay all outstanding 2016 VM Financing Interest Facility Loans by one Business Day before the earlier of (i) the 2016 VM Financing Facility Agreement Termination Date relating to the 2016 VM Financing Interest Facility and (ii) any date for redemption of all the 2016 Receivables Financing Notes in full.

The 2016 VM Financing Issue Date Facility Loan will be repaid on or before the 2016 VM Financing Facility Agreement Termination Date relating to the 2016 VM Financing Issue Date Facility.

In addition to the repayments described above, the 2016 VM Financing Facility Agreement contains provisions in relation to voluntary prepayment. VMIH may prepay all of the 2016 VM Financing Facility Loans and cancel all of the Commitments of the 2016 RFN Issuer on three Business Days' (or shorter period as agreed by the Administrator) prior notice, subject to certain provisions. Following receipt of notice from the 2016 RFN Issuer that a Tax Event has occurred or will occur, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, VMIH is permitted to prepay all of the 2016 VM Financing Facility Loans and cancel all of the Commitments of the 2016 RFN Issuer, subject to certain provisions. Additionally, for so long as a Drawstop Event has occurred and is continuing, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, VMIH is permitted to prepay all or part of the 2016 VM Financing Interest Facility Loans and/or 2016 VM Financing Excess Cash Loans, but such prepayment shall not result in the cancellation of the Commitments of the 2016 RFN Issuer.

The 2016 VM Financing Facility must also be prepaid (including all receivables assigned to the 2016 RFN Issuer pursuant to the platform documentation entered into in connection with the 2016 RFN Transactions) on the occurrence of any illegality (as described in the 2016 VM Financing Facility Agreement) subject to certain conditions.

Automatic Cancellation

Any unutilized amount of a 2016 VM Financing Facility will be automatically cancelled on the earlier of: (i) the end of its Availability Period; and (ii) the redemption of all of the 2016 Receivables Financing Notes in full.

Events of Default

The 2016 VM Financing Facility Agreement contains certain customary events of default (each, an "**2016 VM Financing Facility Event of Default**"), the occurrence of which, subject to certain agreed exceptions, thresholds, materiality and grace periods, would allow the 2016 RFN Issuer (by notice to VMIH) to (i) cancel the

Total Commitments, (ii) accelerate all outstanding 2016 VM Financing Facility Loans, (iii) declare that all or part of the 2016 VM Financing Facility Loans be payable on demand and/or (iv) exercise any or all of its rights, remedies, powers or discretions under the 2016 VM Financing Facility Finance Documents.

Undertakings

The 2016 VM Financing Facility Agreement includes certain negative undertakings that, subject to certain customary and other agreed exceptions, limit the ability of VMIH, any Permitted Affiliate Parent and each Restricted Subsidiary to, among other things: (i) incur or guarantee additional indebtedness and issue certain preferred stock; (ii) pay dividends, redeem capital stock and make certain investments; (iii) make certain other restricted payments; (iv) create or permit to exist certain liens; (v) impose restrictions on the ability of Restricted Subsidiaries to pay dividends or make other payments to VMIH, any Permitted Affiliate Parent or any other Restricted Subsidiary; (vi) transfer, lease or sell certain assets including subsidiary stock; (vii) merge or consolidate with other entities; and (viii) enter into certain transactions with affiliates.

The 2016 VM Financing Facility Agreement also requires VMIH, any Permitted Affiliate Parent and certain Restricted Subsidiaries to observe certain information and reporting undertakings. The information undertakings include: (i) the 2016 VM Financing Facility Obligors promptly supplying the necessary information if a change in law or the status of the 2016 VM Financing Facility Obligors or their shareholders obliges the Administrator or the 2016 RFN Issuer to comply with "know your customer" laws; and (ii) VMIH must notify the Administrator of any 2016 VM Financing Facility Default or 2016 VM Financing Facility Event of Default within 30 days after the occurrence of any 2016 VM Financing Facility Default or 2016 VM Financing Facility Event of Default. As part of their reporting undertakings, VMIH or any Permitted Affiliate Parent must provide annual reports, quarterly reports and certain material acquisitions or disposals of the Virgin Reporting Entity and its Restricted Subsidiaries (taken as a whole), as well as any material developments in the business of the Virgin Reporting Entity and its Restricted Subsidiaries (taken as a whole), in each case in certain specified circumstances and within the time periods stipulated in the 2016 VM Financing Facility Agreement.

Certain Definitions

For purposes of this section "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—Existing VM Financing Facilities—2016 VM Financing Facility Agreement*" only:

"**2016 Receivables Financing Notes**" means the 2016 RFN Issuer's £800 million aggregate principal amount outstanding of 5.5% Receivables Financing Notes due 2024.

"**2016 Receivables Financing Notes Approved Exchange Offer**" means an exchange offer launched in certain specified circumstances by the 2016 RFN Issuer, designed to allow holders of the 2016 Receivables Financing Notes to exchange up to a specified principal amount of 2016 Receivables Financing Notes for a principal amount of new receivables financing notes.

"**2016 RFN Issue Date**" means October 6, 2016.

"**2016 RFN Transaction Documents**" means the transaction documents entered into in connection with, and which govern, the 2016 RFN Transactions.

"**2016 RFN Transactions**" means the issuance by the 2016 RFN Issuer of the 2016 Receivables Financing Notes and the transactions related thereto, including entry into the 2016 VM Financing Facility Agreement.

"**2016 VM Financing Excess Cash Facility Commitment**" means the aggregate of all 2016 VM Financing Excess Cash Facility Commitments assumed by the 2016 RFN Issuer in accordance with the 2016 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2016 VM Financing Facility Agreement.

"**2016 VM Financing Facility Agreement Termination Date**" means:

(a) in relation to the 2016 VM Financing Excess Cash Facility, September 15, 2024 or if earlier, the date of repayment and cancellation in full of the 2016 VM Financing Excess Cash Facility;

(b) in relation to the 2016 VM Financing Interest Facility, September 15, 2024 or if earlier, the date of repayment and cancellation in full of the 2016 VM Financing Interest Facility; and

(c) in relation to the 2016 VM Financing Issue Date Facility, September 15, 2024 or if earlier, the date of repayment and cancellation in full of the 2016 VM Financing Issue Date Facility.

"**2016 VM Financing Facility Default**" means a 2016 VM Financing Facility Event of Default or any event or circumstance specified in the 2016 VM Financing Facility Agreement which would (with the expiry of a grace period or the giving of notice) be a 2016 VM Financing Facility Event of Default.

"**2016 VM Financing Facility Finance Documents**" means the 2016 VM Financing Facility Agreement, the other documents designated as "Finance Documents" in the 2016 VM Financing Facility Agreement and any other document designated as a "Finance Document" by the 2016 RFN Issuer and VMIH.

"**2016 VM Financing Facility Interest Payment Date**" means the days on which interest is payable in pound sterling semi-annually in arrears: March 15 and September 15 of each year, subject to adjustment for non-business days.

"**2016 VM Financing Facility Loans**" means, collectively, the 2016 VM Financing Excess Cash Loans, the 2016 VM Financing Interest Facility Loans and the 2016 VM Financing Issue Date Facility Loan, and "**2016 VM Financing Facility Loan**" means any of them.

"**2016 VM Financing Interest Facility Commitment**" means the aggregate of all 2016 VM Financing Interest Facility Commitments assumed by the 2016 RFN Issuer in accordance with the 2016 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2016 VM Financing Facility Agreement.

"**2016 VM Financing Issue Date Facility Commitment**" means the aggregate all amounts of 2016 VM Financing Issue Date Facility Commitment assumed by the 2016 RFN Issuer in accordance with the 2016 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2016 VM Financing Facility Agreement.

"**Accounts Payable Management Services Agreement**" has the meaning assigned to such term in the 2016 VM Financing Facility Agreement.

"**Administrator**" means The Bank of New York Mellon, London Branch, in its capacity as administrator for the 2016 RFN Issuer under the 2016 VM Financing Facility Agreement.

"**Availability Period**" means:

(a) in relation to the 2016 VM Financing Excess Cash Facility, the period from and including the date of the 2016 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2016 RFN Issuer prior to the 2016 VM Financing Facility Agreement Termination Date;

(b) in relation to the 2016 VM Financing Interest Facility, the period from and including the date of the 2016 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2016 RFN Issuer prior to the 2016 VM Financing Facility Agreement Termination Date; and

(c) in relation to the 2016 VM Financing Issue Date Facility, the period from and including the date of the 2016 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2016 RFN Issuer prior to the 2016 VM Financing Facility Agreement Termination Date.

"**Business Day**" means each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, The Netherlands, New York, U.S., Dublin, Ireland or London, England are authorized or required by law to close.

"**Commitments**" means a 2016 VM Financing Excess Cash Facility Commitment, a 2016 VM Financing Interest Facility Commitment and/or a 2016 VM Financing Issue Date Facility Commitment, as applicable.

"**Drawstop Event**" means the delivery of a revocable notice, indicating that VMIH wishes to disapply certain utilization clauses of the 2016 VM Financing Facility Agreement with immediate effect, by VMIH to the Administrator (on behalf of the 2016 RFN Issuer) in accordance with the terms of the 2016 VM Financing Facility Agreement which has not been withdrawn or revoked by VMIH.

"**Interest Bearing Loans**" means the 2016 VM Financing Excess Cash Loans and the 2016 VM Financing Issue Date Facility Loan.

"**Permitted Affiliate Parent**" has the meaning assigned to such term in the 2016 VM Financing Facility Agreement.

"**Restricted Subsidiary**" has the meaning assigned to such term in the 2016 VM Financing Facility Agreement.

"**Tax Event**" means the occurrence of any of the following events by reason of a change in tax law (or in the application or official interpretation of any tax law) that has not become effective prior to the 2016 RFN Issue Date:

(a) the 2016 RFN Issuer would on the next 2016 VM Financing Facility Interest Payment Date be required to deduct or withhold from any payment of principal, interest or other amounts (if any) on the 2016 Receivables Financing Notes any amount for or on account of any present or future taxes, imposed, levied, collected, withheld or assessed by the jurisdiction of tax residency of the 2016 RFN Issuer or any political subdivision thereof or any authority thereof or therein and would be required to make an additional payment in respect thereof pursuant to Condition 9(a) (*Taxation—Gross Up for Deduction or Withholding*) of the Terms and Conditions of the 2016 Receivables Financing Notes; or

(b) any amounts payable by VMIH or any member of the VM Group to the 2016 RFN Issuer under the 2016 VM Financing Facility Agreement or in respect of the funding costs of the 2016 RFN Issuer cease to be receivable in full or VMIH or any member of the VM Group incurs increased costs thereunder.

"**Total Commitments**" means the aggregate of the 2016 VM Financing Excess Cash Facility Commitments, the 2016 VM Financing Interest Facility Commitments and the 2016 VM Financing Issue Date Facility Commitments, as the same may be increased or reduced in accordance with the terms of the 2016 VM Financing Facility Agreement.

"**Utilisation Date**" means the date on which a 2016 VM Financing Facility Loan is (or is requested to be) made.

"**Virgin Reporting Entity**" has the meaning assigned to such term in the 2016 VM Financing Facility Agreement.

"**VM Group**" means VMIH together with any of its subsidiaries from time to time.

2018 VM Financing Facilities

On April 4, 2018, VMIH, as borrower, together with, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited, as guarantors, entered into a new senior unsecured credit facility agreement (as amended, supplemented, waived or otherwise modified from time to time, including as amended and restated by an amendment and restatement agreement dated May 1, 2020, the "**2018 VM Financing Facility Agreement**").

The 2018 VM Financing Facility Agreement provides for: (i) a revolving credit facility (the "**2018 VM Financing Excess Cash Facility**") in an aggregate principal amount up to the 2018 VM Financing Excess Cash Facility Commitment under which Virgin Media Receivables Financing Notes I Designated Activity Company (the "**2018 RFN Issuer**"), from time to time, funds loans to VMIH (the "**2018 VM Financing Excess Cash Loans**") which bear interest at a rate of 5.75% per annum; (ii) a revolving credit facility (the "**2018 VM Financing Interest Facility**") under which the 2018 RFN Issuer will, from time to time, fund non-interest bearing loans to VMIH (the "**2018 VM Financing Interest Facility Loans**"); and (iii) a term loan facility (the "**2018 VM Financing Issue Date Facility**", collectively with the 2018 VM Financing Excess Cash Facility and the 2018 VM Financing Interest Facility, the "**2018 VM Financing Facilities**") under which the 2018 RFN Issuer, from time to time, funds loans to VMIH (the "**2018 VM Financing Issue Date Facility Loan**") which bear interest at a rate of 5.75% per annum. The 2018 VM Financing Facilities will mature on April 15, 2023, and are subject to compliance with the financial covenants and undertakings described below.

As of March 31, 2020, there was an aggregate principal amount of £2.1 million of borrowings outstanding under the 2018 VM Financing Facilities.

Interest Rates

Interest will accrue on each Interest Bearing Loan daily from and including the first day of an interest period and is payable on the date that is one Business Day before the last day of each interest period and on the date of any repayment or prepayment of an Interest Bearing Loan, and is calculated on the basis of a 360-day year comprised of twelve 30 day months. The interest period for each Interest Bearing Loan will commence on the Utilization Date for that Interest Bearing Loan and end on the next 2018 VM Financing Facility Interest Payment Date, and each successive interest period shall commence on a 2018 VM Financing Facility Interest Payment Date and end on the next 2018 VM Financing Facility Interest Payment Date.

Guarantees and Security

The 2018 VM Financing Facility is guaranteed by, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited (together with VMIH, the "**2018 VM Financing Facility Obligors**"). Any subsidiary of VMIH which accedes to the Accounts Payable Management Services Agreement in accordance with its terms shall also be a guarantor under the 2018 VM Financing Facility Agreement (unless, with respect to a particular subsidiary, the 2018 RFN Transaction Documents stipulate otherwise), and any subsidiary of VMIH which resigns from the Accounts Payable Management Services Agreement in accordance with its terms (and the applicable terms of the 2018 RFN Transaction Documents) shall cease to be a guarantor under the 2018 VM Financing Facility Agreement. The indebtedness under the 2018 VM Financing Facility Agreement is unsecured.

Repayments and Prepayments

The 2018 VM Financing Excess Cash Loans will be repaid pursuant to prior notice from the Administrator confirming that the 2018 RFN Issuer requires cash (i) for the purchase of receivables in connection with the 2018 RFN Transactions, (ii) for the redemption of all or part of 2018 Receivables Financing Notes, or (iii) for cash in connection with a 2018 Receivables Financing Notes Approved Exchange Offer; *provided* that, VMIH will also repay all outstanding 2018 VM Financing Excess Cash Loans by one Business Day before the earlier of (i) the 2018 VM Financing Facility Agreement Termination Date relating to the 2018 VM Financing Excess Cash Facility and (ii) any date for redemption of all the 2018 Receivables Financing Notes in full.

The 2018 VM Financing Interest Facility Loans will be repaid (or deemed repaid, as the case may be) (i) pursuant to prior notice from the Administrator confirming that the 2018 RFN Issuer requires cash for payment of interest due and payable on the 2018 Receivables Financing Notes (subject to the receipt of certain shortfall payments due from VMIH in accordance with the terms of the 2018 VM Financing Facility Agreement), (ii) in an amount equal to a specified excess payment, if due and payable by the 2018 RFN Issuer under the 2018 VM Financing Facility Agreement, (iii) in an amount equal to the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account (as defined in the 2018 VM Financing Facility Agreement) will be insufficient to pay the interest due and payable by the 2018 RFN Issuer on the 2018 Receivables Financing Notes on any date for redemption of the 2018 Receivables Financing Notes that is not a 2018 VM Financing Facility Interest Payment Date, or (iv) pursuant to prior notice from the Administrator confirming that the 2018 RFN Issuer requires cash in connection with a 2018 Receivables Financing Notes Approved Exchange Offer; *provided* that, VMIH will also repay all outstanding 2018 VM Financing Interest Facility Loans by one Business Day before the earlier of (i) the 2018 VM Financing Facility Agreement Termination Date relating to the 2018 VM Financing Interest Facility and (ii) any date for redemption of all the 2018 Receivables Financing Notes in full.

The 2018 VM Financing Issue Date Facility Loan will be repaid on or before the 2018 VM Financing Facility Agreement Termination Date relating to the 2018 VM Financing Issue Date Facility.

In addition to the repayments described above, the 2018 VM Financing Facility Agreement contains provisions in relation to voluntary prepayment. VMIH may prepay all of the 2018 VM Financing Facility Loans and cancel all of the Commitments of the 2018 RFN Issuer on three Business Days' (or shorter period as agreed by the Administrator) prior notice, subject to certain provisions. Following receipt of notice from the 2018 RFN Issuer that a Tax Event has occurred or will occur, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, VMIH is permitted to prepay all of the 2018 VM Financing Facility Loans and cancel all of the Commitments of the 2018 RFN Issuer, subject to certain provisions. Additionally, for so long as a Drawstop Event has occurred and is continuing, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, VMIH is permitted to prepay all or part of the 2018 VM Financing Interest Facility Loans and/or 2018 VM Financing Excess Cash Loans, but such prepayment shall not result in the cancellation of the Commitments of the 2018 RFN Issuer.

The 2018 VM Financing Facility must also be prepaid (including all receivables assigned to the 2018 RFN Issuer pursuant to the platform documentation entered into in connection with the 2018 RFN Transactions) on the occurrence of any illegality (as described in the 2018 VM Financing Facility Agreement) subject to certain conditions.

Automatic Cancellation

Any unutilized amount of a 2018 VM Financing Facility will be automatically cancelled on the earlier of: (i) the end of its Availability Period; and (ii) the redemption of all of the 2018 Receivables Financing Notes in full.

Events of Default

The 2018 VM Financing Facility Agreement contains certain customary events of default (each, an "**2018 VM Financing Facility Event of Default**"), the occurrence of which, subject to certain agreed exceptions, thresholds, materiality and grace periods, would allow the 2018 RFN Issuer (by notice to VMIH) to (i) cancel the Total Commitments, (ii) accelerate all outstanding 2018 VM Financing Facility Loans, (iii) declare that all or part of the 2018 VM Financing Facility Loans be payable on demand and/or (iv) exercise any or all of its rights, remedies, powers or discretions under the 2018 VM Financing Facility Finance Documents.

Undertakings

The 2018 VM Financing Facility Agreement includes certain negative undertakings that, subject to certain customary and other agreed exceptions, limit the ability of VMIH, any Permitted Affiliate Parent and each Restricted Subsidiary to, among other things: (i) incur or guarantee additional indebtedness and issue certain preferred stock; (ii) pay dividends, redeem capital stock and make certain investments; (iii) make certain other restricted payments; (iv) create or permit to exist certain liens; (v) impose restrictions on the ability of Restricted Subsidiaries to pay dividends or make other payments to VMIH, any Permitted Affiliate Parent or any other Restricted Subsidiary; (vi) transfer, lease or sell certain assets including subsidiary stock; (vii) merge or consolidate with other entities; and (viii) enter into certain transactions with affiliates.

The 2018 VM Financing Facility Agreement also requires VMIH, any Permitted Affiliate Parent and certain Restricted Subsidiaries to observe certain information and reporting undertakings. The information undertakings include: (i) the 2018 VM Financing Facility Obligors promptly supplying the necessary information if a change in law or the status of the 2018 VM Financing Facility Obligors or their shareholders obliges the Administrator or the 2018 RFN Issuer to comply with "know your customer" laws; and (ii) VMIH must notify the Administrator of any 2018 VM Financing Facility Default or 2018 VM Financing Facility Event of Default within 30 days after the occurrence of any 2018 VM Financing Facility Default or 2018 VM Financing Facility Event of Default. As part of their reporting undertakings, VMIH or any Permitted Affiliate Parent must provide annual reports, quarterly reports and certain material acquisitions or disposals of the Virgin Reporting Entity and its Restricted Subsidiaries (taken as a whole), as well as any material developments in the business of the Virgin Reporting Entity and its Restricted Subsidiaries (taken as a whole), in each case in certain specified circumstances and within the time periods stipulated in the 2018 VM Financing Facility Agreement.

Certain Definitions

For purposes of this section "*Description of Virgin Media—Description of Other Indebtedness of Virgin Media—Existing VM Financing Facilities—2018 VM Financing Facilities*" only:

"**2018 Receivables Financing Notes**" means the 2018 RFN Issuer's £400 million aggregate principal amount outstanding of 5.75% Receivables Financing Notes due 2023.

"**2018 Receivables Financing Notes Approved Exchange Offer**" means an exchange offer launched in certain specified circumstances by the 2018 RFN Issuer, designed to allow holders of the 2018 Receivables Financing Notes to exchange up to a specified principal amount of 2018 Receivables Financing Notes for a principal amount of new receivables financing notes.

"**2018 RFN Issue Date**" means April 4, 2018.

"**2018 RFN Transaction Documents**" means the transaction documents entered into in connection with, and which govern, the 2018 RFN Transactions.

"**2018 RFN Transactions**" means the issuance by the 2018 RFN Issuer of the 2018 Receivables Financing Notes and the transactions related thereto, including entry into the 2018 VM Financing Facility Agreement.

"**2018 VM Financing Excess Cash Facility Commitment**" means the aggregate of all 2018 VM Financing Excess Cash Facility Commitments assumed by the 2018 RFN Issuer in accordance with the 2018 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2018 VM Financing Facility Agreement.

"**2018 VM Financing Facility Agreement Termination Date**" means:

(a) in relation to the 2018 VM Financing Excess Cash Facility, April 15, 2023 or if earlier, the date of repayment and cancellation in full of the 2018 VM Financing Excess Cash Facility;

(b) in relation to the 2018 VM Financing Interest Facility, April 15, 2023 or if earlier, the date of repayment and cancellation in full of the 2018 VM Financing Interest Facility; and

(c) in relation to the 2018 VM Financing Issue Date Facility, April 15, 2023 or if earlier, the date of repayment and cancellation in full of the 2018 VM Financing Issue Date Facility.

"**2018 VM Financing Facility Default**" means a 2018 VM Financing Facility Event of Default or any event or circumstance specified in the 2018 VM Financing Facility Agreement which would (with the expiry of a grace period or the giving of notice) be a 2018 VM Financing Facility Event of Default.

"**2018 VM Financing Facility Finance Documents**" means the 2018 VM Financing Facility Agreement, the other documents designated as "Finance Documents" in the 2018 VM Financing Facility Agreement and any other document designated as a "Finance Document" by the 2018 RFN Issuer and VMIH.

"**2018 VM Financing Facility Interest Payment Date**" means the days on which interest is payable in pound sterling semi-annually in arrears: January 15 and July 15 of each year, subject to adjustment for non-business days.

"**2018 VM Financing Interest Facility Commitment**" means the aggregate of all 2018 VM Financing Interest Facility Commitments assumed by the 2018 RFN Issuer in accordance with the 2018 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2018 VM Financing Facility Agreement.

"**2018 VM Financing Facility Loans**" means, collectively, the 2018 VM Financing Excess Cash Loans, the 2018 VM Financing Interest Facility Loans and the 2018 VM Financing Issue Date Facility Loan, and "**2018 VM Financing Facility Loan**" means any of them.

"**2018 VM Financing Issue Date Facility Commitment**" means the aggregate all amounts of 2018 VM Financing Issue Date Facility Commitment assumed by the 2018 RFN Issuer in accordance with the 2018 VM Financing Facility Agreement to the extent not cancelled, reduced or assigned by it under the 2018 VM Financing Facility Agreement.

"**Accounts Payable Management Services Agreement**" has the meaning assigned to such term in the 2018 VM Financing Facility Agreement.

"**Administrator**" means The Bank of New York Mellon, London Branch, in its capacity as administrator for the 2018 RFN Issuer under the 2018 VM Financing Facility Agreement.

"**Availability Period**" means:

(a) in relation to the 2018 VM Financing Excess Cash Facility, the period from and including the date of the 2018 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2018 RFN Issuer prior to the 2018 VM Financing Facility Agreement Termination Date;

(b) in relation to the 2018 VM Financing Interest Facility, the period from and including the date of the 2018 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2018 RFN Issuer prior to the 2018 VM Financing Facility Agreement Termination Date; and

(c) in relation to the 2018 VM Financing Issue Date Facility, the period from and including the date of the 2018 VM Financing Facility Agreement to and including the date falling one Business Day or such shorter period as may be agreed by VMIH and the 2018 RFN Issuer prior to the 2018 VM Financing Facility Agreement Termination Date.

"**Business Day**" means each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, The Netherlands, New York, U.S., Dublin, Ireland or London, England are authorized or required by law to close.

"**Commitments**" means a 2018 VM Financing Excess Cash Facility Commitment, a 2018 VM Financing Interest Facility Commitment and/or a 2018 VM Financing Issue Date Facility Commitment, as applicable.

"**Drawstop Event**" means the delivery of a revocable notice, indicating that VMIH wishes to disapply certain utilization clauses of the 2018 VM Financing Facility Agreement with immediate effect, by VMIH to the Administrator (on behalf of the 2018 RFN Issuer) in accordance with the terms of the 2018 VM Financing Facility Agreement which has not been withdrawn or revoked by VMIH.

"**Interest Bearing Loans**" means the 2018 VM Financing Excess Cash Loans and the 2018 VM Financing Issue Date Facility Loan.

"**Permitted Affiliate Parent**" has the meaning assigned to such term in the 2018 VM Financing Facility Agreement.

"**Restricted Subsidiary**" has the meaning assigned to such term in the 2018 VM Financing Facility Agreement.

"**Tax Event**" means the occurrence of any of the following events by reason of a change in tax law (or in the application or official interpretation of any tax law) that has not become effective prior to the 2018 RFN Issue Date:

(a) the 2018 RFN Issuer would on the next 2018 VM Financing Facility Interest Payment Date be required to deduct or withhold from any payment of principal, interest or other amounts (if any) on the 2018 Receivables Financing Notes any amount for or on account of any present or future taxes, imposed, levied, collected, withheld or assessed by the jurisdiction of tax residency of the 2018 RFN Issuer or any political subdivision thereof or any authority thereof or therein and would be required to make an additional payment in respect thereof pursuant to Condition 9(a) (*Taxation—Gross Up for Deduction or Withholding*) of the Terms and Conditions of the 2018 Receivables Financing Notes; or

(b) any amounts payable by VMIH or any member of the VM Group to the 2018 RFN Issuer under the 2018 VM Financing Facility Agreement or in respect of the funding costs of the 2018 RFN Issuer cease to be receivable in full or VMIH or any member of the VM Group incurs increased costs thereunder.

"**Total Commitments**" means the aggregate of the 2018 VM Financing Excess Cash Facility Commitments, the 2018 VM Financing Interest Facility Commitments and the 2018 VM Financing Issue Date Facility Commitments, as the same may be increased or reduced in accordance with the terms of the 2018 VM Financing Facility Agreement.

"**Utilisation Date**" means the date on which a 2018 VM Financing Facility Loan is (or is requested to be) made.

"**VM Group**" means VMIH together with any of its subsidiaries from time to time.

"**Virgin Reporting Entity**" has the meaning assigned to such term in the 2018 VM Financing Facility Agreement.

SUMMARY OF PRINCIPAL DOCUMENTS

Trust Deed

On the Issue Date, the Issuer, the Notes Trustee, the Security Trustee, the Registrar, Paying Agent and Transfer Agent, the Administrator and the Account Bank will enter into the Trust Deed, under which the Notes (including the Additional Notes) will be constituted. Pursuant to the Trust Deed, the Issuer will covenant to (i) pay to or to the order of the Notes Trustee all interest, principal and other amounts in respect of the Notes, and (ii) comply with the covenants set out therein. The Trust Deed will also contain provisions in relation to the application of funds of the Issuer both before and after service of an Enforcement Notice (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")). See Condition 3 ("*Status, Priority and Security*").

Pursuant to the Trust Deed, the Issuer will appoint the Notes Trustee and the Security Trustee. On the Issue Date, the Trust Deed will also create the security interests over the Notes Collateral, as further described in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes—Notes Collateral*" in favour of the Security Trustee and for the benefit of the Secured Parties. Each Secured Party party to the Trust Deed (other than the Security Trustee) will agree that it will not be entitled to take, and will not take, any steps whatsoever to enforce its rights in respect of the security created by the Notes Security Documents, or to direct the Security Trustee to do so, save where the Security Trustee has become bound to do so following service of an Enforcement Notice and has failed to do so within a reasonable period of time. The Trust Deed will contain representations by the Issuer to the effect that the Issuer was and will be, subject to the security interests created by the relevant Notes Security Document, absolutely entitled to such Notes Collateral free from all encumbrances of any kind, other than Permitted Encumbrances (as defined therein).

If an Issuer Event of Default (as defined in Condition 10 ("*Issuer Events of Default*") occurs and is continuing, the Notes Trustee may, and upon the instructions of Noteholders (including by an Extraordinary Resolution) shall declare all the Notes to be due or payable in accordance with the Conditions and the Trust Deed; *provided that*, upon the occurrence of an Issuer Event of Default described in Condition 10(b)(v) ("*Issuer Events of Default—Events*"), the Note Acceleration Notice (as defined in Condition 10(a) ("*Issuer Events of Default—Determination of an Issuer Event of Default*")) will be deemed to have been given and all the Notes will immediately become due and payable. See Condition 10 ("*Issuer Events of Default*") included elsewhere in this Offering Circular for full list of events constituting an Issuer Event of Default under the Trust Deed. Following the service of a Note Acceleration Notice on the Issuer, the Security Trustee or the Noteholders may serve an Enforcement Notice on the Issuer, declaring the security created by the Notes Security Documents to be enforceable. Upon receipt of any Enforcement Notice, the Issuer will be required to promptly (within 10 Business Days) deliver to the Obligors an Obligor Enforcement Notification pursuant to the Framework Assignment Agreement, in accordance with Condition 11(c) ("*Enforcement—Enforcement Notice*").

The Trust Deed will contain provisions requiring each of the Notes Trustee and the Security Trustee (except where expressly provided otherwise) to have regard to the interests of the Noteholders as a single class in the exercise and performance of all its powers, trusts, authorities, duties and discretions. If, in the opinion of the Notes Trustee or Security Trustee, as the case may be, there is a conflict of interest between the interests of two or more groups of Noteholders, the Notes Trustee or the Security Trustee, as the case may be, will have regard only to the interests of, and will take instructions from, the group which holds the greater amount of Notes outstanding. The Trust Deed further stipulates that, so long as any of the Notes remain outstanding, the Notes Trustee and the Security Trustee, as the case may be, shall have no regard to the interests of any Secured Party other than the Noteholders, or to the interests of any other person.

The Trust Deed contains standard limited recourse and non-petition provisions with respect to the Issuer.

The Trust Deed will be governed by English law.

Agency and Account Bank Agreement

On or about the Issue Date, the Issuer, VMIH, the Notes Trustee, the Security Trustee, the Administrator, the Account Bank, the Paying Agent, the Transfer Agent and the Registrar (each of the Administrator, the Account Bank, the Paying Agent, the Transfer Agent and the Registrar an "**Agent**" and together, the "**Agents**") will enter into an English law agency and account bank agreement (the "**Agency and Account Bank Agreement**"). Pursuant to the Agency and Account Bank Agreement, the Issuer will appoint:

(i) the Administrator to: (a) maintain records relating to the Assigned Receivables acquired, and New VM Financing Facility Loans advanced, by the Issuer in order to, *inter alia*, make certain specified

calculations, reports and notifications, (b) perform comparisons of such records and notify the Issuer of any apparent discrepancies, with a view to performing a reconciliation of such records, (c) manage the receipt of periodic payments arising from maturing Assigned Receivables as well as payments of interest and principal arising from New VM Financing Facility Loans into the relevant Issuer Transaction Accounts, (d) manage payments from the Issuer arising from the purchase, from time to time, of VM Accounts Receivable by the Issuer to the Platform Provider, (e) manage the advance of any New VM Financing Facility Loans (and demands for repayments thereof and any other payments) made by the Issuer to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement, (f) perform various calculations in connection with the aforementioned duties, including (but not limited to), six Business Days prior to each Interest Payment Date, calculation of any Term Shortfall Payment or Term Excess Arrangement Payment (each as defined in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*") to be made between the Issuer and VMIH, which shall be equal to the difference between (i) the amount of interest due and payable on the Notes on such Interest Payment Date, and (ii) the amount of any interest accrued pursuant to the Excess Cash Loans, the Issue Date Facility Loans, the Premium accrued in respect of Assigned Receivables, and the Retained Amount Interest accrued in respect of any Retained Amounts (each as defined in "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes*") (which has been deposited into the Interest Proceeds Account six Business Days prior to such Interest Payment Date), and (g) notify VMIH if such periodic payments arising from maturing Assigned Receivables and payments of interest and principal arising from New VM Financing Facility Loans are not received in full or if, for any reason, there are insufficient funds standing to the credit of the relevant Issuer Transaction Account for the transfer of any sums previously determined by the Administrator;

(ii) the Account Bank to: (a) hold such monies as may be deposited from time to time with it in the relevant Issuer Transaction Account, (b) apply such monies as it may from time to time be so directed in writing by the Issuer or by the Administrator acting on behalf of the Issuer, (c) make payments as instructed by the Administrator (acting on behalf of the Issuer) or the Issuer on certain specified dates and times, and (d) receive all income and other payments made to it with respect to the Assigned Receivables acquired, and the New VM Financing Facility Loans advanced by, the Issuer and credit such income promptly upon receipt thereof to the relevant Issuer Transaction Account;

(iii) the Paying Agent to act as the paying agent of the Issuer with respect to payments of principal, interest, or any other payments in respect of the Notes (including, without limitation, prepayments) of which it is notified by the Notes Trustee, the Administrator (acting on behalf of the Issuer) or the Issuer;

(iv) the Transfer Agent to act as its agent in facilitating transfers of the Notes, in accordance with the Trust Deed, on behalf of the Issuer; and

(v) the Registrar to: (a) register all transfers of Notes, (b) receive any document in relation to or affecting the title to any of the Notes, including all forms of transfer, forms of exchange, probates, letters of administration and powers of attorney, (c) maintain proper records of the details of all documents received by itself or the Transfer Agent, (d) prepare all such lists of Noteholders as may be required by the Issuer, the Notes Trustee or the Paying Agent or any person authorized by any of the foregoing and (e) notify the Paying Agent, upon its request and not less than seven days prior to each Interest Payment Date, of the names and addresses of all registered Noteholders at the close of business on the record date specified as well as the amounts of their holdings in order to enable the Paying Agent to make or arrange for payment to the Noteholders of interest payable in respect of the Notes or amounts required to redeem the Notes, as the case may be;

Each Agent may resign its appointment at any time, and shall not be obliged to provide any reason for such resignation or be responsible for any expenses or other liabilities incurred by the Issuer, by giving the Issuer (with a copy to the Administrator and the Notes Trustee) at least 60 days' prior written notice and, with respect to the Administrator only, 180 days' prior written notice to that effect, *provided that* no such notice shall take effect until a replacement agent which agrees to exercise the powers and undertake the duties conferred and imposed upon such Agent has been appointed.

The Issuer may, at any time, with the prior written approval of the Notes Trustee (except with respect to the Administrator and the Account Bank, in which case no such prior written approval shall be required), appoint additional Agents and/or terminate the appointment of any Agent by giving to the Administrator, the Notes Trustee, the Security Trustee, the Agent concerned and the other Agents at least 60 days' prior written notice to that effect, provided that it will maintain at all times a Registrar, Paying Agent, Account Bank, Administrator

and/or Transfer Agent and provided always that no such notice shall take effect until a new Registrar, Paying Agent, Account Bank, Administrator and/or Transfer Agent, as applicable (approved in advance in writing by the Notes Trustee) which agrees to exercise the powers and undertake the duties conferred and imposed upon such Agent has been appointed.

The Agency and Account Bank Agreement contains standard limited recourse and non-petition provisions with respect to the Issuer.

The Agency and Account Bank Agreement will be governed by English law.

Framework Assignment Agreement

On or about the Issue Date, the Issuer, as purchaser, will enter into the Framework Assignment Agreement with, among others, the Platform Provider, the Obligors' Parent, The Bank of New York Mellon, London Branch as administrator and Virgin Media Ireland Ltd. as the "Excluded Buyer" (the "**Excluded Buyer**"). Under the Framework Assignment Agreement, from time to time commencing on the Issue Date, the Issuer may purchase and have assigned to it on a non-recourse basis, up to the Purchase Limits specified in the applicable Assignment Framework Notes, and the Platform Provider may sell and assign (including pursuant to the Block Transfer and the 2018 Block Transfer) on a non-recourse basis, eligible VM Accounts Receivable that have been transferred to or acquired by the Platform Provider following an SCF Transfer.

Each VM Account Receivable to be purchased by the Issuer must meet, and the Obligors' Parent will represent and warrant (on behalf of itself and as agent for the Obligors) on the date of each Assignment (each such date, an "**Assignment Date**") in accordance with the Framework Assignment Agreement, that such VM Account Receivable meets, the following eligibility criteria: that such VM Account Receivable (i) (with respect to the Payment Obligation component of such VM Account Receivable only) is owed by the Obligors on a joint and several basis; (ii) (with respect to the Payment Obligation component of such VM Account Receivable only) is governed by English law; (iii) is denominated in pound sterling; (iv) (with respect to the Payment Obligation component of such VM Account Receivable only) is the legal, valid and binding obligation of each Obligor; (v) is capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement, so that on purchase the Issuer will receive good title; (vi) is due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors; and (vii) has a maturity date that is no later than two Business Days prior to the Maturity Date of the Notes.

Additionally, immediately prior to each Assignment Date, the Platform Provider will represent and warrant that it is entitled to assign the relevant Payment Obligation pursuant to the terms of the Framework Assignment Agreement, and that it has not assigned, transferred or otherwise disposed of, or created any encumbrance or security interest over, such Payment Obligation. Furthermore, the Platform Provider will provide certain undertakings, including, among other things: (a) that it shall comply in a timely manner with its obligations under the APMSA with respect to each Assignment Framework Note and exercise the same degree of care with regard to the Payment Obligations relating thereto as it would if it had not entered into such Assignment Framework Note; (b) that it shall not, without the prior written consent of the Issuer, take any action that would adversely affect a Payment Obligation or the Issuer's interest(s) therein (including any extension of the date for payment of any Payment Obligation, any reduction, cancellation or termination of the amount or in the liability of any Obligor in respect of any Payment Obligation (including in relation to any credit note, discount or right of set-off), and any other change which would materially prejudice the interests or rights of the Issuer); and (c) that it may, without the prior written consent of the Issuer, take such action that would result in any increase in the amount of VM Accounts Receivable which are not Assigned Receivables, or any extension in the date for payment of any VM Accounts Receivable which are not Assigned Receivables, *provided that* such action does not affect the rights or obligations of the Issuer under the Framework Assignment Agreement or in respect of any Assigned Receivables. The Platform Provider will also provide certain information undertakings, including: (a) that it shall provide the Issuer and the Administrator within five Business Days at the start of each calendar month with an overview of the Assigned Receivables that have not, as at the last day of the preceding calendar month, been settled in accordance with the Framework Assignment Agreement; and (b) that if the Issuer or Administrator requests in writing copies of the APMSA, it shall, within a reasonable timeframe and in any event within five Business Days of such request, provide the Issuer and the Administrator with copies of such documentation.

Each Payment Obligation will be the joint and several obligation of VMIH and each of the Subsidiary Obligors. On the Issue Date, the eligible Subsidiary Obligors will be Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited. For the avoidance of doubt, the Excluded

Buyer will not be an eligible Subsidiary Obligor under the Framework Assignment Agreement on and following the Issue Date, and therefore, none of the Assigned Receivables will be owed by it. For a further description of the release and discharge of the Excluded Buyer from any and all obligations owed to the Issuer in accordance with the Framework Assignment Agreement, see "*—Purchases of VM Accounts Receivable with Requested Purchase Price Amounts*" below.

Purchases of VM Accounts Receivable with Requested Purchase Price Amounts

On or following the Issue Date (as further described in "*Description of Virgin Media—Capitalization of Virgin Media*" included elsewhere in this Offering Circular), the Platform Provider is expected to sell and assign (including pursuant to the Block Transfer and the 2018 Block Transfer) to the Issuer VM Accounts Receivable for a Requested Purchase Price Amount of £900.0 million, which the Issuer will fund with all or a portion of the Committed Principal Proceeds. See "*Use of Proceeds*". It is expected that the Issuer will complete the Block Transfer and the 2018 Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable or loans to the New VM Financing Facility Borrower pursuant to the New VM Financing Facilities by December 31, 2020. In connection with such sale and assignment, the Platform Provider will deliver to the Issuer:

1. an assignment framework note (substantially in the form attached to the Framework Assignment Agreement, an "**Assignment Framework Note**") to be accepted and agreed to by the Issuer, pursuant to which the Issuer will agree, among other things, to purchase Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider), in whole but not in part, at the relevant Purchase Price Amounts in an aggregate amount equal to a limit (in respect of purchased Payment Obligations which have not been settled) specified therein (the "**Purchase Limit**"); and
2. one or more notices related to such Assignment Framework Note (substantially in the form attached to the Framework Assignment Agreement, each an "**Assignment Notices**") instructing the Issuer to pay to the Platform Provider, as consideration for the sale and assignment of the relevant VM Accounts Receivable, a requested amount (a "**Requested Purchase Price Amount**") on the date falling five Business Days following receipt by the Issuer of such Assignment Notice (or, in respect of the Assignment Notice in relation to the Block Transfer on the day of receipt of such Assignment Notice) (a "**Value Date**").

As used herein, a "**Purchase Price Amount**" means, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount (as defined below) of such VM Account Receivable *less* the Applied Discount (as defined in the context of the Framework Assignment Agreement) (as defined below) calculated as at the relevant Assignment Date. "**Outstanding Amount**" means, with respect to a Payment Obligation, an amount equal to (i) the gross amount of the Approved Platform Receivable in respect of which the Payment Obligation arose, *less* (ii) the sum of all Credit Notes allocated to the Approved Platform Receivable in respect of which that Payment Obligation arose pursuant to the terms of the APMSA, plus the (iii) the Applied Discount (as defined below). "**Applied Discount**" refers (i) in the context of the APMSA, to the discount amount that the Platform Provider will deduct from the Certified Amount in case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA and (ii) in the context of the Framework Assignment Agreement, to the discount amount that the Platform Provider will deduct from the Certified Amount in the case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA, *less* the Platform Provider Processing Fee.

From time to time following the Issue Date, the Platform Provider may, at its discretion (but not more than once per week prior to the service of a notice of termination (as further described below)), serve further Assignment Notices (which may also be Primary Assignment Notices (as defined and further described below under "*—Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts*")) to the Issuer pursuant to the relevant Assignment Framework Note.

Following the receipt of an Assignment Notice, so long as no Non-Compliance Event (as defined below) has occurred and is continuing, the Issuer will pay, on the relevant Value Date, the relevant Requested Purchase Price Amount (which may be adjusted as further described below) to the Platform Provider, which shall have the effect of the Platform Provider immediately (or, in respect of a Block Transfer that will occur on the day immediately following the Issue Date, only on the day immediately following such Value Date) selling and assigning, without further action on the part of any person or entity, all of its rights, title and interest in and to the relevant Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider) at the relevant Purchase Price Amounts to the Issuer pursuant to the relevant Assignment Framework Note (an "**Assignment**").

Concurrently with an Assignment as described above, the Platform Provider, the Issuer and the Obligors' Parent (on its own behalf and on behalf of each Obligor and the Excluded Buyer as "Buyer" under the APMSA)

will unconditionally and irrevocably release and discharge the Excluded Buyer from all undertakings, liabilities and obligations (whether actual or contingent and whether past, present or future) arising from or in connection with the relevant Payment Obligations which are the subject of such Assignment created by the Framework Assignment Agreement, any Assignment Framework Note, and the APMSA to which the Excluded Buyer is party (collectively, the "**Excluded Obligations**"), and from all claims (to the extent they relate to the Excluded Buyer) arising under such documents. For the avoidance of doubt, such releases and discharges will not prejudice the rights, titles, interests and claims of the Platform Provider against the Excluded Buyer in respect of any Payments Obligations and Receivables which have not been sold and assigned by the Platform Provider to the Issuer under the Framework Assignment Agreement.

The Requested Purchase Price Amount (and the corresponding VM Accounts Receivable) will be adjusted if the aggregate of all Requested Purchase Price Amounts, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables would be higher than the relevant Purchase Limit specified in that Assignment Framework Note. In such event, the Issuer must notify the Platform Provider within two Business Days of receipt of the relevant Assignment Notice (i) of such circumstance and (ii) that the Requested Purchase Price Amount will (A) be reduced to equal the amount which would cause the aggregate Requested Purchase Price Amount, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables to equal such Purchase Limit and/or (B) cancelled to the extent necessary such that the relevant assignment is for the whole, and not part, of the VM Accounts Receivable.

The Issuer will not be obliged to pay a Requested Purchase Price Amount specified in an Assignment Notice if any of the following events (each, a "**Non-Compliance Event**") have occurred and is continuing (provided that the Issuer notifies the Platform Provider, within two Business Days of the receipt of such Assignment Notice, that one or more Non-Compliance Events have occurred and of the Issuer's intention not to comply with such Assignment Notice): (i) if the Framework Assignment Agreement or relevant Assignment Framework Note has been terminated prior to the date of such Assignment Notice; (ii) if the terms and conditions of such Assignment Notice materially deviate from the terms and conditions of the Framework Assignment Agreement or the relevant Assignment Framework Note; (iii) if a Buyer Event of Default (as defined below) is continuing in respect of any Obligor; and/or (iv) if a specified insolvency event occurs in respect of the Platform Provider which directly results in the Platform Provider not continuing its business as contemplated under the Framework Assignment Agreement. If, following the receipt of a Requested Purchase Price Amount on a Value Date, the Platform Provider has acquired (or determines that it will on such Value Date acquire) insufficient VM Accounts Receivable to apply the whole of the Requested Purchase Price Amount received on such Value Date, the Platform Provider will either (i) serve, on such Value Date, one or more notices (substantially in the form set out in the Framework Assignment Agreement, each a "**Purchase Price Return Notice**") to the Issuer and, on the Business Day following the date of such Purchase Price Return Notice (a "**Settlement Date**"), pay to the Issuer Collection Account, the excess Requested Purchase Price Amount not applied towards the purchase of VM Accounts Receivable (such excess, the "**Excess Requested Purchase Price Amount**"); or (ii) retain such Excess Requested Purchase Price Amount for a period of up to four Business Days following such Value Date (an "**Excess Retention Period**", and the final day thereof (which, at the Platform Provider's discretion, may occur prior to the fourth Business Day following such Value Date), the "**Excess Retention Period End Date**") to be applied towards the purchase of any VM Accounts Receivable arising during such Excess Retention Period. If the Platform Provider chooses to retain such Excess Requested Purchase Price Amount, it further agrees that (i) if the Platform Provider acquires any VM Accounts Receivable during such Excess Retention Period, it will sell and assign such VM Accounts Receivables to the Issuer (and the Platform Provider will be deemed to have served an Assignment Notice in respect of such Assigned Receivables); and (ii) on the Business Day prior to the Excess Retention Period End Date, the Platform Provider will serve a Purchase Price Return Notice in respect of any remaining Excess Requested Purchase Price Amount to the Issuer, and subsequently pay such remaining Excess Requested Purchase Price Amount to the Issuer Collection Account on such Excess Retention Period End Date, together with all Excess Requested Purchase Price Interest (as defined below) due in respect thereof. "**Excess Requested Purchase Price Interest**" shall accrue daily at the Funding Rate, calculated on any Excess Requested Purchase Price Amount retained by the Platform Provider (and not applied towards the purchase of VM Accounts Receivable), from (and including) the first day of the relevant Excess Retention Period to (and including) the relevant Excess Retention Period End Date, or such later date on which the Issuer receives such Excess Requested Purchase Price Amount together with all interest due in respect thereof. As used herein, "**Funding Rate**" means a rate equal to the Margin (as defined below) (less the Platform Provider Processing Fee) over 1-month GBP Libor (or any other applicable reference rate selected by the Platform Provider and VMIH) (a "**Reference Rate**"); *provided that* if the relevant Reference Rate is less than zero, such Reference Rate shall be deemed to be zero.

Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts

Prior to the service of an Obligor Enforcement Notification, the Platform Provider will act as collection agent for the Issuer in respect of any Collected Amounts received or recovered relating to Assigned Receivables, in accordance with the APMSA. Except in circumstances where certain Collected Principal Amounts are applied towards the purchase of new VM Accounts Receivable (as further described below), the Platform Provider will apply any Collected Amount, within one Business Day of receipt or recovery thereof (such scheduled date of application, a "**Collected Amount Forwarding Date**"), in or towards the repayment to the Issuer of an amount equal to the Outstanding Amount of the relevant Assigned Receivables (to the extent that such Assigned Receivables remain outstanding and has not been settled or otherwise paid to the Issuer).

From time to time, the Platform Provider may serve an Assignment Notice (a "**Primary Assignment Notice**") which states that any Collected Principal Amounts in respect of Assigned Receivables relating to such Primary Assignment Notice are to be treated as further payments of Requested Purchase Price Amounts. So long as (i) no Non-Compliance Event has occurred and is continuing (and in respect of which the Issuer has notified the Platform Provider that the purchase mechanics described in this paragraph will not apply), or (ii) no notice of termination has been served (as further described below), then (a) the Platform Provider will be deemed to have served an Assignment Notice on exactly the same terms as the Primary Assignment Notice, except for the Requested Purchase Price Amount (which will be equal to the Collected Principal Amount that would otherwise be due and payable to the Issuer) (such notice, the "**New Assignment Notice**"); and (b) the Platform Provider's obligation to pay such Collected Principal Amount to the Issuer will be set off against the Issuer's obligation to pay the Requested Purchase Price Amount under the New Assignment Notice. For the avoidance of doubt, the purchase mechanics described in this paragraph will not affect the Platform Provider's obligation to pay to the Issuer any Premium on the relevant Collected Amount Forwarding Date. If, three Business Days following the service of a New Assignment Notice, the Platform Provider still holds any Collected Amounts which have not been utilised for the purchase of new VM Accounts Receivable (such amounts, "**Unutilised Collected Amounts**"), the Platform Provider will immediately serve a Purchase Price Return Notice to the Issuer in respect of such Unutilised Collected Amounts, and will pay such Unutilised Collected Amounts to the Issuer Collection Account on the relevant Settlement Date. The Platform Provider will pay the Issuer interest on any "**Retained Collected Amounts**" (being any Collected Amount which has not been paid to the Issuer towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable as described above). Interest on Retained Collected Amounts shall accrue daily at the Funding Rate, calculated from (and including) the relevant scheduled Collected Amount Forwarding Date to (and including) the relevant Settlement Date or such later date on which the Issuer receives the Retained Collected Amount, together with all interest due in respect thereof, as the case may be (the "**Retained Collected Amount Interest**"), and will be paid to the Issuer Collection Account on the relevant Settlement Date or such later date, as applicable.

Buyer Events of Default and Obligor Enforcement Notification

The Issuer may not serve (or cause or permit to be served) a notice to the Obligors informing them of an Assignment (an "**Obligor Enforcement Notification**") prior to the occurrence of (i) a failure by any Obligor to pay any Payment Obligation in full to the Platform Provider on the date such payment was due (taking into account any applicable grace period under the APMSA), (ii) a specified insolvency event in respect of any Obligor, (iii) a breach of the representations and warranties of the Obligors' Parent with respect to the eligibility of the VM Accounts Receivable, which is not capable of remedy (or if such breach is capable of remedy, is not remedied within five Business Days of notice) (each such event in (i) to (iii), a "**Buyer Event of Default**"), or (iv) a specified insolvency event in respect of the Platform Provider. See "*Risk Factors—Risks Relating to the Receivables and the SCF Platform—The transfer of VM Accounts Receivable under the Framework Assignment Agreement takes place only under equity until an Obligor Enforcement Notification is given to the Obligors*".

Following the occurrence of any of the foregoing events, the Issuer may serve or direct the Platform Provider to serve an Obligor Enforcement Notification (*provided that* the Platform Provider may, but is not obliged to, serve an Obligor Enforcement Notification at any time as it sees fit, including upon termination of the Framework Assignment Agreement or any Assignment Framework Note and/or pursuant to the circumstances described in the paragraph below).

As soon as reasonably practicable after the occurrence of a Buyer Event of Default, the Platform Provider will, among other things, (i) provide the Issuer with notice of such Buyer Event of Default and the details thereof, as well as regular status updates with respect to the affected Assigned Receivables; (ii) turn over to the Issuer any

Purchase Price Return Amount in accordance with the terms of the Framework Assignment Agreement; (iii) in consultation with the Issuer and the Obligors' Parent (provided such consultation is permitted by the terms of the Framework Assignment Agreement), take (or refrain from taking) any steps that the Platform Provider sees fit to recover all amounts payable, as well as default interest and other costs and expenses, each as permitted under the APMSA; (iv) be indemnified by the Obligors' Parent within ten Business Days after the relevant demand for all expenses (including all legal expenses), costs and losses reasonably incurred and claims incurred in connection with the exercise or enforcement of any rights in connection with Assigned Receivables; and (v) if an agreement cannot be reached as to what steps (if any) are to be taken or refrained from being taken following a Buyer Event of Default in accordance with paragraph (iii) above, the Platform Provider may (or will, if so requested by the Issuer and provided that the Issuer has complied with its payments obligations under the Framework Assignment Agreement), serve an Obligor Enforcement Notification on any Obligor, following which the below consequences will apply in respect of the relevant Assigned Receivables.

Following service of an Obligor Enforcement Notification, the Platform Provider will cease to act as the Issuer's collection agent in respect of the relevant Assigned Receivables, and shall hold any amounts received by it in respect of the relevant Assigned Receivables on behalf of the Issuer.

Assignment and Termination

The Issuer may assign or transfer its rights under the Framework Assignment Agreement and the Assignment Framework Notes (including its rights to Assigned Receivables) in the following circumstances: (a) if such assignment is by way of security by the Issuer as part of the financing activities of the Issuer (including as part of a capital markets transaction) (the "**Issuer's Financing Activities**) or in connection with the enforcement of such security; or (b) with the prior written consent of each other party to the Framework Assignment Agreement (which shall not be unreasonably withheld or delayed); *provided that* the Issuer may only assign or transfer its rights or obligations under the Framework Assignment Agreement or (in accordance with the procedures described in the following paragraph) under an Assignment Framework Note and all related Assigned Receivables to a transferee, in each case with the Platform Provider's approval (at its sole discretion; *provided further that* the Platform Provider's approval shall not be unreasonably withheld or delayed for an assignment or transfer by the Issuer which is contemplated by or permitted under the transaction documents entered into in connection with the Issuer's Financing Activities). Similarly, the Platform Provider may assign or transfer its rights under the Framework Assignment Agreement in the same such specified circumstances; *provided, however*, that the Platform Provider may assign or transfer any of its rights in Assigned Receivables to an affiliate without the consent of any other party, and may also assign or transfer any of its rights or obligations under the Framework Assignment Agreement, as the provider and administrator of the SCF Platform, to an affiliate with the prior written consent of the Issuer (which shall not be unreasonably withheld or delayed).

Transfer will be effected when the Platform Provider executes an otherwise duly completed transfer certificate in the form substantially set out in the Framework Assignment Agreement (a "**Transfer Certificate**") delivered to it by the Issuer and the third party transferee. The Platform Provider is only obliged to execute such Transfer Certificate once it is satisfied that all necessary "know your customer" or other similar checks required under applicable law have been complied with. Upon such transfer becoming effective, the Platform Provider and the Issuer shall be released from further obligations towards one another under the relevant Assignment Framework Note and related Assigned Receivables, the transferee shall become a party to the relevant Assignment Framework Note in the Issuer's place, and the Platform Provider shall update its system to designate the relevant transferee as the owner of the relevant VM Accounts Receivable.

The Framework Assignment Agreement and/or any Assignment Framework Note issued thereunder may be terminated by the Platform Provider upon 10 Business Days' prior notice to the other parties thereto; *provided that* the effective date of such termination shall not be earlier than the effective date of termination of the APMSA (as further described below). See "*Risk Factors—Risks Relating to the Receivables and the SCF Platform—The Framework Assignment Agreement may be terminated without the consent of the Issuer or the Noteholders*". Additionally, the Platform Provider may terminate the Framework Assignment Agreement and/or any Assignment Framework Note with immediate effect by notice to the other parties upon the occurrence of any of the following events: (a) a breach of material obligations of the Obligors' Parent and/or the Issuer (subject to a 30 days grace period); (b) a material breach of the representations and warranties of the Obligors' Parent and/or the Issuer (subject to a 30 days grace period); or (c) if a specified insolvency event has occurred in respect of the Obligors' Parent and/or the Issuer.

The Framework Assignment Agreement and/or any Assignment Framework Note issued thereunder may also be terminated by the Issuer upon 10 Business Days' prior notice to the other parties thereto. Additionally,

the Issuer may terminate the Framework Assignment Agreement and/or any Assignment Framework Note with immediate effect by notice to the other parties upon the occurrence of any of the following events: (a) a breach of material obligations of the Obligors' Parent and/or the Platform Provider (subject to a 30 days grace period); (b) a material breach of the representation and warranties of the Obligors' Parent and/or the Platform Provider (subject to a 30 days grace period); or (c) if a specified insolvency event has occurred in respect of the Obligors' Parent and/or the Platform Provider, as applicable.

Following the service of a notice of termination of the Framework Assignment Agreement and/or any Assignment Framework Note: (a) no further Assignment Notices shall be served, and no New Assignment Notices shall be deemed served, by the Platform Provider; (b) the Platform Provider shall provide the Issuer, as soon as reasonably practicable after such termination, with a report showing the relevant Assigned Receivables which have not been settled at such time; (c) the rights of the Platform Provider to demand refunds, reimbursements or other payments with respect to the relevant Assigned Receivables which have not been settled at such time, and any rights, remedies, obligations or liabilities of any of the parties to the Framework Assignment Agreement that have accrued up to the effective date of termination, shall not be affected and shall survive such termination; (d) the Platform Provider may choose to exercise its right to serve an Obligor Enforcement Notification, as described above; and (e) the parties shall continue to be bound by the relevant confidentiality provisions in the Framework Assignment Agreement until such later date as set out in the Framework Assignment Agreement.

The Framework Assignment Agreement contains standard limited recourse and non-petition provisions with respect to the Issuer.

The Framework Assignment Agreement will be governed by English law.

Accounts Payable Management Services Agreement

The Platform Provider, the Obligors and Liberty Global Capital Limited ("**LGC**") have entered into the Accounts Payable Management Services Agreement, or the "**APMSA**". Under the terms of the APMSA, the Obligors (which, as used in the sections entitled "*—Accounts Payable Management Services Agreement*" includes reference to the Obligors' Parent, the eligible Subsidiary Obligors and/or the Excluded Buyer, as the context may require, and, as used in the same sections, "Subsidiary Obligors" shall include reference to the eligible Subsidiary Obligors and/or the Excluded Buyer, as the context may require) (or LGC on VMIH's behalf) are "Buyer Entities" who may upload Electronic Data Files containing details of Receivables payable to a Supplier on to the SCF Platform to enable the purchase (or deemed purchase) by or transfer (or deemed transfer) to the Platform Provider of such Receivables from the relevant Supplier.

Additional Subsidiary Obligors may accede to the APMSA by entering into an accession letter (substantially in form set out in the APMSA) with the Platform Provider and the Obligors' Parent, and an existing Subsidiary Obligor may cease to be a "Buyer Entity" for the purposes of the APMSA if the Platform Provider or Obligors' Parent provides written notice to such effect. Pursuant to the Agency and Account Bank Agreement, the Obligors' Parent will undertake to the Issuer that the Obligors' Parent may notify the Platform Provider of a resignation of a Subsidiary Obligor only if all Outstanding Amounts owed by such Subsidiary Obligor (as principal obligor) in respect of its Assigned Receivables have been settled in accordance with the APMSA on or prior to the date of its resignation, and the Obligors' Parent will agree to promptly provide written notification of the same to the Issuer (or the Administrator on its behalf).

From time to time, an Obligor (or by LGC on its behalf) or VMIH may execute an Upload and designate such uploaded Receivables as "approved". Immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will give rise to new Payment Obligations, being a new, independent and primary, irrevocable, legal, valid and binding obligation of each Obligor, jointly and severally, to make payment or cause payment to be made of the Certified Amount to the Relevant Recipient on the Confirmed Payment Date in respect of such Approved Platform Receivable. Each Obligor agrees that, immediately following such designation, the relevant Obligor shall pay the Certified Amount in full (without any deduction or withholding) and no Obligor shall be entitled to claim set-off or counterclaim against any party in relation to the payment of the whole or part of such Certified Amount.

The obligations of the Obligors described above will not be affected by an act, omission, matter or thing which, but for the relevant provisions of the Framework Assignment Agreement, would reduce, release or

prejudice any of such obligations, including: (a) any time, waiver or consent granted to, or composition with, any Obligor or other person; (b) the release of any Obligor or other person under the terms of any composition or arrangement with any creditor of any person (other than the relevant recipient of any VM Account Receivable); (c) any failure to realize the full value of any security; (d) any incapacity or lack of power, authority or legal personality of an Obligor or any other person; (e) any amendment, novation, supplement or restatement (however fundamental) or replacement of the APMSA or any other documents; (f) any unenforceability, illegality or invalidity or any obligation of any person under the APMSA; or (g) any insolvency or similar proceedings. Each Obligor also waives any right it may have of first requiring the Platform Provider to proceed against or enforce any other rights or security or claim from any person before claiming from them pursuant to the APMSA, regardless of any applicable law or provision to the contrary. The Obligors further agree to refrain from exercising any of the following rights which they may have under the APMSA until all amounts which may be or become payable by an Obligor in connection with the APMSA have been irrevocably paid in full: (a) to be indemnified by any other Obligor; (b) to claim contribution from any other guarantor of any Obligor's obligations under the APMSA; (c) to take the benefit of any rights of the Platform Provider under the APMSA in respect of the Obligors; (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment or perform any other obligation in respect of which any Obligor has given an undertaking or indemnity under the provisions of the APMSA; (e) to exercise any right of set-off against any Obligor; and/or (f) to claim or prove as a creditor of any Obligor in competition with the Platform Provider.

Eligible Platform Receivables (as defined below) may include those with a Confirmed Payment Date of up to 360 days from the issuance date of the relevant invoice. In respect of SCF Transfers of Receivables, a margin of 2.70% per annum (the "**Initial Margin**"), which may be amended from time by a Margin Amendments, the "**Margin**") calculated on the basis of the relevant Outstanding Amounts (which includes the Platform Provider Processing Fee) over the Reference Rate that applies to such Receivables.

The relevant Margin applies from the date of the relevant SCF Transfer until the Confirmed Payment Date in respect of such Payment Obligation (and the Receivable related thereto, solely to the extent that such Receivable has been acquired by the Platform Provider). The Reference Rate (being, in this case, GBP LIBOR with a floor of zero) is determined by the remaining tenor between the date of the relevant SCF Transfer and the Confirmed Payment Date (i.e. between 1 and 30 days, 1 month base rate will apply; between 31 and 60 days, 2 months base rate will apply). The Reference Rate plus the Margin are used to calculate the Applied Discount that the Platform Provider will deduct from the Certified Amount in the case of transfer by the Platform Provider of the VM Account Receivable prior to the Confirmed Payment Date, and accordingly is used in the calculation of the Purchase Price Amount for each VM Account Receivable. The Margin under the APMSA may not be amended without the written consent of the Issuer, and pursuant to the terms of the other Transaction Documents, the Issuer will agree to provide its written consent to any amendment of the Margin (without being required to seek the consent of the Noteholders) so long as the obligations of the New VM Financing Facility Borrower in favour of the Issuer under Clause 11.2 ("*Facility Fees*") of the New VM Financing Facility Agreement remain in full force and effect.

Pursuant to the APMSA, the Obligors' Parent and, as applicable, each Subsidiary Obligor appoints the Platform Provider as paying agent with respect to the settlement of any VM Account Receivable. Settlement requires the Obligors' Parent (or, at its option, a Subsidiary Obligor) to make an electronic transfer of the Certified Amount to the Platform Provider's designated bank account on the Confirmed Payment Date, and the Platform Provider will, in turn, transfer such Certified Amount (or part thereof as received by the Platform Provider) to the relevant recipient (which shall be the Issuer in respect of Assigned Receivables) on the same Confirmed Payment Date. As used herein, "**Certified Amount**" means, with respect to a Payment Obligation, the Outstanding Amount of such Payment Obligation (as specified in an Electronic Data File) on the "**Certified Amount Fixed Date**", being the date the relevant Electronic Data File is uploaded in respect of such Payment Obligation. Failure by any Obligor to pay all or any part of the Certified Amount by the Confirmed Payment Date will cause default interest to accrue on the unpaid sum at a rate of 1-month GBP LIBOR (or any other applicable reference rate selected by the Platform Provider and VMIH) *plus* 7% per annum, until the Certified Amount has been discharged in full.

Prior to an SCF Transfer in respect of an Approved Platform Receivable, if an Obligor wishes to reduce the amount of any Approved Platform Receivable for any reason (including as a result of any lien, right of set-off, defence, claim, counterclaim, or other certain adverse claim), it may post the amount to be deducted from such Approved Platform Receivable (each, a "**Credit Note**") as an entry in an Electronic Data File and such Credit Note will be allocated to such Approved Platform Receivable (and shall reduce the corresponding Payment Obligation that will arise following an SCF Transfer. No Credit Notes may be allocated to an Approved Platform

Receivable (and the corresponding Payment Obligation) following an SCF Transfer in respect of such Approved Platform Receivable. Additionally, each Obligor agrees to be responsible for the accuracy of all information submitted by them in respect of VM Accounts Receivable and the Obligors' Parent agrees to comply with certain reporting requirements set out in the APMSA.

Under the APMSA, each Obligor represents, warrants and covenants to the Platform Provider at the date of (a) an Upload, (b) any SCF Transfer resulting in any Payment Obligation arising and the transfer or acquisition of the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider), and (c) transfer via the SCF Platform and/or as permitted by the APMSA (in each case, including each applicable Assignment Date), as applicable, among other things: (i) that the Approved Platform Receivable meets certain criteria under the APMSA: that it is a debt owed by the relevant Obligor to a Supplier permitted to access the SCF Platform Website pursuant to the terms of the APMSA, which has not been remedied, if it can be remedied, has a Confirmed Payment Date of no more than 360 days, from the issuance date of the relevant invoice, and is denominated in one of GBP, EUR, USD, or such other currency as agreed between the Platform Provider, the Obligors' Parent and the relevant Supplier (each such Approved Platform Receivable, an "**Eligible Platform Receivable**"); (ii) that the Approved Platform Receivable is not subject to any mortgage, charge, pledge, lien, other encumbrance or (to the best of the relevant Obligor's knowledge) other personal right or right in rem of any third party and has, to the best of the relevant Obligor's knowledge, not been transferred or transferred in advance; (iii) that each Payment Obligation and the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) is free of any adverse claims, including any lien, right of set-off, netting, abatement, reduction, claim, defence or counterclaim; (iv) that each Payment Obligation and Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) can be validly transferred in accordance with the terms of the APMSA; and (v) that each Payment Obligation will be settled by an Obligor by the payment of the relevant Certified Amount on the relevant Confirmed Payment Date without withholding, deduction or set-off.

The APMSA also provides that the following occurrences, among others, constitute events of default, whereupon the Platform Provider shall have the right (but not the obligation) to suspend or terminate the provision of accounts payable management services and prohibit the creation of any further Payment Obligations (each, an "**APMSA Event of Default**"): (i) breach by any Obligor of any obligation or certain representations, warranties, covenants, or any other obligations in the APMSA, if not remedied for a period of ten days (which grace period shall not apply if such breach relates to a financial interest of an amount in excess of £5.0 million); (ii) non-payment of any amount due under the APMSA, including all or any part of any Certified Amount (subject to a grace period of one Business Day in the case of principal, and three Business Days in the case of any other amount); (iii) if any Obligor is unable, deemed unable, or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts in applicable law; and (iv) any corporate action, legal proceedings or other analogous procedure or step is taken in any jurisdiction in relation to the suspension of payments, winding-up, or dissolution of any Obligor, or any composition, compromise, assignment or arrangement with any creditor of any Obligor, or the appointment of a liquidator, receiver, or other similar officer in respect of any Obligor.

The Obligors' Parent has also agreed to provide certain indemnities to the Platform Provider under the APMSA, including (but not limited to) indemnities against any losses directly suffered for or on account of tax, reasonable losses incurred as a direct result of any APMSA Event of Default or failure by any Obligor to pay any amount due under the APMSA, and any costs, expenses, claims or losses incurred as a result of the incorrect calculation by any Obligor of the amount of any Receivable uploaded in an Electronic Data File.

Subject to the consent of the Obligors' Parent (which will not be unreasonably withheld), the Platform Provider may assign, transfer or deal in any other manner with any VM Account Receivable that has been transferred to it, and/or all of its rights against any Obligor or under the APMSA, in part or in whole, to any third party; *provided, however,* that the Platform Provider may transfer any of its rights in VM Accounts Receivable to any of its affiliates without the consent of the Obligors' Parent if the Platform Provider promptly (and in any event, within three Business Days of such transfer) provides written notice to the Obligors' Parent of such transfer. No Obligor may so assign or transfer its respective rights and obligations under the APMSA without the written consent of the Platform Provider, and such consent shall not be unreasonably withheld or delayed.

Each of the Platform Provider and the Obligors' Parent may unilaterally terminate the APMSA upon notice to the other parties, if any other party breaches a material provision of the APMSA and fails to cure such breach within 10 days following written notice from another party requiring them to remedy such breach. The Platform Provider may also terminate the APMSA: (i) for any reason upon 12 months' prior written notice to the Obligors' Parent and LGC; and (ii) immediately, upon written notice, if it becomes unlawful for the Platform Provider in

any applicable jurisdiction to perform any of its obligations thereunder. The Obligors' Parent or LGC may terminate the APMSA for any reason upon 20 Business Days' prior written notice to the Platform Provider. Following termination of the APMSA, the Obligors will no longer be permitted to use to the SCF Platform. All rights, duties and obligations of the parties to the APMSA with respect to the Payment Obligations posted to the SCF Platform prior to the effective date of any termination shall survive the termination of the APMSA.

The Accounts Payable Management Services Agreement is governed by English law.

New VM Financing Facility Agreement

The following contains a summary of the material provisions of the New VM Financing Facility Agreement. It does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the underlying documents. Some of the terms used herein are defined in the New VM Financing Facility Agreement, and the Issuer has not included all of such definitions herein.

The New VM Financing Facility Agreement will be a senior credit facility agreement entered into on the Issue Date between, amongst others, the Issuer as the lender, VMIH as the borrower and The Bank of New York Mellon, London Branch as the administrator. The below summary of the New VM Financing Facility Agreement is qualified in its entirety by reference to the text of the New VM Financing Facility Agreement, a copy of which is attached as Annex A to this Offering Circular.

Pursuant to the New VM Financing Facility Agreement, the Issuer has agreed to make available to the New VM Financing Facility Borrower (i) the Excess Cash Facility, (ii) the Interest Facility and (iii) the Issue Date Facility (all collectively referred to herein as the "**New VM Financing Facility**"). The interest rate for each interest period on (i) the Excess Cash Loans will be 4.875% per annum; (ii) the Interest Facility Loans will be 0% per annum and (iii) the Issue Date Facility Loans will be 4.875% per annum. Interest will accrue daily from and including the first day of an interest period and is payable on the date that is one Business Day before the last day of each interest period and on the date of any repayment or prepayment of a Loan, and is calculated on the basis of a 360-day year comprised of twelve 30 day months. The interest period for each Loan will commence on the Utilisation Date for that Loan and end on the next Interest Payment Date, and each successive interest period shall commence on an Interest Payment Date and end on the next Interest Payment Date.

The indebtedness under the New VM Financing Facility Agreement will be unsecured. The New VM Financing Facility Agreement will also provide that the New VM Financing Facility Borrower may give notice to the Administrator (on behalf of the Issuer) that it wishes to include any Affiliate of the New VM Financing Facility Borrower (a "**Permitted Affiliate Parent**") and the subsidiaries of any such Permitted Affiliate Parent as members of the Group for the purposes of the New VM Financing Facility Agreement, subject to certain conditions being satisfied.

Repayments and Prepayments

The Excess Cash Loans will be repaid pursuant to prior notice from the Administrator confirming that the Issuer requires cash (i) for the purchase of Receivables, (ii) for the redemption of all or part of the Notes or (iii) for cash in connection with an Approved Exchange Offer; *provided that*, the New VM Financing Facility Borrower will also repay all outstanding Excess Cash Loans by one Business Day before the earlier of (i) the Termination Date relating to the Excess Cash Facility and (ii) any date for redemption of all the Notes in full.

The Interest Facility Loans will be repaid or deemed repaid (i) pursuant to prior notice from the Administrator confirming that the Issuer requires cash for payment of interest due and payable on the Notes (subject to the receipt of any Term Shortfall Payment as described under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes—Payment of Interest on the Notes*"); (ii) in an amount equal to the Term Excess Arrangement Payment (as described under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes—Payment of Interest on the Notes*") if due and payable by the Issuer under the New VM Financing Facility Agreement); (iii) in an amount equal to the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account (as defined in the New VM Financing Facility Agreement) will be insufficient to pay the interest due and payable by the Issuer on the Notes on any date for redemption of the Notes that is not an Interest Payment Date; or (iv) pursuant to prior notice from the Administrator confirming that the Issuer requires cash in connection with an Approved Exchange Offer; *provided that*, the New VM Financing Facility Borrower will also repay all outstanding Interest Facility Loans by one Business Day before the earlier of (i) the Termination Date relating to the Interest Facility and (ii) any date for redemption of all the Notes in full.

The Issue Date Facility Loans will be repaid on or before the Termination Date relating to the Issue Date Facility.

In addition to the repayments described above, the New VM Financing Facility Agreement will contain provisions in relation to voluntary prepayment. The indebtedness under the New VM Financing Facility Agreement may be voluntarily prepaid, as the New VM Financing Facility Borrower may prepay all of the New VM Financing Facility Loans and cancel all of the Commitments of the Issuer on three Business Days' (or shorter period as agreed by the Administrator) prior notice, subject to certain provisions. Following receipt of notice from the Issuer that a Tax Event has occurred or will occur, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, the New VM Financing Facility Borrower is permitted to prepay all of the Loans and cancel all of the Commitments of the Issuer, subject to certain provisions. Additionally, for so long as a Drawstop Event (as defined in the New VM Financing Facility Agreement) has occurred and is continuing, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, the New VM Financing Facility Borrower is permitted to prepay all or part of the Interest Facility Loans and/or Excess Cash Loans, but such prepayment shall not result in the cancellation of the Commitments of the Issuer.

The New VM Financing Facility must also be prepaid (including all Assigned Receivables) on the occurrence of any illegality (as described in the New VM Financing Facility Agreement) subject to certain conditions.

Fees

The New VM Financing Facility Borrower and the Issuer will pay each other fees at the times and in the amounts as described under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes—Payment of Interest on the Notes*".

Summary of New VM Financing Facility Agreement

A summary of the New VM Financing Facility Agreement is set forth below. This summary is qualified in its entirety by reference to the text of the New VM Financing Facility Agreement, a copy of which is attached as Annex A to this Offering Circular and which is incorporated herein by reference.

Borrower:	Virgin Media Investment Holdings Limited.
Guarantors:	Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited. Any Subsidiary Obligor which accedes to the APMSA in accordance with its terms (other than the Excluded Buyer) shall also be a guarantor under the New VM Financing Facility Agreement, and any Subsidiary Obligor which resigns from the APMSA in accordance with its terms (and the terms of the Agency and Account Bank Agreement) shall cease to be a guarantor under the New VM Financing Facility Agreement.
Lender:	Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company)
Group:	Group means: The New VM Financing Facility Borrower, any Permitted Affiliate Parent, any Affiliate Subsidiary and any Subsidiary of the New VM Financing Facility Borrower or a Permitted Affiliate Parent from time to time, other than any Unrestricted Subsidiary. "Unrestricted Subsidiary" means: (a) any Subsidiary of the New VM Financing Facility Borrower or a Permitted Affiliate Parent that at the time of determination is

designated an Unrestricted Subsidiary by the Board of Directors of the New VM Financing Facility Borrower or a Permitted Affiliate Parent; and

(b) any Subsidiary of an Unrestricted Subsidiary.

Administrator: The Bank of New York Mellon, London Branch.

Increase Confirmation At the time of any issuance of Further Notes, the Issuer, the Administrator and the New VM Financing Facility Borrower shall, by executing an Increase Confirmation (as defined in the New VM Financing Facility Agreement), increase the Commitments under the Excess Cash Facility, the Interest Facility and the Issue Date Facility, if applicable, by including new Commitments of the Issuer on the terms set out in the New VM Financing Facility Agreement.

Purpose:

(a) The Excess Cash Loans shall be applied toward the general corporate and working capital purpose of the Group.

(b) The Interest Facility Loans shall be applied towards the general corporate and working capital purposes of the Group.

(c) The Issue Date Facility Loans shall be applied towards the general corporate and working capital purposes of the Group.

Interest: The interest rate for each interest period on:

(a) the Excess Cash Loans will be 4.875% per annum;

(b) the Interest Facility Loans will be 0% per annum, and

(c) the Issue Date Facility Loans will be 4.875% per annum.

Interest will accrue daily from and including the first day of an interest period and is payable on the date that is one Business Day before the last day of each interest period and on the date of any repayment or prepayment of a Loan, and is calculated on the basis of a 360-day year comprised of twelve 30 day months.

Utilisation So long as (i) no Drawstop Event (as defined in the New VM Financing Facility Agreement) has occurred and is continuing and (ii) no Notes Acceleration Event (as defined in the New VM Financing Facility Agreement) has occurred:

(a) Excess Cash Loans will be funded in the amounts and at the times described in "*Excess Cash Facility*".

(b) Interest Facility Loans will be funded in the amounts and at the times described in "*Interest Facility*".

(c) The Issue Date Facility Loans will be funded in the amount and at the time described in "*Issue Date Facility*".

Repayment: The Excess Cash Loans will be repaid pursuant to prior notice from the Administrator confirming that the Issuer requires cash (i) for the purchase of Receivables, (ii) for the redemption of all or part of the Notes or (iii) for cash in connection with an Approved Exchange Offer; *provided that*, the New VM Financing Facility Borrower will also repay all outstanding Excess Cash Loans by one Business Day before the earlier of (i) the Termination Date relating to the Excess Cash Facility and (ii) any date for redemption of all the Notes in full.

The Interest Facility Loans will be repaid (i) pursuant to prior notice from the Administrator confirming that the Issuer requires cash for

payment of interest due and payable on the Notes (subject to the receipt of any Term Shortfall Payment as described under "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Additional Notes—Payment of Interest on the Notes*", (ii) in an amount equal to the Term Excess Arrangement Payment (as described under the "*General Description of Virgin Media's Business, the Issuer and the Offering—Overview of the Structure of the Offering of the Notes—Payment of Interest on the Notes*") which is due and payable under the New VM Financing Facility Agreement), (iii) in an amount equal to the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account (as defined in the New VM Financing Facility Agreement) will be insufficient to pay the interest due and payable by the Issuer on the Notes on any date for redemption of the Notes that is not an Interest Payment Date or (iv) pursuant to prior notice from the Administrator confirming that the Issuer requires cash in connection with an Approved Exchange Offer; provided that, the New VM Financing Facility Borrower will also repay all outstanding Interest Facility Loans by one Business Day before the earlier of (i) the Termination Date relating to the Interest Facility and (ii) any date for redemption of all the Notes in full.

The Issue Date Facility Loans will be repaid in full on or before the Termination Date relating to the Issue Date Facility.

Voluntary Prepayment:

(a) Following receipt of notice from the Issuer that a Tax Event has occurred or will occur, on three business days' (or shorter period as agreed by the Administrator) prior notice, the New VM Financing Facility Borrower is permitted to prepay all of the Loans and cancel all of the Commitments of the Issuer, subject to certain provisions.

(b) Voluntary prepayment by the New VM Financing Facility Borrower of all of the Loans and cancellation of all of the Commitments of the Issuer is permitted on three business days' (or shorter period as agreed by the Administrator) prior notice, subject to certain provisions.

(c) For so long as a Drawstop Event (as defined in the New VM Financing Facility Agreement) has occurred and is continuing, on three Business Days' (or shorter period as agreed by the Administrator) prior notice, the New VM Financing Facility Borrower is permitted to prepay all or part of the Interest Facility Loans and/or Excess Cash Loans; *provided that* such prepayment shall not result in the cancellation of the Commitments of the Issuer.

Change of Control Prepayment Offer: Within 30 Business Days of a Change of Control, the New VM Financing Facility Borrower shall (i) promptly notify the Issuer that a Change of Control has occurred or will occur; and (ii) offer to prepay all of the Loans outstanding and cancel the facilities under the New VM Financing Facility Agreement at par, specifying the date of prepayment (the "VM Change of Control Prepayment Date"). Within 15 days following receipt of such prepayment offer, the Issuer will launch a Maturity Consent Solicitation (as defined in the Trust Deed). Within 45 days following receipt of such prepayment offer, the Issuer shall notify the New VM Financing Facility Borrower of its acceptance (a "**Change of Control Acceptance**") or rejection of the prepayment offer. Following a Change of Control Acceptance, on the VM Change of Control Prepayment Date, the Commitments of the Issuer will immediately be cancelled and the New VM Financing

Facility Borrower shall repay the Loans. The New VM Financing Facility Borrower shall procure that any and all Assigned Receivables are repaid or prepaid on or prior to the VM Change of Control Prepayment Date.

Cancellation:

Any unutilized amount of a facility will be cancelled on the earlier of; (i) the end of its Availability Period (as defined in the New VM Financing Facility Agreement); and (ii) the redemption of all of the Notes in full.

Information Undertakings:

(a) If a change in law or the status of the New VM Financing Facility Obligors or its shareholders, obliges the Administrator or the Issuer to comply with "know our customer laws", the New VM Financing Facility Obligors must promptly supply the necessary information.

(b) The New VM Financing Facility Borrower must notify the Administrator of any Default or Event of Default within 30 days after the occurrence of any Default or Event of Default.

Reporting Undertakings:

The New VM Financing Facility Borrower or any Permitted Affiliate Parent must provide:

(a) within 150 days after the end of each fiscal year, an annual report of the Reporting Entity.

(b) within 60 days at the end of the first three fiscal quarters in each fiscal year, a quarterly report of the Reporting Entity.

(c) within 10 days after the occurrence of any change in the independent public accountants of the Reporting Entity (unless such change is made in conjunction with a change in the auditor of the Ultimate Parent), any material acquisition or disposal of the Reporting Entity and its Restricted Subsidiaries, taken as a whole, and any material development in the business of the Reporting Entity and its Restricted Subsidiaries, taken as a whole.

Negative Undertakings:

The New VM Financing Facility Agreement contains certain negative undertakings that, subject to certain customary and other agreed exceptions, limit the ability of the New VM Financing Facility Borrower, any Permitted Affiliate Parent and each Restricted Subsidiary to, amongst other things:

- 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 Restricted Subsidiaries to pay dividends or make other payments to the New VM Financing Facility Borrower, any Permitted Affiliate Parent or any other Restricted Subsidiary;
- transfer, lease or sell certain assets including subsidiary stock;
- merge or consolidate with other entities; and
- enter into certain transactions with affiliates.

Events of Default:	Customary for this type of agreement, including without limitation (and subject to agreed exceptions, thresholds, materiality and grace periods): (a) non-payment of any interest on any Loan when due, which is continuing for 30 days; (b) non-payment of principal or premium, if any, on any Loan when due at its Termination Date; (c) failure of any Obligor to comply with provisions of Finance Documents after 60 days' notice; provided that the New VM Financing Facility Borrower or the Permitted Affiliate Parent has 90 days to comply with filing requirements (including filing of annual, quarterly and current reports); (d) default under any mortgage, indenture or other instrument in respect of Indebtedness for borrowed money which results from non-payment under that instrument or causes acceleration under that instrument in respect of an amount of £75.0 million or more; (e) certain events of bankruptcy, insolvency, or reorganization of the New VM Financing Facility Borrower, a Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to the New VM Financing Facility Agreement), would constitute a Significant Subsidiary, have been commenced; (f) non-payment of final judgments in excess of £75.0 million by an Obligor or a Significant Subsidiary; (g) a guarantee of a Significant Subsidiary ceases to be in full force and effect or is declared invalid or unenforceable in a judicial proceeding and such default continues for 30 days after notice specified in the New VM Financing Facility Agreement.
Tax:	All payments must be made free and clear of any taxes or deductions or withholdings for taxes whatsoever except in relation to (i) a FATCA Deduction (as defined in the New VM Financing Facility Agreement) or (ii) a deduction or withholding for or on account of any bank levy; New VM Financing Facility Borrower to gross-up if necessary such that amount received is equal to amount that would have been received in the absence of such taxes.
Amendments and Waivers:	Any term of the Finance Documents can be amended or waived only with the consent of the Issuer and the New VM Financing Facility Borrower.
Transferability:	General restriction on the New VM Financing Facility Obligors assigning or transferring their interests under the New VM Financing Facility Agreement. The Issuer may not assign its rights and obligations under the New VM Financing Facility Agreement without the consent of any New VM Financing Facility Obligor except consent of the New VM Financing Facility Obligors is not required in connection with security in respect of its obligations under the Notes.
Law:	English.
Miscellaneous:	The New VM Financing Facility Agreement contains service of process and submission to English jurisdiction clauses.

The New VM Financing Facility Agreement contains standard limited recourse and non-petition provisions with respect to the Issuer.

Expenses Agreement

On the Issue Date, the Issuer will enter into the Expenses Agreement with VMIH, under which VMIH will agree to pay, or reimburse the Issuer for, certain obligations of the Issuer, including in respect of the maintenance of the Issuer's existence, certain fees and expenses in relation to the issuance of Notes, the payment of certain tax liabilities of the Issuer (including any tax, withholding or deduction which is payable by or to be borne by the Issuer pursuant to any Transaction Document), the payment of Additional Amounts (as defined in Condition 9 ("*Taxation*")) pursuant to the Trust Deed following certain tax events, the payment of any premiums on any redemption pursuant to the Trust Deed and the payment of any additional interest required to be paid under the Notes on overdue principal and interest.

The Expenses Agreement contains standard limited recourse and non-petition provisions with respect to the Issuer.

The Expenses Agreement will be governed by English law.

Corporate Administration Agreement

On or prior to the Issue Date, the Issuer and the Corporate Servicer will enter into the Corporate Administration Agreement, pursuant to which the Corporate Servicer performs various management functions on behalf of the Issuer, including the provision of certain clerical, reporting, accounting, administrative and other services until termination of the Corporate Administration Agreement. In consideration for the foregoing, the Corporate Servicer receives various fees and other charges payable by the Issuer at rates agreed upon from time to time plus expenses.

The terms of the Corporate Administration Agreement provide that either party may terminate the Corporate Administration Agreement upon the occurrence of certain stated events, including any material breach by the other party of its obligations under the Corporate Administration Agreement which is either incapable of remedy or which is not cured within 30 days from the date on which it was notified of such breach. In addition, either party may terminate the Corporate Administration Agreement at any time by giving not less than 2 months' written notice to the other party. The termination of the Corporate Servicer becomes effective only upon the appointment by the Issuer of a successor corporate servicer.

The Corporate Administration Agreement contains standard limited recourse and non-petition provisions with respect to the Issuer.

The Corporate Administration Agreement is governed by Irish law.

Issue Date Arrangements Agreement

On or before the Issue Date, VMIH, the Issuer and the Share Trustee will enter into the Issue Date Arrangements Agreement. On or before the Issue Date and pursuant to the Issue Date Arrangements Agreement: (i) VMIH will pay to the Share Trustee an amount representing the proceeds of the Issue Date Shares required to be subscribed to by the Share Trustee (the "**Subscription Proceeds**") and £100 as profit to be paid to the Share Trustee (the "**Subscriber Profit**") in return for the Share Trustee procuring that the Issuer enters into certain Transaction Documents or amendments thereto on or prior to the Issue Date, and (ii) in consideration for the Issuer agreeing to enter into Transaction Documents and the payment by VMIH to the Share Trustee of the Subscription Proceeds and the Subscriber Profit, the Share Trustee will subscribe for, and the Issuer will allot an amount of the Issuer's Class B, non-voting and non-dividend bearing shares equal to the Minimum Issuer Capitalization Amount (the "**Issue Date Shares**") credited as fully paid (together, the "**Issue Date Arrangements**"). None of the Issuer, the Share Trustee or VMIH will be obliged to satisfy their respective obligations under the Issue Date Arrangements Agreement unless the Issue Date Arrangements are completed simultaneously and the Conditions to Completion (as defined below) have been completed to the satisfaction of each of the Issuer, the Share Trustee and VMIH.

Following execution of the Issue Date Arrangements, the Issuer will lend the Subscription Proceeds to VMIH under the Issue Date Facility. Each of the Issuer, the Share Trustee and VMIH will agree, pursuant to the

Issue Date Arrangements Agreement and for ease of settlement, that VMIH's obligation to pay the Subscription Proceeds and Subscriber Profit to the Share Trustee and the Share Trustee's obligation to pay the Subscription Proceeds to the Issuer and the Issuer's obligation to fund an Issue Date Facility Loan or Issue Date Facility Loans in an amount equal to the Subscription Proceeds to VMIH shall all be settled, to the extent possible, on a cashless basis. Thus, in practice, nearly all of the payment by VMIH to the Share Trustee will ultimately be lent back to VMIH under the Issue Date Facility, and the sole payment to be made pursuant to the Issue Date Arrangements Agreement shall be an amount of £100 representing the Subscriber Profit payable by VMIH to the Share Trustee in satisfaction of the net amount outstanding after setting off all payments due by each of the Issuer, the Share Trustee and VMIH in connection with the Issue Date Arrangements and the funding of the Issue Date Facility Loan or Issue Date Facility Loans (as applicable).

Completion of the subscription for the Issue Date Shares, if any, by the Share Trustee will be dependent upon the following conditions (the "**Conditions to Completion**") having been satisfied: (i) the Share Trustee, in its capacity as the existing shareholder and holder of the 1 fully paid up and issued ordinary share of the Issuer (the "**Existing Share**"), having caused a resolution by it to be passed (a) adopting the agreed form Constitution in substitution for, and to the exclusion of, the existing constitution of the Issuer, and (b) increasing the Issuer's share capital to the authorized share capital set out in Schedule 2 to the Issue Date Arrangements Agreement; (ii) the Issuer having caused a board meeting to be held at which it is resolved that on the Issue Date, the Issue Date Shares will be allotted and issued in accordance with the terms of the Issue Date Arrangements Agreement, and the name of the Share Trustee (or its nominee) will be entered into the register of members of the Issuer as the registered holder of the Issue Date Shares; and (iii) each of the Issuer, the Share Trustee and VMIH having entered into each Transaction Document to which it is party on the Issue Date. Upon satisfaction of the Conditions to Completion and the subscription by the Share Trustee for the Issue Date Shares, the Issuer shall, *inter alia*, enter into the applicable Transaction Documents and deliver certain documents (including copies of the resolutions required, and minutes of the board meeting held, pursuant to the Conditions to Completion) to the Share Trustee.

As of the date of the Issue Date Arrangements Agreement, the Issuer and the Share Trustee (in its capacity as holder of the Existing Share) will each represent and warrant to the Share Trustee (in its capacity as subscriber formed under the laws of Ireland of the Issue Date Shares) that, *inter alia*: (i) the Share Trustee holds the Existing Share on charitable trust pursuant to the Declaration of Trust; (ii) following the Share Trustee's subscription for the Issue Date Shares, the Shares comprise the whole of the allotted and issued share capital of the Issuer; (iii) save for any agreement to the contrary described in the Transaction Documents (including the Issue Date Arrangements agreed to in the Issue Date Arrangements Agreement), there is no Encumbrance (as defined in the Issue Date Arrangements Agreement) nor any agreement, arrangement or obligation to create or give any Encumbrance affecting any of the Shares or any of the issued or unissued shares of the Issuer, nor any agreement, arrangement or obligation in force which calls for the present or future allotment, issue or transfer of any share or loan capital of the Issuer, and no share or loan capital has been created, allotted, issued, acquired, repaid or redeemed by the Issuer; (iv) the Shares are fully paid up or credited as fully paid up; and (v) the execution or performance of the Issue Date Arrangements Agreement and all other applicable Transaction Documents will not give rise to, or cause to become exercisable, any right of pre-emption over the Issue Date Shares, will not entitle any person to receive from the Issuer any finder's fee, brokerage or other commission in connection with the subscription by the Share Trustee for the Issue Date Shares, and will not conflict with, result in the breach of, or constitute a default under, any of the terms, conditions or other provisions of any other agreement to which the Issuer is party or any provision of the constitution of the Issuer. Furthermore, the Share Trustee will represent and warrant to the Issuer and VMIH that: (i) the Shares will always be subject to the Declaration of Trust, and (ii) it will not, subject to the provisions of the other Transaction Documents, vary the terms of, or terminate, the trust constituted by the Declaration of Trust without the consent of the Issuer and VMIH.

The Issue Date Arrangements Agreement will contain standard limited recourse and non-petition provisions with respect to the Issuer.

The Issue Date Arrangements Agreement will be governed by Irish law.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Additional Notes in the form (subject to completion and amendment) in which they will be set out in the Trust Deed. These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, and the Agency and Account Bank Agreement and the other Transaction Documents (each as defined below).

The £400.0 million aggregate principal amount of 4.875% Vendor Financing Notes due 2028 (the "**Additional Notes**") of Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company) (the "**Issuer**") are constituted by a trust deed (as amended, amended and restated, novated, supplemented or otherwise modified from time to time, the "**Trust Deed**") to be dated June 17, 2020 (the "**Issue Date**") between, among others, the Issuer, BNY Mellon Corporate Trustee Services Limited (in this capacity, together with any successor, substitute or replacement the "**Notes Trustee**") as trustee for the holders of the time being of the Notes (the "**Noteholders**") and security trustee (in this capacity, together with any successor, substitute or replacement, the "**Security Trustee**") as security trustee for the Secured Parties. The Notes Trustee will not accede to the Group Intercreditor Deed or the High Yield Intercreditor Deed and the Noteholders will not be bound by the terms of these intercreditor arrangements.

In addition, on the Issue Date, together with the Additional Notes, the Issuer will issue £900.0 million aggregate principal amount of the Notes. The expression "**Notes**" shall in these Conditions, unless the context otherwise requires, include the Original Notes, the Additional Notes offered hereby as well as any Further Notes (as defined below) issued pursuant to Condition 20 (*Issue of Further Notes*). Any Further Notes which are issued shall form a single class with the Notes issued on the Issue Date then outstanding. The Notes are subject to these terms and conditions (the "**Conditions**").

Overview of the Structure of the Offering of the Additional Notes

As part of the Transactions, the Issuer intends to issue £400.0 million aggregate principal amount of the Additional Notes. As more fully described below, the proceeds from the offering of the Additional Notes will be used to purchase eligible payment obligations and accounts receivable relating thereto owing by VMIH and certain of its subsidiaries, to make certain loans available to VMIH and for the other purposes described herein. Defined terms used but not defined herein have the meaning ascribed to them in the "*Definitions*" section.

In the course of their business, VMIH and its subsidiaries purchase goods and/or services from suppliers pursuant to the terms of various supply contracts, and those suppliers issue invoices requiring the relevant Obligor (as defined below) to make payment for the purchase of such goods and/or services on the terms specified in the applicable invoice and supply contract. Each invoice evidences an amount payable by an Obligor to a Supplier (as defined below) as a result of an existing business relationship and includes all rights attaching thereto under the relevant contract to which such invoice relates (as further described in "*Description of the Receivables*" included elsewhere in this Offering Circular, each a "**Receivable**" and collectively, the "**Receivables**"). From time to time, an Obligor or Liberty Global Capital Limited ("**LGC**") on its behalf or VMIH may upload an Electronic Data File containing details of Receivables payable to a Supplier (as defined in Condition 1 (*Definitions and Principles of Construction*)) on to the SCF Platform (as defined below) (an "**Upload**"). The designation of such uploaded Receivables as "approved" by an Obligor will give rise to such Receivable being an "**Approved Platform Receivable**". As further described below, immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will immediately give rise to new independent and primary obligations of each Obligor, jointly and severally, to make or cause payment to be made to the Relevant Recipient on the Confirmed Payment Date (as defined below) in respect of such Approved Platform Receivable (a "**Payment Obligation**"). Each Electronic Data File will, among other things, specify the Net Amount payable to the relevant Supplier in respect of Approved Platform Receivables, the date such Net Amount should be paid (the "**Net Amount Payment Date**") and the date on which such Payment Obligation (which arises following an SCF Transfer) and the related Approved Platform Receivable will be paid (which date will be a date up to 360 days from the original invoice date, a "**Confirmed Payment Date**").

Pursuant to the Framework Assignment Agreement (as defined below), the Platform Provider may subsequently offer to sell and assign (including pursuant to the Block Transfer and the 2018 Block Transfer) to the Issuer, on a non-recourse basis, eligible Payment Obligations and the related Receivables (solely to the extent that such Receivables have been acquired by the Platform Provider) (collectively and as further described and defined below, the "**VM Accounts Receivable**").

On or following the Issue Date, the net proceeds of the issuance of the Notes *plus* any upfront payments payable by VMIH under the New VM Financing Facility Agreement, will be used by the Issuer (i) to finance the purchase of VM Accounts Receivable (including the Block Transfer and the 2018 Block Transfer) pursuant to the Framework Assignment Agreement and (ii) to fund the New VM Financing Facility Loans under the New VM Financing Facility Agreement. To the extent that such proceeds from the offering of the Additional Notes exceed the amount of VM Accounts Receivable available for purchase by the Issuer on the first Value Date (as defined below) falling on or after the Issue Date, the Issuer will advance any such excess proceeds to VMIH as a revolving loan under the New VM Financing Facility Agreement (an "**Excess Cash Loan**", and collectively with other loans advanced under the Excess Cash Facility (as defined below) from time to time, the "**Excess Cash Loans**").

Following the Issue Date, as VM Accounts Receivable purchased by the Issuer (the "**Assigned Receivables**") are settled on the Confirmed Payment Date, the Platform Provider (acting as collection agent for the Issuer under the Framework Assignment Agreement) will receive an amount (a "**Collected Amount**") from the relevant Obligor to pay an amount equal to the Outstanding Amount (as defined below) relating to such Assigned Receivables. The Issuer will use the Collected Amount, *less* the portion of such Collected Amount comprising Premium (as defined below) (each such difference, a "**Collected Principal Amount**"), to purchase (through the Platform Provider) new VM Accounts Receivable, to the extent available for purchase, or to advance such funds to VMIH as additional Excess Cash Loans. Excess Cash Loans will bear a rate of interest of 4.875%. The rate of interest on the Excess Cash Loans, together with the interest earned on the Issue Date Facility Loans (as defined below) under the Issue Date Facility (as defined below), is intended to provide the Issuer with the same rate of return in respect of the Committed Principal Proceeds (as defined below) not invested in VM Accounts Receivable (including any Retained Collected Amount (as defined below)) as Noteholders will receive in respect of the Additional Notes. Interest on the Excess Cash Loans and the Issue Date Facility Loans will be computed on the basis of a 360-day year comprising twelve 30-day months. From time to time, as further VM Accounts Receivable become available for purchase through the SCF Platform, the Issuer will, directly or indirectly, fund such purchases with Collected Principal Amounts and any Purchase Price Return Amounts (as defined below) which are expected to be credited to the Issuer on the relevant Value Date (as defined below) (such amounts, collectively, "**Interim Platform Amounts**"), and to the extent such purchases cannot be fully funded by Interim Platform Amounts, by demanding from VMIH, on a weekly basis, repayment of a principal amount of Excess Cash Loans then outstanding equal to such shortfall.

The primary sources of payment of interest on the Notes will be:

1. the premium earned by the Issuer on Assigned Receivables (the "**Premium**"), being an amount equal to the difference between (i) the Outstanding Amounts (as further defined and described below under "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*") collected upon maturity thereof, *less* (ii) the Purchase Price Amounts (as further defined and described below under "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*") at which such Assigned Receivables are purchased by the Issuer; and
2. the interest earned by the Issuer on Excess Cash Loans and the Issue Date Facility Loans made to VMIH under the New VM Financing Facility Agreement (the "**VM Facilities Interest**").

Additionally, the Issuer may, from time to time, receive interest paid by the Platform Provider on (i) Retained Collected Amounts (being Collected Amounts which have not been paid to the Issuer towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable) (such interest, the "**Retained Collected Amount Interest**" collectively with the Excess Requested Purchase Price Interest (as defined below), the "**Retained Amount Interest**"); and (ii) Excess Requested Purchase Price Amounts (as defined below), being funds transferred to the Platform Provider which have not been applied towards the purchase of new VM Accounts Receivables on the relevant Value Date (such interest, the "**Excess Requested Purchase Price Interest**", and collectively with the Unutilised Collected Amounts (as defined below), the "**Purchase Price Return Amounts**"). The Retained Amount Interest will be calculated in accordance with the Framework Assignment Agreement (as described below) and the Agency and Account Bank Agreement (as described elsewhere in this Offering Circular), and will be deemed to accrue on the basis of a 360-day year comprised of twelve 30-day months.

The Premium, the VM Facilities Interest and the Retained Amount Interest are, collectively, the "**Interest Proceeds**". To the extent the Interest Proceeds earned during an interest payment period are insufficient to fund scheduled payments of interest on the Notes, the deficiency will be made up by VMIH via a Shortfall Payment (as defined below) to be paid to the Issuer.

The primary sources of repayment of principal on the Notes, on the Maturity Date or at early redemption of the Notes in accordance with the Conditions, will be:

1. the Collected Principal Amounts repaid in respect of Assigned Receivables at their respective maturities; and
2. repayments of Excess Cash Loans and (with respect to repayment of principal on the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions) Issue Date Facility Loans.

Additionally, the Issuer may, from time to time, receive repayments from the Platform Provider of Purchase Price Return Amounts (if any), which will be applied towards repayment of principal on the Notes on the Maturity Date or at early redemption of the Notes in accordance with the Conditions.

Whether in respect of settlement of Assigned Receivables, repayment of loans advanced under the New VM Financing Facility Agreement or funding of any Shortfall Payment, among other payment obligations, the Issuer will ultimately be reliant on funds from VMIH and certain of its subsidiaries to make payments due under the Notes.

In connection with the Original Transaction and the Transactions, the Issuer will enter into the following agreements, among others:

1. the Framework Assignment Agreement, pursuant to which the Issuer will periodically use any Excess Cash to purchase available VM Accounts Receivable. References to "**Excess Cash**" are to uninvested funds in an amount equal to (i) the Committed Principal Proceeds, *minus* (ii) the Requested Purchase Price Amounts paid by the Issuer (taking into account any Interim Platform Amount) for any Assigned Receivables outstanding as of the relevant determination date;
2. the New VM Financing Facility Agreement, pursuant to which the Issuer will (i) make loans (each, an "**Interest Facility Loan**" and collectively, the "**Interest Facility Loans**") to VMIH under the Interest Facility (as defined below), (ii) to the extent that VM Accounts Receivable are not available for purchase through the SCF Platform, use Excess Cash to make Excess Cash Loans to VMIH under the Excess Cash Facility, (iii) make any Issue Date Facility Loans to VMIH under the Issue Date Facility, and (iv) make certain payments to VMIH (including any Excess Arrangement Payment (as defined below)), and pursuant to which VMIH will make certain payments to the Issuer (including any Shortfall Payment);
3. the Expenses Agreement, pursuant to which the Issuer will be entitled to (i) receive reimbursement from VMIH in respect of certain fees and expenses of the Issuer, including certain fees and expenses in relation to the issuance of the Notes, and (ii) receive certain payments from VMIH in respect of amounts that may become due and payable in respect of the Notes, including certain fees and expenses in relation to the issuance of the Notes, certain tax liabilities of the Issuer, any Additional Amounts (as defined in this section titled "*Terms and Conditions of the Notes*"), any premiums on redemption of the Notes, and any interest on overdue amounts under the Notes; and
4. the Agency and Account Bank Agreement, pursuant to which The Bank of New York Mellon, London Branch as administrator will agree, among other things, to provide certain portfolio administration and calculation services to and/or on behalf of the Issuer.

The terms of the Expenses Agreement, the New VM Financing Facility Agreement (including the Interest Facility, the Excess Cash Facility and the Issue Date Facility thereunder), the Agency and Account Bank Agreement, the Framework Assignment Agreement and the APMSA (as defined below) are more fully described below under "*New VM Financing Facility*", "*Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement*", "*Accounts Payable Management Services Agreement*", and "*Summary of Principal Documents*" found elsewhere in this Offering Circular.

Issuer Transaction Accounts

As part of the Original Transaction and the Transactions, the Issuer will establish and maintain three dedicated transaction accounts:

1. an "**Issuer Collection Account**", through which the Issuer will, among other things, receive payments of Collected Amounts on Assigned Receivables, other payments (if any) from the Platform Provider pursuant to the Framework Assignment Agreement, and payments of amounts under the New VM Financing Facility Agreement (with any such payments and amounts so received being immediately credited to the Interest Proceeds Account or the Principal Proceeds Account, as applicable);

2. an "**Interest Proceeds Account**", through which the Issuer will, among other things, finance the payment of interest on the Notes; and

3. a "**Principal Proceeds Account**" (together with the Issuer Collection Account and the Interest Proceeds Account, the "**Issuer Transaction Accounts**"), through which the Issuer will, among other things, finance its periodic purchases of VM Accounts Receivable available through the SCF Platform and the ultimate repayment of principal on the Notes.

The Interest Proceeds Account

Subsequent to the Issue Date, and from time to time, the Issuer will deposit into the Interest Proceeds Account:

1. upon maturity and repayment of each Assigned Receivable, an amount equal to the Premium earned by the Issuer upon collection (collectively, the "**Collected Premium Amounts**");

2. any Retained Amount Interest paid by the Platform Provider;

3. any VM Facilities Interest;

4. the proceeds from the repayment of any Interest Facility Loan; and

5. any Shortfall Payment paid by VMIH pursuant to the New VM Financing Facility Agreement.

Subsequent to the Issue Date and from time to time, the Issuer will use the funds available in the Interest Proceeds Account:

1. to fund the payment of interest on the Notes on each scheduled Interest Payment Date or otherwise upon redemption of the Notes;

2. to make Interest Facility Loans to VMIH on a daily basis; and

3. to fund payment of any Excess Arrangement Payment (as defined below), when due and payable, to VMIH pursuant to the New VM Financing Facility Agreement.

The Principal Proceeds Account

On the Issue Date, the Committed Principal Proceeds will equal £900.0 million. On or about the Issue Date, the Issuer will (i) firstly, deposit into the Principal Proceeds Account an amount of the Committed Principal Proceeds equal to the amount required for the purchase of VM Accounts Receivable by the Issuer on the first Value Date falling on or after the Issue Date (a "**Requested Purchase Price Amount**") (or will direct that payment be made directly for such purchase for its account by the Common Depositary), and (ii) secondly, use any remaining Committed Principal Proceeds to fund an initial Excess Cash Loan to VMIH under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement. Subsequent to the Issue Date, and from time to time, the Issuer will deposit into the Principal Proceeds Account:

1. upon the maturity and repayment of each Assigned Receivable, an amount equal to the Collected Principal Amount on such Assigned Receivable which has been returned to the Issuer upon the ultimate collection of such Assigned Receivable pursuant to the terms of the Framework Assignment Agreement;

2. any Purchase Price Return Amount paid by the Platform Provider to the Issuer pursuant to the terms of the Framework Assignment Agreement; and

3. the principal amount of any Excess Cash Loans or (with respect to the final repayment date) the Issue Date Facility Loans repaid by VMIH.

Subsequent to the Issue Date and from time to time, the Issuer will use the funds available in the Principal Proceeds Account:

1. to purchase available VM Accounts Receivable through the SCF Platform;

2. to make Excess Cash Loans to VMIH on a daily basis, and

3. upon the maturity of the Notes, to repay amounts outstanding under the Notes.

Purchases and Collections of VM Accounts Receivable—The Framework Assignment Agreement

On or about the Issue Date, the Issuer, as purchaser, will enter into the Framework Assignment Agreement (as defined in Condition 1 (*Definitions and Principles of Construction*)) with, among others, the Platform Provider, VMIH as the parent (the "**Obligors' Parent**") and The Bank of New York Mellon, London Branch as administrator. Under the Framework Assignment Agreement, from time to time commencing on the Issue Date, the Issuer may purchase and have assigned to it on a non-recourse basis, up to the total amount of Committed Principal Proceeds, and the Platform Provider may sell and assign (including pursuant to the Block Transfer and the 2018 Block Transfer) on a non-recourse basis, eligible VM Accounts Receivable that have been transferred to or acquired by the Platform Provider following an SCF Transfer. For purposes of this overview, "**VM Account Receivable**" means a Payment Obligation and the Receivable in respect of which such Payment Obligation has arisen, solely to the extent that such Receivable has been acquired by the Platform Provider.

Each VM Account Receivable to be purchased by the Issuer must meet, and the Obligors' Parent will represent and warrant (on behalf of itself and as agent for the Obligors) on the date of each sale and assignment of any VM Account Receivable from the Platform Provider to the Issuer (each such date, an "**Assignment Date**") in accordance with the Framework Assignment Agreement, that such VM Account Receivable meets, the following eligibility criteria: that such VM Account Receivable (i) (with respect to the Payment Obligation component of such VM Account Receivable only) is owed by the Obligors on a joint and several basis; (ii) (with respect to the Payment Obligation component of such VM Account Receivable only) is governed by English law; (iii) is denominated in pound sterling; (iv) (with respect to the Payment Obligation component of such VM Account Receivable only) is the legal, valid and binding obligation of each Obligor; (v) is capable of being freely and validly transferred in the manner provided by the Framework Assignment Agreement, so that on purchase the Issuer will receive good title; (vi) is due and payable in full without any right of set-off, counterclaim or deduction in favour of the Obligors; and (vii) has a maturity date that is no later than two Business Days prior to the Maturity Date of the Notes. For a further description of the VM Accounts Receivable, see "*Description of the Receivables*" included elsewhere in this Offering Circular. Additionally, immediately prior to each Assignment Date, the Platform Provider will represent and warrant that it is entitled to assign the relevant Payment Obligation pursuant to the terms of the Framework Assignment Agreement, and that it has not assigned, transferred or otherwise disposed of, or created any encumbrance or security interest over, such Payment Obligation. Furthermore, the Platform Provider will undertake that it will not, without the consent of the Issuer, take any action that would adversely affect a Payment Obligation or the Issuer's interest(s) therein (as further described in "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular).

Each Payment Obligation will be the joint and several obligation of VMIH and each of the Subsidiary Obligors. On the Issue Date, the eligible Subsidiary Obligors will be Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited (each, a "**Subsidiary Obligor**" and collectively, the "**Subsidiary Obligors**"; together with the Obligors' Parent, the "**Obligors**"). For the avoidance of doubt, Virgin Media Ireland Ltd. will not be an eligible Subsidiary Obligor under the Framework Assignment Agreement on and following the Issue Date, and therefore, none of the Assigned Receivables will be owed by it.

Purchases of VM Accounts Receivable with Requested Purchase Price Amounts

On or following the Issue Date (as further described in "*Description of Virgin Media—Capitalization of Virgin Media*" included elsewhere in this Offering Circular), the Platform Provider is expected to sell and assign (including pursuant to the Block Transfer and the 2018 Block Transfer) to the Issuer VM Accounts Receivable for a Requested Purchase Price Amount of £900.0 million, which the Issuer will fund with all or a portion of the Committed Principal Proceeds. It is expected that the Issuer will complete the Block Transfer and the 2018 Block Transfer by July 31, 2020 and further purchases of VM Accounts Receivable by December 31, 2020. See "*Use of Proceeds*". In connection with such sale and assignment, the Platform Provider will deliver to the Issuer:

1. an assignment framework note (substantially in the form attached to the Framework Assignment Agreement, an "**Assignment Framework Note**") to be accepted and agreed to by the Issuer, pursuant to which the Issuer will agree, among other things, to purchase Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider), in whole but not in part, at the relevant Purchase Price Amounts in an aggregate amount equal to a limit (in respect of purchased Payment Obligations which have not been settled) specified therein (the "**Purchase Limit**"); and
2. one or more notices related to such Assignment Framework Note (substantially in the form attached to the Framework Assignment Agreement, each an "**Assignment Notice**") instructing the Issuer to pay to

the Platform Provider, as consideration for the sale and assignment of the relevant VM Accounts Receivable, a requested amount (a "**Requested Purchase Price Amount**") on the date falling five Business Days following receipt by the Issuer of such Assignment Notice (or, in respect of the Assignment Notice in relation to the Block Transfer, on the day of receipt of such Assignment Notice) (a "**Value Date**").

As used herein, a "**Purchase Price Amount**" means, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount (as defined below) of such VM Account Receivable *less* the Applied Discount (as defined in the context of the Framework Assignment Agreement) (as defined below) calculated as at the relevant Assignment Date. "**Outstanding Amount**" means, with respect to a Payment Obligation, an amount equal to (i) the gross amount of the Approved Platform Receivable in respect of which the Payment Obligation arose, *less* (ii) the sum of all Credit Notes (as defined below under "*Accounts Payable Management Services Agreement*") allocated to the Approved Platform Receivable in respect of which that Payment Obligation arose pursuant to the terms of the APMSA, plus (iii) the Applied Discount (as defined below). "**Applied Discount**" refers (i) in the context of the APMSA, to the discount amount that the Platform Provider will deduct from the Certified Amount (as defined below under "*Accounts Payable Management Services Agreement*") in case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA and (ii) in the context of the Framework Assignment Agreement, to the discount amount that the Platform Provider will deduct from the Certified Amount in the case of a transfer of the Payment Obligation prior to the Confirmed Payment Date pursuant to the terms of the APMSA, *less* the processing fee due to the Platform Provider and LGC specified in the APMSA (which will initially be 0.20% per annum) (the "**Platform Provider Processing Fee**").

From time to time following the Issue Date, the Platform Provider may, at its discretion (but not more than once per week prior to the service of a notice of termination (as further described below)), serve further Assignment Notices (which may also be Primary Assignment Notices (as defined and further described below under "*—Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts*")) to the Issuer pursuant to the relevant Assignment Framework Note.

Following the receipt of an Assignment Notice, so long as no Non-Compliance Event (as defined below) has occurred and is continuing, the Issuer will pay, on the relevant Value Date, the relevant Requested Purchase Price Amount (which may be adjusted as further described below) to the Platform Provider, which shall have the effect of the Platform Provider immediately (or, in respect of a Block Transfer that will occur on the day immediately following the Issue Date, only on the day immediately following such Value Date) selling and assigning, without further action on the part of any person or entity, all of its rights, title and interest in and to the relevant Payment Obligations (and the Receivables related thereto, solely to the extent that such Receivables have been acquired by the Platform Provider) at the relevant Purchase Price Amounts to the Issuer pursuant to the relevant Assignment Framework Note (an "**Assignment**"). The Requested Purchase Price Amount (and the corresponding VM Accounts Receivable) will be adjusted if the aggregate of all Requested Purchase Price Amounts, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables would be higher than the relevant Purchase Limit specified in that Assignment Framework Note. In such event, the Issuer must notify the Platform Provider within two Business Days of receipt of the relevant Assignment Notice (i) of such circumstance and (ii) that the Requested Purchase Price Amount will (A) be reduced to equal the amount which would cause the aggregate Requested Purchase Price Amount, together with (without double counting) the aggregate of all Purchase Price Amounts in respect of outstanding Assigned Receivables to equal such Purchase Limit and/or (B) cancelled to the extent necessary such that the relevant assignment is for the whole, and not part, of the VM Accounts Receivable.

The Issuer will not be obliged to pay a Requested Purchase Price Amount specified in an Assignment Notice if any of the following events (each, a "**Non-Compliance Event**") have occurred and is continuing (provided that the Issuer notifies the Platform Provider, within two Business Days of the receipt of such Assignment Notice, that one or more Non-Compliance Events have occurred and of the Issuer's intention not to comply with such Assignment Notice): (i) if the Framework Assignment Agreement or relevant Assignment Framework Note has been terminated prior to the date of such Assignment Notice; (ii) if the terms and conditions of such Assignment Notice materially deviate from the terms and conditions of the Framework Assignment Agreement or the relevant Assignment Framework Note; (iii) if a Buyer Event of Default (as defined below) is continuing in respect of any Obligor; and/or (iv) if a specified insolvency event occurs in respect of the Platform Provider which directly results in the Platform Provider not continuing its business as contemplated under the Framework Assignment Agreement. If, following the receipt of a Requested Purchase Price Amount on a Value Date, the Platform Provider has acquired (or determines that it will on such Value Date acquire) insufficient VM Accounts

Receivable to apply the whole of the Requested Purchase Price Amount received on such Value Date, the Platform Provider will either (i) serve, on such Value Date, one or more notices (substantially in the form set out in the Framework Assignment Agreement, each a "**Purchase Price Return Notice**") to the Issuer and, on the Business Day following the date of such Purchase Price Return Notice (a "**Settlement Date**"), pay to the Issuer Collection Account, the excess Requested Purchase Price Amount not applied towards the purchase of VM Accounts Receivable (such excess, the "**Excess Requested Purchase Price Amount**"); or (ii) retain such Excess Requested Purchase Price Amount for a period of up to four Business Days following such Value Date (an "**Excess Retention Period**", and the final day thereof (which, at the Platform Provider's discretion, may occur prior to the fourth Business Day following such Value Date), the "**Excess Retention Period End Date**") to be applied towards the purchase of any VM Accounts Receivable arising during such Excess Retention Period. If the Platform Provider chooses to retain such Excess Requested Purchase Price Amount, it further agrees that (i) if the Platform Provider acquires any VM Accounts Receivable during such Excess Retention Period, it will sell and assign such VM Accounts Receivables to the Issuer (and the Platform Provider will be deemed to have served an Assignment Notice in respect of such Assigned Receivables); and (ii) on the Business Day prior to the Excess Retention Period End Date, the Platform Provider will serve a Purchase Price Return Notice in respect of any remaining Excess Requested Purchase Price Amount to the Issuer, and subsequently pay such remaining Excess Requested Purchase Price Amount to the Issuer Collection Account on such Excess Retention Period End Date, together with all Excess Requested Purchase Price Interest (as defined below) due in respect thereof. "**Excess Requested Purchase Price Interest**" shall accrue daily at the Funding Rate, calculated on any Excess Requested Purchase Price Amount retained by the Platform Provider (and not applied towards the purchase of VM Accounts Receivable), from (and including) the first day of the relevant Excess Retention Period to (and including) the relevant Excess Retention Period End Date, or such later date on which the Issuer receives such Excess Requested Purchase Price Amount together with all interest due in respect thereof. As used herein, "**Funding Rate**" means a rate equal to the Margin (as defined below) (less the Platform Provider Processing Fee) over 1-month GBP Libor (or any other applicable reference rate selected by the Platform Provider and VMIH) (a "**Reference Rate**"); *provided that* if the relevant Reference Rate is less than zero, such Reference Rate shall be deemed to be zero.

Collections on Assigned Receivables and Further Purchases of VM Accounts Receivable with Collected Principal Amounts

Prior to the service of an Obligor Enforcement Notification (as defined and further described below), the Platform Provider will act as collection agent for the Issuer in respect of any Collected Amounts received or recovered relating to Assigned Receivables, in accordance with the APMSA. Except in circumstances where certain Collected Principal Amounts are applied towards the purchase of new VM Accounts Receivable (as further described below), the Platform Provider will apply any Collected Amount, within one Business Day of receipt or recovery thereof (such scheduled date of application, a "**Collected Amount Forwarding Date**"), in or towards the repayment to the Issuer of an amount equal to the Outstanding Amount of the relevant Assigned Receivables (to the extent that such Assigned Receivables remain outstanding and has not been settled or otherwise paid to the Issuer).

From time to time, the Platform Provider may serve an Assignment Notice (a "**Primary Assignment Notice**") which states that any Collected Principal Amounts in respect of Assigned Receivables relating to such Primary Assignment Notice are to be treated as further payments of Requested Purchase Price Amounts. So long as (i) no Non-Compliance Event has occurred and is continuing (and in respect of which the Issuer has notified the Platform Provider that the purchase mechanics described in this paragraph will not apply), or (ii) no notice of termination has been served (as further described below), then (a) the Platform Provider will be deemed to have served an Assignment Notice on exactly the same terms as the Primary Assignment Notice, except for the Requested Purchase Price Amount (which will be equal to the Collected Principal Amount that would otherwise be due and payable to the Issuer) (such notice, the "**New Assignment Notice**"); and (b) the Platform Provider's obligation to pay such Collected Principal Amount to the Issuer will be set off against the Issuer's obligation to pay the Requested Purchase Price Amount under the New Assignment Notice. For the avoidance of doubt, the purchase mechanics described in this paragraph will not affect the Platform Provider's obligation to pay to the Issuer any Premium on the relevant Collected Amount Forwarding Date. If, three Business Days following the service of a New Assignment Notice, the Platform Provider still holds any Collected Amounts which have not been utilised for the purchase of new VM Accounts Receivable (such amounts, "**Unutilised Collected Amounts**"), the Platform Provider will immediately serve a Purchase Price Return Notice to the Issuer in respect of such Unutilised Collected Amounts, and will pay such Unutilised Collected Amounts to the Issuer Collection Account on the relevant Settlement Date. The Platform Provider will pay the Issuer interest on any "**Retained Collected Amounts**" (being any Collected Amount which has not been paid to the Issuer towards satisfaction of

the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable as described above). Interest on Retained Collected Amounts shall accrue daily at the Funding Rate, calculated from (and including) the relevant scheduled Collected Amount Forwarding Date to (and including) the relevant Settlement Date or such later date on which the Issuer receives the Retained Collected Amount, together with all interest due in respect thereof, as the case may be (the "**Retained Collected Amount Interest**"), and will be paid to the Issuer Collection Account on the relevant Settlement Date or such later date, as applicable.

Buyer Events of Default and Obligor Enforcement Notification

The Issuer may not serve (or cause or permit to be served) a notice to the Obligors informing them of an Assignment (an "**Obligor Enforcement Notification**") prior to the occurrence of (i) a failure by any Obligor to pay any Payment Obligation in full to the Platform Provider on the date such payment was due (taking into account any applicable grace period under the APMSA), (ii) a specified insolvency event in respect of any Obligor, (iii) a breach of the representations and warranties of the Obligors' Parent with respect to the eligibility of the VM Accounts Receivable, which is not capable of remedy (or if such breach is capable of remedy, is not remedied within five Business Days of notice) (each such event in (i) to (iii), a "**Buyer Event of Default**"), or (iv) a specified insolvency event in respect of the Platform Provider. See "*Risk Factors—Risks Relating to the Receivables and the SCF Platform—The transfer of VM Accounts Receivable under the Framework Assignment Agreement takes place only under equity until notice of assignment is given to the Obligors*". Following the occurrence of any of the foregoing events, the Issuer may serve or direct the Platform Provider to serve an Obligor Enforcement Notification (*provided that* the Platform Provider may, but is not obliged to, serve an Obligor Enforcement Notification at any time as it sees fit and pursuant to the circumstances described in the paragraph below).

As soon as reasonably practicable after the occurrence of a Buyer Event of Default, the Platform Provider will, among other things, (i) provide the Issuer with notice of such Buyer Event of Default and the details thereof, as well as regular status updates with respect to the affected Assigned Receivables; (ii) turn over to the Issuer any Purchase Price Return Amount in accordance with the terms of the Framework Assignment Agreement; and (iii) in consultation with the Issuer and the Obligors' Parent (provided such consultation is permitted by the terms of the Framework Assignment Agreement), take (or refrain from taking) any steps that the Platform Provider sees fit to recover all amounts payable, as well as default interest and other costs and expenses, each as permitted under the APMSA.

Following service of an Obligor Enforcement Notification, the Platform Provider will cease to act as the Issuer's collection agent in respect of the relevant Assigned Receivables. For a further description of the provisions relating to Buyer Events of Default and Obligor Enforcement Notification, see "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular.

Assignment and Termination

The Issuer may assign or transfer its rights under the Framework Assignment Agreement and the Assignment Framework Notes (including its rights to Assigned Receivables), without the consent of the other parties only in certain specified circumstances and in accordance with the procedures set forth in the Framework Assignment Agreement, as further described under "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular. Similarly, the Platform Provider may assign or transfer its rights under the Framework Assignment Agreement only with the prior written consent of the other parties and in such specified circumstances; *provided, however*, that the Platform Provider may assign or transfer any of its rights in Assigned Receivables to an affiliate without the consent of any other party, and may also assign or transfer any of its rights or obligations under the Framework Assignment Agreement, as the provider and administrator of the SCF Platform, to an affiliate with the prior written consent of the Issuer (which shall not be unreasonably withheld or delayed).

The Framework Assignment Agreement and/or any Assignment Framework Note issued thereunder may be terminated by the Issuer or the Platform Provider upon 10 Business Days' prior notice to the other parties thereto; *provided that,* with respect to a termination by the Platform Provider, the effective date of the termination shall not be earlier than the effective date of termination of the APMSA (as further described below). Additionally, the Platform Provider and/or the Issuer may terminate the Framework Assignment Agreement and/or any Assignment Framework Note with immediate effect upon the occurrence of certain events, including a breach of material obligations of the Obligors' Parent (subject to a 30 days grace period), a material breach of the representation and warranties of the Obligors' Parent (subject to a 30 days grace period), or if a specified

insolvency event has occurred in respect of the Obligors' Parent. For a further description of termination events, see "*Summary of Principal Documents—Framework Assignment Agreement*" included elsewhere in this Offering Circular.

The terms of the APMSA are more fully described below under "*Accounts Payable Management Services Agreement*".

New VM Financing Facility

On any Business Day which is not a Value Date, and on any Value Date (in this case, to the extent that there are any Committed Principal Proceeds that cannot be invested in VM Accounts Receivable due to a shortage of VM Accounts Receivable available for purchase through the SCF Platform), the Issuer will utilize any Excess Cash to make interest-bearing Excess Cash Loans to VMIH under the New VM Financing Facility Agreement, as further described below. This use of Excess Cash, together with the interest earned on the Issue Date Facility Loans, will provide the Issuer with the same rate of return in respect of the Committed Principal Proceeds not invested in VM Accounts Receivable (including any Retained Collected Amounts) as Noteholders will receive in respect of the Notes, instead of leaving the same funds (represented by the Excess Cash) uninvested in the Principal Proceeds Account pending their application for the purchase of VM Accounts Receivable. In addition, since the Issuer was formed solely for the purpose of facilitating the Original Transactions and the Transactions and issuing the Notes, and is not expected to engage in any business activities other than those related to its formation and the Original Transactions and the Transactions (including the offering of the Notes and the funding of loans under the New VM Financing Facility Agreement), the Issuer intends to lend any Interest Proceeds that it collects from time to time to VMIH, in the form of non-interest bearing Interest Facility Loans under the New VM Financing Facility Agreement, as further described below. The Issuer will also fund interest-bearing Issue Date Facility Loans under the Issue Date Facility, as further described below. Proceeds of any loans made by the Issuer to VMIH under the New VM Financing Facility Agreement may be used by VMIH for general corporate purposes.

On the Issue Date, the Issuer, as lender, will enter into a senior unsecured facilities agreement (the "**New VM Financing Facility Agreement**") with VMIH as borrower, and The Bank of New York Mellon, London Branch as administrator for the Issuer (together with any successor thereto approved or appointed by the Issuer, the "**Administrator**"), pursuant to which the Issuer will make available to VMIH revolving and term credit facilities, consisting of the Interest Facility, the Excess Cash Facility and the Issue Date Facility, as described below.

Interest Facility

The New VM Financing Facility Agreement will provide for a revolving credit facility (the "**Interest Facility**") under which the Issuer will from time to time fund non-interest-bearing Interest Facility Loans to VMIH.

Following the Issue Date, on any Business Day, if the Interest Proceeds deposited in the Interest Proceeds Account are greater than zero (and on any Business Day prior to an Interest Payment Date, greater than the amount required to fund the interest payment for such Interest Payment Date), the Issuer will apply such Interest Proceeds (or excess Interest Proceeds) to fund a new Interest Facility Loan to VMIH.

Excess Cash Facility

The New VM Financing Facility Agreement will also provide for a revolving credit facility (the "**Excess Cash Facility**"), in an aggregate principal amount up to the Committed Principal Proceeds, under which the Issuer will from time to time fund Excess Cash Loans to VMIH. Interest on Excess Cash Loans will be payable semi-annually in arrears on the earlier of (i) each January 15 and July 15 commencing January 15, 2021 (each, an "**Excess Cash Interest Period Date**") and (ii) upon repayment of a Weekly Excess Cash Repayment Amount (as defined below). Interest will accrue from the funding date of any Excess Cash Loan at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest in respect of any interest period ending on any Excess Cash Interest Period Date will occur no less than one Business Day prior to such Excess Cash Interest Period Date.

On or following the Issue Date, the Issuer will use the Committed Principal Proceeds, firstly, to purchase available VM Accounts Receivable pursuant to the Framework Assignment Agreement (including pursuant to the Block Transfer and the 2018 Block Transfer) and, secondly, to fund an initial Excess Cash Loan.

Following the Issue Date, as the Platform Provider (on a weekly basis) serves or is deemed to serve an Assignment Notice to the Issuer instructing the Issuer to pay a Requested Purchase Price Amount (as may be

adjusted or off set pursuant to the terms of the Framework Assignment Agreement) as consideration for the sale and assignment of the relevant VM Accounts Receivable on the relevant Value Date, the Issuer will, upon not less than five Business Days' prior notice, demand repayment by VMIH of such portion of principal of any outstanding Excess Cash Loans as is equal to (i) such Requested Purchase Price Amount to be paid for VM Accounts Receivable that the Issuer expects to purchase on such Value Date, *less* (ii) any Interim Platform Amounts credited on such Value Date (such amount demanded, a "**Weekly Excess Cash Repayment Amount**"). VMIH will be obligated to pay into the Issuer Collection Account (for immediate onwards crediting to the Principal Proceeds Account) the Weekly Excess Cash Repayment Amount on the fifth Business Day following receipt of such notice. The interest accrued on such Weekly Excess Cash Repayment Amount will not be repaid but will, on that date, be deemed loaned to VMIH under a new Interest Facility Loan. On the relevant Value Date, the Issuer will apply the Weekly Excess Cash Repayment Amount so received, together with any Interim Platform Amounts credited on the same day, towards its purchase of VM Accounts Receivable.

On any Business Day (other than the date on which the Notes are redeemed or repaid, in whole or in part (or on which corresponding payment by VMIH is required to be made to the Issuer in relation to any such redemption or repayment)), if the balance of funds deposited into the Principal Proceeds Account is greater than zero, the Issuer will apply such funds, firstly, towards the purchase of available VM Accounts Receivable in accordance with the Framework Assignment Agreement (if such Business Day is also a Value Date) and, secondly, to fund an Excess Cash Loan to VMIH.

Issue Date Facility

The New VM Financing Facility Agreement will further provide for a term loan facility (the "**Issue Date Facility**", together with the Interest Facility and the Excess Cash Facility, the "**New VM Financing Facility**"), under which the Issuer will fund interest-bearing loans to VMIH (the "**Issue Date Facility Loans**"). Interest on the Issue Date Facility Loans will be payable semi-annually in arrears on each January 15 and July 15 (each, an "**Issue Date Facility Interest Period Date**"), commencing on January 15, 2021. Interest will accrue from the funding date of the relevant Issue Date Facility Loan at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprising twelve 30-day months. Payment of interest in respect of any interest period ending on any Issue Date Facility Interest Period Date will occur no less than one Business Day prior to such Issue Date Facility Interest Period Date.

On or prior to the Issue Date, VMIH, the Issuer and TMF Management (Ireland) Limited (in its capacity as the sole shareholder of the Issuer, the "**Share Trustee**") will enter into an agreement pursuant to which VMIH will agree to pay the Share Trustee £3.0 million in return for the Share Trustee procuring that the Issuer enters into certain Transaction Documents. Such payment will be conditional on the Share Trustee subscribing £3.0 million (the "**Subscription Proceeds**") for one million of the Issuer's Class B, non-voting and non-dividend bearing shares (the "**Issue Date Shares**") which the Issuer will allot and issue to the Share Trustee. The Issuer will lend the Subscription Proceeds from the Issue Date Shares, if any, to VMIH as an Issue Date Facility Loan under the Issue Date Facility. In practice, the process will be almost cashless, as nearly all of the payment by VMIH to the Share Trustee will ultimately be lent back to VMIH as an Issue Date Facility Loan.

Principal and accrued interest (if applicable) on the New VM Financing Facility Loans will become due and payable in full on the earlier of (i) the Maturity Date of the Notes or (ii) the date of early redemption of the Notes in accordance with the Conditions.

The New VM Financing Facility Agreement will also provide for certain payments to the Issuer by VMIH and certain payments to VMIH by the Issuer. On the Issue Date, pursuant to the New VM Financing Facility Agreement, VMIH will pay to the Issuer an upfront payment in an amount equal to any underwriting fees, commissions and/or certain expenses incurred or paid by the Issuer in relation to the issuance of the Notes (if any). In addition, the New VM Financing Facility Agreement will provide for the periodic payment of Shortfall Payments or Excess Arrangement Payments, as described below under "*—Payment of Interest on the Notes*".

Payment of Interest on the Notes

Interest on the Notes will be payable semi-annually in arrears on each January 15 and July 15 (each, an "**Interest Payment Date**"), commencing, in the case of the Notes offered hereby, January 15, 2021. Interest on the Notes will accrue from the Issue Date at a rate of 4.875% per annum, and will be computed on the basis of a 360-day year comprising of twelve 30-day months. Pursuant to the terms of the New VM Financing Facility Agreement and the Expenses Agreement, and in consideration of the Issuer providing the New VM Financing

Facility to VMIH, VMIH will make certain payments to the Issuer to the extent necessary to enable the Issuer to make interest payments when due under the Notes. The Issuer will fund the payment of scheduled interest on the Notes on each Interest Payment Date from the Interest Proceeds Account as follows:

1. firstly, to the extent that there are amounts in the Interest Proceeds Account on the Business Day prior to such Interest Payment Date, the Issuer will utilize such amounts, towards the payment of scheduled interest on the Notes;

2. secondly, the Issuer will demand, upon no less than six Business Days' notice prior to such Interest Payment Date, that VMIH prepay Interest Facility Loans under the Interest Facility (and VMIH will repay such Interest Facility Loans on or prior to the fifth Business Day following receipt of such demand), in a principal amount equal to the lesser of:

    a. an amount equal to the interest due and payable on the Notes on such Interest Payment Date less any amounts in the Interest Proceeds Account referred to in paragraph (1) above; and

    b. the total amount of Interest Facility Loans outstanding on the Business Day prior to such Interest Payment Date.

The Issuer will deposit the proceeds of any Interest Facility Loans so prepaid into the Interest Proceeds Account;

3. thirdly, on or prior to the Business Day immediately preceding each Interest Payment Date (other than the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions), VMIH will make a payment to the Issuer (each, as calculated in accordance with the Agency and Account Bank Agreement, a "**Term Shortfall Payment**") in an amount equal to the positive difference, if any, between (i) the amount of interest due on the Notes on such Interest Payment Date, *less* (ii) the sum of (x) the amount of any Interest Facility Loans to be repaid pursuant to paragraph (2) above and (y) amounts in the Interest Proceeds Account referred to in paragraph (1) above;

    By contrast to the Term Shortfall Payment, to the extent that on any Interest Payment Date (other than the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions) there is any balance on the Interest Facility Loans not repaid by VMIH to the Issuer pursuant to paragraph (2) above, the Issuer will make a payment to VMIH (each, as calculated in accordance with the Agency and Account Bank Agreement, a "**Term Excess Arrangement Payment**") in an amount equal to such balance of the Interest Facility Loans outstanding on such Interest Payment Date. Any Term Excess Arrangement Payment will be paid as a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) (or to the extent that the Term Excess Arrangement Payment amount exceeds the amount of interest and fees previously paid under the New VM Financing Facility Agreement, shall constitute an advance rebate of interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) to be paid under the New VM Financing Facility Agreement) (on a cashless basis, by offsetting such Term Excess Arrangement Payment against the amounts due by VMIH under the Interest Facility Loans).

4. fourthly, on or prior to the Business Day immediately preceding the final Interest Payment Date (being the Maturity Date of the Notes or at early redemption of the Notes in accordance with the Conditions), VMIH will make a payment to the Issuer (as calculated in accordance with the Agency and Account Bank Agreement, a "**Maturity Shortfall Payment**" and, together with the Term Shortfall Payments, the "**Shortfall Payments**" and each a "**Shortfall Payment**") in an amount equal to the positive difference, if any, between (i) the aggregate principal amount of the Notes to be repaid together with the amount of interest due on the Notes on such final Interest Payment Date, *less* (ii) the sum of:

    a. all Collected Amounts on all Assigned Receivables to be repaid or prepaid to the Issuer on or prior to two Business Days prior to the final Interest Payment Date;

    b. any other amounts (including any accrued interest) due to be paid by the Platform Provider to the Issuer pursuant to the Framework Assignment Agreement on or prior to two Business Days prior to the final Interest Payment Date;

    c. the principal amount of and interest due on all of the New VM Financing Facility Loans to be paid to the Issuer on maturity of the New VM Financing Facility Loans; and

    d. all other amounts in the Issuer Transaction Accounts (to the extent not included in any of the above);

    By contrast to the Maturity Shortfall Payment, to the extent that any calculation in this paragraph (4) results in a negative value, the Issuer will pay or transfer to VMIH (as calculated in accordance with

the Agency and Account Bank Agreement, a "**Maturity Excess Payment**", together with the Term Excess Arrangement Payments, the "**Excess Arrangement Payments**" and each an "**Excess Arrangement Payment**") (as a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment)) in an amount which would return such negative value to zero; *provided, however*, that such payment will only be made after all amounts due and payable to Noteholders under the Notes have been settled.

Approved Exchange Offer

In order to extend the availability of the committed financing for the purchase of VM Accounts Receivable represented by the Committed Principal Proceeds beyond the Maturity Date of the Notes, VMIH may, at any time, enter into an exchange offer and payables financing plan agreement (a "**Plan Agreement**") with a new entity (a "**New Issuer**"). Pursuant to any such Plan Agreement, the New Issuer will procure from VMIH a commitment to cancel amounts of the New VM Financing Facility as set forth below, and will enter into agreements with VMIH, the Platform Provider, the Notes Trustee and other relevant counterparties providing for the New Issuer's purchase of VM Accounts Receivable on terms and conditions substantially similar to the Transaction Documents.

Promptly after entering into the Plan Agreement, the New Issuer will launch an exchange offer (the "**Approved Exchange Offer**") designed to allow Noteholders to exchange up to a specified principal amount of Notes for a principal amount of new notes (the "**New Notes**") to be set out in the Approved Exchange Offer. Upon consummation of the Approved Exchange Offer, subject to the terms of the Trust Deed:

(i) The New Issuer will issue a specified amount of New Notes to the Noteholders validly tendered into the Approved Exchange Offer and not withdrawn. If, upon the expiration of the Approved Exchange Offer, Noteholders have validly tendered more Notes than the New Issuer is able to accept pursuant to the Approved Exchange Offer, the New Issuer will accept for exchange Notes validly tendered and not withdrawn on a pro rata basis, based on the proportion that the aggregate principal amount of Notes to be accepted bears to the aggregate principal amount of Notes validly tendered and not withdrawn; and

(ii) The Issuer will purchase from the New Issuer any Notes accepted by the New Issuer pursuant to the Approved Exchange Offer and will cancel such purchased Notes. As consideration for such purchase, the Issuer will simultaneously pay, assign and transfer to the New Issuer:

(A) Assigned Receivables such that (a) minus (b) is equal to or less than (c) plus (d); where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, where "**Relevant Percentage**" means the proportion that the aggregate principal amount of Notes accepted into the Approved Exchange Offer bears to the aggregate principal amount of Notes outstanding as of the date of consummation of the Approved Exchange Offer (the "**Determination Date**"), (b) is the aggregate historical Purchase Price Amount of such Assigned Receivables assigned to the New Issuer pursuant to this clause (A), (c) is the balance of Excess Cash Loans outstanding on the Determination Date, and (d) is any Interim Platform Amounts to be credited to the Issuer on the Determination Date. The Assigned Receivables to be assigned to the New Issuer pursuant to this clause (A) will be selected by an independent financial, banking, accounting or other similar advisor designated by VMIH, the Issuer or the Administrator with a mandate to maximise the aggregate Purchase Price Amount of the transferred Assigned Receivables whilst ensuring that they have the shortest maturities possible. Assigned Receivables will only be assigned and transferred to the New Issuer pursuant to this clause (A) in whole, and not in part;

(B) The cash proceeds from the repayment of Interest Facility Loans (to be demanded by the Issuer or the Administrator) in an amount equal to (a) minus (b); where (a) is the accrued and unpaid Premium that remained outstanding on the Assigned Receivables assigned pursuant to clause (A) above as of the immediately preceding Interest Payment Date, and (b) is any accrued and unpaid Retained Amount Interest that remained outstanding as of the Determination Date in respect of the "**Retained Amounts**" (being collectively, Retained Collected Amounts and/or Excess Requested Purchase Price Amounts) (as determined in accordance with the Agency and Account Bank Agreement described elsewhere in this Offering Circular) to be transferred to the New Issuer pursuant to clause (D) below, as applicable;

(C) The cash proceeds from the repayment of Excess Cash Loans (to be demanded by the Issuer or the Administrator) in an amount equal to (a) minus (b) minus (c), where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, (b) is the aggregate Purchase Price

Amounts of Assigned Receivables assigned to the New Issuer pursuant to clause (A) above, and (c) is any Interim Platform Amounts to be credited to the Issuer on the Determination Date;

(D) The cash proceeds from the payment by the Platform Provider to the Issuer on the Determination Date of any Retained Amounts and any other Interim Platform Amounts; and

(E) An "**Accrued Facility Interest and Shortfall Amount**" equal to (a) minus (b) minus (c) minus (d) minus (e), where (a) is the aggregate principal amount of Notes tendered into the Approved Exchange Offer, (b) is the aggregate Purchase Price Amounts of the Assigned Receivables assigned pursuant to clause (A) above *plus* accrued and unpaid Premium thereon through the Determination Date, (c) is the amount of cash proceeds set out in clause (B) above, (d) is the amount of cash proceeds set out in clause (C) above and (e) is the amount of cash proceeds set out in clause (D) above. The Issuer will demand repayment of Excess Cash Loans in an amount equal to any Accrued Facility Interest and Shortfall Amount in order to make such payment.

Accounts Payable Management Services Agreement

VM Accounts Receivable purchased by the Issuer pursuant to the Framework Assignment Agreement are uploaded by an Obligor (or by LGC on its behalf) or VMIH to the SCF Platform (as defined in Condition 1 (*Definitions and Principles of Construction*)) managed by the Platform Provider to facilitate receivables financing provided by the Platform Provider and other participating funding providers, including the Issuer. The SCF Platform is made available to VMIH and certain of its subsidiaries, and is administered under the terms of the Accounts Payable Management Services Agreement.

The Platform Provider and the Obligors have, among others, entered into the Accounts Payable Management Services Agreement (as defined in Condition 1 (*Definitions and Principles of Construction*)). Under the terms of the APMSA, the Obligors (which, in the context of this section entitled "*Accounts Payable Management Services Agreement*" shall include reference to the Obligors' Parent, the eligible Subsidiary Obligors and Virgin Media Ireland Ltd.) are "**Buyer Entities**" who may upload Electronic Data Files containing details of Receivables on to the SCF Platform to enable the purchase (or deemed purchase) by or transfer (or deemed transfer) to the Platform Provider of such Receivables from the relevant Supplier. Additional Subsidiary Obligors may accede to the APMSA by entering into an accession letter (substantially in form set out in the APMSA) with the Platform Provider and the Obligors' Parent, and an existing Subsidiary Obligor may cease to be a "Buyer Entity" for the purposes of the APMSA if the Platform Provider or Obligors' Parent provides written notice to such effect. Pursuant to the Agency and Account Bank Agreement, the Obligors' Parent will undertake to the Issuer that the Obligors' Parent may notify the Platform Provider of a resignation of a Subsidiary Obligor only if all Outstanding Amounts owed by such Subsidiary Obligor (as principal obligor) in respect of its Assigned Receivables have been settled in accordance with the APMSA on or prior to the date of its resignation, and the Obligors' Parent will agree to promptly provide written notification of the same to the Issuer (or the Administrator on its behalf).

From time to time, an Obligor (or by LGC on its behalf) or VMIH may execute an Upload and designate such uploaded Receivables as "approved". Immediately upon payment by the Platform Provider to the relevant Suppliers of the Net Amount specified in the Electronic Data File (i) an SCF Transfer will occur in respect of such Approved Platform Receivables and (ii) such payment will immediately give rise to new Payment Obligations, being independent and primary obligations of each Obligor, jointly and severally, (on the basis described in the sections entitled "*Description of the Receivables*" and "*Summary of Principal Documents—Accounts Payable Management Services Agreement*" included elsewhere in this Offering Circular) to make or cause payment to be made of the Certified Amount (as defined below) to the Relevant Recipient on the Confirmed Payment Date in respect of such Approved Platform Receivable. Eligible Receivables (as further described in "*Summary of Principal Documents—Accounts Payable Management Services Agreement*" included elsewhere in this Offering Circular) may include those with a Confirmed Payment Date of up to 360 days from the issuance date of the relevant invoice. In respect of SCF Transfers of Receivables a margin of 2.70% per annum (the "**Initial Margin**", as may be amended from time to time by any applicable Margin Amendments, the "**Margin**") calculated on the basis of the relevant Outstanding Amounts (which includes the Platform Provider Processing Fee) over the Reference Rate that applies to such Receivables.

The Margin applies from the date of the relevant SCF Transfer until the Confirmed Payment Date in respect of such Payment Obligation (and the Receivable related thereto, solely to the extent that such Receivable has been acquired by the Platform Provider). The Reference Rate (being, in this case, GBP LIBOR with a floor of

zero) is determined by the remaining tenor between the date of an SCF Transfer and the Confirmed Payment Date (i.e. between 1 and 30 days, 1 month base rate will apply; between 31 and 60 days, 2 months base rate will apply). The Reference Rate plus the Margin are used to calculate the Applied Discount that the Platform Provider will deduct from the Certified Amount in the case of transfer by the Platform Provider of the VM Account Receivable prior to the Confirmed Payment Date, and accordingly is used in the calculation of the Purchase Price Amount for each VM Account Receivable. The Margin under the APMSA may not be amended without the written consent of the Issuer, and pursuant to the terms of the other Transaction Documents, the Issuer will agree to provide its written consent to any amendment of the Margin (without being required to seek the consent of the Noteholders) so long as the obligations of the New VM Financing Facility Borrower in favour of the Issuer under Clause 11.2 ("*Facility Fees*") of the New VM Financing Facility Agreement remain in full force and effect.

Pursuant to the APMSA, the Obligors' Parent and, as applicable, each Subsidiary Obligor appoints the Platform Provider as paying agent with respect to the settlement of any VM Account Receivable. Settlement requires the Obligors' Parent (or, at its option, a Subsidiary Obligor) to make an electronic transfer of the Certified Amount (as defined below) to the Platform Provider's designated bank account on the Confirmed Payment Date, and the Platform Provider will, in turn, transfer such Certified Amount (or part thereof as received by the Platform Provider) to the relevant recipient (which shall be the Issuer in respect of Assigned Receivables) on the same Confirmed Payment Date. As used herein, "**Certified Amount**" means, with respect to a Payment Obligation, the Outstanding Amount of such Payment Obligation (as specified in an Electronic Data File) on the "**Certified Amount Fixed Date**", being the date the relevant Electronic Data File is uploaded in respect of such Payment Obligation. Failure by any Obligor to pay all or any part of the Certified Amount by the Confirmed Payment Date will cause default interest to accrue on the unpaid sum at a rate of 1-month GBP LIBOR (or any other applicable reference rate selected by the Platform Provider and VMIH) *plus 7%* per annum, until the Certified Amount has been discharged in full.

Prior to an SCF Transfer in respect of an Approved Platform Receivable, if an Obligor wishes to reduce the amount of any Approved Platform Receivable for any reason (including as a result of any lien, right of set-off, defence, claim, counterclaim, or other certain adverse claim), it may post the amount to be deducted from such Approved Platform Receivable (each, a "**Credit Note**") as an entry in an Electronic Data File and such Credit Note will be allocated to such Approved Platform Receivable (and shall reduce the corresponding Payment Obligation that will arise following an SCF Transfer). No Credit Notes may be allocated to an Approved Platform Receivable (and the corresponding Payment Obligation) following an SCF Transfer in respect of such Approved Platform Receivable. Additionally, each Obligor agrees to be responsible for the accuracy of all information submitted by them in respect of VM Accounts Receivable and the Obligors' Parent agrees to comply with certain reporting requirements set out in the APMSA.

Under the APMSA, each Obligor represents, warrants and covenants to the Platform Provider at the date of (a) an Upload, (b) any SCF Transfer resulting in any Payment Obligation arising and the transfer or acquisition of the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) and (c) transfer via the SCF Platform and/or as permitted by the APMSA (in each case, including each applicable Assignment Date), as applicable, among other things: (i) that the Approved Platform Receivable meets certain criteria under the APMSA, including (but not limited to) having a Confirmed Payment Date of no more than 360 days from the issuance date of the relevant invoice and being denominated in an agreed currency; (ii) that the Approved Platform Receivable is not subject to any mortgage, charge, pledge, lien, other encumbrance or (to the best of the relevant Obligor's knowledge) other personal right or right in rem of any third party and has, to the best of the relevant Obligor's knowledge, not been transferred or transferred in advance; (iii) that each Payment Obligation and the Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) is free of any adverse claims, including any lien, right of set-off, netting, abatement, reduction, claim, defence or counterclaim; (iv) that each Payment Obligation and Receivable related thereto (solely to the extent that such Receivable has been acquired by the Platform Provider) can be validly transferred in accordance with the terms of the APMSA; and (v) that each Payment Obligation will be settled by an Obligor by the payment of the relevant Certified Amount on the relevant Confirmed Payment Date without withholding, deduction or set-off.

The APMSA also provides that the following occurrences, among others, constitute events of default, whereupon the Platform Provider shall have the right (but not the obligation) to suspend or terminate the provision of accounts payable management services and prohibit the creation of any further Payment Obligations (each, an "**APMSA Event of Default**"): (i) breach by any Obligor of any obligation or certain representations, warranties or covenants in the APMSA, which has not been remedied, if it can be remedied, for a period of ten days (which grace period shall not apply if such breach relates to a financial interest of an amount in excess of £5.0 million); (ii) non-payment of any amount due under the APMSA, including all or any part of any Certified

Amount (subject to a grace period of one Business Day in the case of principal, and three Business Days in the case of any other amount); (iii) if any Obligor is unable, deemed unable, or admits inability to pay its debts as they fall due; and (iv) any corporate action, legal proceedings or other procedure is taken in relation to the suspension of payments, winding-up, or dissolution of any Obligor, or any composition, compromise, assignment or arrangement with any creditor of any Obligor, or the appointment of a liquidator, receiver, or other similar officer in respect of any Obligor.

The Obligors' Parent has also agreed to provide certain indemnities to the Platform Provider under the APMSA, including (but not limited to) indemnities against any losses directly suffered for or on account of tax, reasonable losses incurred as a direct result of any APMSA Event of Default or failure by any Obligor to pay any amount due under the APMSA, and any costs, expenses, claims or losses incurred as a result of the incorrect calculation by any Obligor of the amount of any Receivable uploaded in an Electronic Data File.

Subject to the consent of the Obligors' Parent (which will not be unreasonably withheld), the Platform Provider may assign, transfer or deal in any other manner with any VM Account Receivable that has been transferred to it, and/or all of its rights against any Obligor or under the APMSA, in part or in whole, to any third party; *provided, however*, that the Platform Provider may transfer any of its rights in VM Accounts Receivable to any of its affiliates without the consent of the Obligors' Parent if the Platform Provider promptly (and in any event, within three Business Days of such transfer) provides written notice to the Obligors' Parent of such transfer. No Obligor may so assign or transfer its respective rights and obligations under the APMSA without the written consent of the Platform Provider, and such consent shall not be unreasonably withheld or delayed.

Each of the Platform Provider and the Obligors' Parent may unilaterally terminate the APMSA upon notice to the other parties, if any other party breaches a material provision of the APMSA and fails to cure such breach within 10 days following written notice from another party requiring them to remedy such breach. The Platform Provider may also terminate the APMSA: (i) for any reason upon 12 months' prior written notice to the Obligors' Parent and LGC; and (ii) immediately, upon written notice, if it becomes unlawful for the Platform Provider in any applicable jurisdiction to perform any of its obligations thereunder. The Obligors' Parent or LGC may terminate the APMSA for any reason upon 20 Business Days' prior written notice to the Platform Provider. Following termination of the APMSA, the Obligors will no longer be permitted to use to the SCF Platform. All rights, duties and obligations of the parties to the APMSA with respect to the Payment Obligations posted to the SCF Platform prior to the effective date of any termination shall survive the termination of the APMSA.

SCF Platform Addition

At any time, VMIH and the Subsidiary Obligors may, at their option, elect to participate in an additional system established and administered by another Platform Provider (an "**SCF Platform Addition**"). In connection with any SCF Platform Addition, VMIH and the Subsidiary Obligors may enter into additional accounts payable management services agreements (or equivalent) and the Issuer may (and upon request by VMIH, shall) enter into one or more additional receivables assignment agreements (or equivalent), pursuant to which the Issuer will purchase eligible VM Accounts Receivable from such additional Platform Provider. The consent of the Noteholders will not be required for VMIH, the Subsidiary Obligors and the Issuer to give effect to any SCF Platform Addition (including the modification of any Transaction Documents to implement such SCF Platform Addition), and the Administrator will enter into any SCF Platform Addition Documentation if the Administrator receives written confirmation (with a copy to the Notes Trustee) from VMIH that, in VMIH's determination, the entry into such SCF Platform Addition Documentation is reasonably required to implement such SCF Platform Addition and does not materially and adversely affect the interests of the Noteholders.

2016 Receivables Financing Notes Redemption

In connection with the issuance of the Additional Notes offered hereby and the issuance of the Dollar VFN Notes, the New VM Financing Facility Borrower expects to repay all of the 2016 VM Financing Facilities and all of the 2016 Receivables Financing Notes will be redeemed by the 2016 RFN Issuer (the "**2016 RFN Redemption**"). The 2016 RFN Redemption will include a block sale and assignment by the 2016 RFN Issuer of any VM Accounts Receivable purchased and held by the 2016 RFN Issuer (the "**Block VM Accounts Receivable**") prior to such 2016 RFN Redemption to the Platform Provider. The Platform Provider is expected to sell and assign certain of the Block VM Accounts Receivable (which are expected to be in an amount not less than £300.0 million) to the Issuer under the Framework Assignment Agreement on or shortly following the Issue Date (the "**Block Transfer**") and certain of the Block VM Accounts Receivable to the Dollar VFN Issuer (the "**Dollar Notes Block Transfer**").

Other Transaction Documents

The following documents will be entered into in relation to the offering of the Notes: (a) the Trust Deed, (b) an agency and account bank agreement dated the Issue Date (the "**Agency and Account Bank Agreement**")

between, *inter alios*, the Issuer, the Notes Trustee, The Bank of New York Mellon, London Branch as transfer agent (the "**Transfer Agent**", which term shall include any successor or substitute transfer agent appointed pursuant to the terms of the Agency and Account Bank Agreement), The Bank of New York Mellon, London Branch as principal paying agent (the "**Paying Agent**", which term shall include any successor, substitute or additional paying agent appointed pursuant to the terms of the Agency and Account Bank Agreement), The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the "**Registrar**", which term shall include any successor or substitute registrar appointed pursuant to the terms of the Agency and Account Bank Agreement), The Bank of New York Mellon, London Branch as administrative agent (the "**Administrator**", which term shall include any successor or substitute administrative agent appointed pursuant to the terms of the Agency and Account Bank Agreement), The Bank of New York Mellon, London Branch as the Issuer transaction account bank (the "**Account Bank**", which term shall include any successor or substitute account bank appointed pursuant to the terms of the Agency and Account Bank Agreement), and (c) a corporate administration agreement dated on or prior to the Issue Date (the "**Corporate Administration Agreement**") between the Issuer and TMF Administration Services Limited as corporate services provider (the "**Corporate Servicer**", which term shall include any successor or substitute corporate service providers of the Issuer in accordance with the terms of the Corporate Administration Agreement). The Transfer Agent, Registrar, Paying Agent, Account Bank and Administrator are herein referred to collectively as the "**Agents**".

The Notes will be senior obligations of the Issuer and will be secured by the Notes Collateral for, *inter alia*, the Notes created by the Trust Deed and the other Notes Security Documents.

These Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the Agency and Account Bank Agreement and the other Transaction Documents. If there is any conflict between these Conditions and the Trust Deed, these Conditions shall prevail.

The Noteholders and all persons claiming through them or under the Notes are entitled to the benefit of, and are bound by, the Trust Deed, the Agency and Account Bank Agreement and the other Transaction Documents, physical and/or electronic copies of which are available for inspection during usual business hours on any week day (excluding Saturdays, Sundays and public holidays) at the offices of the Paying Agent and at the registered office of the Issuer.

The issue of the Notes was authorised by resolutions of the Board of Directors of the Issuer passed on June 2 and 8, 2020.

1. Definitions and Principles of Construction

General Interpretation

(a) In these Conditions any reference to:

"**2016 Receivables Financing Notes**" means the 2016 RFN Issuer's £800.0 million principal amount outstanding of 5.50% Receivables Financing Notes due 2024, which are expected to be redeemed in connection with the issuance of the Additional Notes and issuance of the Dollar VFN Notes;

"**2016 RFN Issuer**" means Virgin Media Receivables Financing Notes I Designated Activity Company;

"**2016 VM Financing Facilities**" has the meaning assigned to it under "*Description of Virgin Media—Description of Other Indebtedness—Existing VM Financing Facilities—2016 VM Financing Facilities*";

"**2020 Restatement Date**" means May 15, 2020;

"**Accelerated Maturity Event**" has the meaning assigned to such term in Condition 6(g) (*Redemption, Purchase and Cancellation; Approved Exchange Offer—Accelerated Maturity Event*);

"**Accounts Payable Management Services Agreement**" or "**APMSA**" means (i) the Existing APMSA, and (ii) following an SCF Platform Addition, the Existing APMSA and any accounts payable management services agreement (or equivalent) to be entered into between, *inter alios*, the Platform Provider and VMIH as Obligors' Parent, in each case of (i) and (ii), as amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement), or otherwise modified from time to time;

"**Applicable Premium**" means with respect to a Note at any redemption date prior to July 15, 2023, the excess of (1) the present value at such redemption date of (a) the principal amount of such Note plus (b) all

required remaining scheduled interest payments due on such Note through July 15, 2023 (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 (2) the principal amount of such Note on such redemption date. For the avoidance of doubt, calculation of the Applicable Premium shall not be a duty or obligation of the Notes Trustee, the Security Trustee or the Registrar, the Paying Agent or the Transfer Agent;

"**Appointee**" means any attorney, agent, delegate or other person properly appointed by the Notes Trustee and/or the Security Trustee in accordance with the Trust Deed to discharge any of its function or advise it in relation thereto;

"**Approved Exchange Offer**" has the meaning assigned to such term in Condition 6(k) (*Redemption, Purchase and Cancellation; Approved Exchange Offer—Approved Exchange Offer*);

"**Assigned Receivable**" means, at any time of determination, any VM Accounts Receivable in respect of which there has been an assignment of such VM Accounts Receivable (including pursuant to the Block Transfer and the 2018 Block Transfer) from the Platform Provider to the Issuer pursuant to the terms of the Framework Assignment Agreement and the relevant Assignment Framework Note;

"**Assignment**" has the meaning assigned to such term under "*—Overview of the Structure of the Offering of the Additional Notes*";

"**Assignment Framework Note**" means an assignment framework note substantially in the form set out in Schedule 1 (Form of Assignment Framework Note) to the Original Framework Assignment Agreement or any other notice under a Framework Assignment Agreement as agreed between the relevant parties;

"**Basic Terms Modification**" means a modification of certain terms (as fully set out in the Trust Deed) including the date of maturity of the Notes or a modification of which would have, other than in connection with an Accelerated Maturity Event, the effect of postponing any date for payment of interest thereon, the reduction or cancellation of the amount of principal payable in respect of such Notes, the alteration of the rate of interest applicable in respect of such Notes, the alteration of the quorum or the majority required to pass an Extraordinary Resolution, the alteration of the currency of payment of such Notes or any alteration of the manner of redemption of such Notes and any material modification to the security granted by the Issuer or any modification to this definition or any material modification to the Priorities of Payments, other than any material modification to the order of priority that affects only item(s) lower in the Post-Enforcement Priority of Payments than item number five;

"**Block Transfer**" has the meaning assigned to such term under "*—Overview of the Structure of the Offering of the Additional Notes—2016 Receivables Financing Notes Redemption*";

"**Borrower**" means any borrower under the New VM Financing Facility Agreement from time to time;

"**Business Day**" means each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, the Netherlands, New York, U.S.A., Dublin, Ireland or London, England are authorized or required by law to close;

"**Certified Amount**" has the meaning assigned to such term under "*—Overview of the Structure of the Offering of the Additional Notes*";

"**Committed Principal Proceeds**" means the amount available to the Issuer from time to time for the purchase of VM Accounts Receivable equal to an amount representing the net proceeds of the Original Notes, the Additional Notes *plus* the net proceeds of the issuance of any Further Notes *plus*, in each case, any upfront payments payable by VMIH pursuant to the New VM Financing Facility Agreement in connection therewith. On the Issue Date, the Committed Principal Proceeds will equal £900.0 million;

"**Confirmed Payment Date**" means, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the date (which cannot be changed) specified as such in the Electronic Data File when the Certified Amount is due and payable by the Obligors to the Relevant Recipient;

"**Definitive Note**" means in respect of the Notes, each note issued or to be issued in definitive registered form in accordance with Clause 3.3 *(Transfer and Exchange)* of the Trust Deed, in or substantially in the form set out in Schedule A, Part 2 of the Trust Deed;

"**Electronic Data File**" means an electronic file substantially in the form set out in Schedule 3 to the Accounts Payable Management Services Agreement;

"**Encumbrance**" includes any mortgage, charge (whether legal or equitable), pledge, lien, hypothecation or other encumbrance or other security interest securing any obligation of any person or any other type of agreement, trust or arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect but, for the avoidance of doubt shall not include (a) a right of counterclaim or (b) a right of set off arising by contract or operation of law not constituting a mortgage, charge or other encumbrance under applicable law;

"**Enforcement Actions**" has the meaning assigned to such term in Clause 7.3 *(Enforcement)* of the Trust Deed;

"**Enforcement Notice**" means a notice declaring the security created by the Notes Security Documents to be enforceable given by the Security Trustee to the Issuer, pursuant to the Trust Deed at any time following the service to the Issuer of a Note Acceleration Notice;

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended;

"**Euroclear**" and/or "**Clearstream**" means Euroclear Bank, S.A./N.V., as operator of the Euroclear system and Clearstream Banking, S.A., as applicable, or any successors thereto and shall, wherever the context so admits, be deemed to include reference to any additional or alternative clearing system approved by the Issuer and the Notes Trustee in relation to the Notes;

"**European Union**" means the European Union, including member states as of May 1, 2004 but excluding any country which became or becomes a member of the European Union after May 1, 2004;

"**Excess Cash Facility**" means the revolving facility to be made available by the Issuer to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement pursuant to Clause 2.1 (The Excess Cash Facility) thereof;

"**Excess Cash Loans**" means loans made or to be made under the Excess Cash Facility pursuant to the New VM Financing Facility Agreement;

"**Excluded Buyer**" means Virgin Media Ireland Ltd., a private company limited by shares incorporated under the laws of Ireland with registered number 435668 whose registered office is at Building P2, Eastpoint Business Park, Clontarf, Dublin 3, Ireland, as the "Excluded Buyer" pursuant to and in accordance with the Framework Assignment Agreement;

"**Excluded Note**" means any Note held at the time of determination by the Issuer or a member of the VM Group;

"**Existing APMSA**" means the amended and restated accounts payable management services agreement originally dated September 20, 2013 (and amended and restated on the 2020 Restatement Date) between, *inter alios*, the Platform Provider and VMIH as Obligors' Parent;

"**Expenses Agreement**" means the expenses agreement dated on or about the Issue Date between VMIH and the Issuer;

"**Extraordinary Resolution**" means:

(a) a resolution passed at a meeting of the Noteholders, duly convened and held, in each case, in accordance with and subject to the terms of the Trust Deed and the Conditions, by (i) in respect of any matter other than a Basic Terms Modification, a majority consisting of more than 50 per cent. of the persons voting at that meeting, or (ii) in respect of a Basic Terms Modification, a majority consisting of not less than three-fourths of the persons voting at that meeting; or

(b) a resolution in writing signed by or on behalf of all the Noteholders (each, a "**Written Extraordinary Resolution**"), which resolution in writing may be contained in one document or in several documents in the same form each signed by or on behalf of one or more of the Noteholders;

"**Framework Assignment Agreement**" means (i) the Original Framework Assignment Agreement, and (ii) following an SCF Platform Addition, the Original Framework Assignment Agreement and any receivables assignment agreement (or equivalent) to be entered into between, *inter alios*, the Issuer, the Platform Provider and VMIH, in each case of (i) and (ii), as may be amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement) or otherwise modified from time to time, and pursuant to which the Issuer will purchase eligible VM Accounts Receivable from the Platform Provider. As used herein, the term "**Framework Assignment Agreement**" may also refer to, as the context may require, the Framework Assignment Agreement and the Assignment Framework Notes;

"**Further Notes**" has the meaning assigned to such term in Condition 20 (*Issue of Further Notes*);

"**including**" shall be construed as a reference to including without limitation, so that any list of items or matters appearing after the word including shall be deemed not to be an exhaustive list, but shall be deemed rather to be a representative list, of those items or matters forming a part of the category described prior to the word including;

"**Interest Facility**" means the revolving facility to be made available by the Issuer to the New VM Financing Facility Borrower pursuant to Clause 2.2 (*Interest Facility*) of the New VM Financing Facility Agreement;

"**Interest Facility Loans**" means loans made or to be made under the Interest Facility pursuant to the New VM Financing Facility Agreement;

"**Interest Payment Date**" means semi-annually in arrears on each January 15 and July 15 of each year, commencing on January 15, 2021, or, if any such day is not a Business Day, on the next succeeding Business Day;

"**Interest Period**" has the meaning ascribed thereto in Condition 5 (*Interest*);

"**Interest Proceeds Account**" means the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank through which the Issuer will finance the payment of interest on the Notes;

"**Investment Company Act**" means the U.S. Investment Company Act of 1940, as amended;

"**Irish Excluded Assets**" means all assets, property or rights of the Issuer deriving from the Issuer Profit Account and the Corporate Administration Agreement;

"**Issue Date**" means June 17, 2020;

"**Issue Date Arrangements Agreement**" means the agreement dated on or about the Issue Date between VMIH, the Issuer and the Share Trustee;

"**Issue Date Facility**" means the term facility to be made available by the Issuer to the New VM Financing Facility Borrower pursuant to Clause 2.3 (*Issue Date Facility*) of the New VM Financing Facility Agreement;

"**Issuer Available Funds**" means the aggregate of:

(a) (i) all monies standing to the credit of the Issuer Transaction Accounts (including any proceeds of the Notes) and (ii) without double counting, all monies which are to be credited, in accordance with the terms of the Transaction Documents, to the Issuer Transaction Accounts; and

(b) any funds available to be called under the New VM Financing Facility Agreement (provided that prior to the Maturity Date or an early redemption of the Notes in accordance with Condition 6 (*Redemption, Purchase and Cancellation; Approved Exchange Offer*), funds called under the Interest Facility shall only be applied towards payment of interest on the Notes);

"**Issuer Collection Account**" means the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank into which the Issuer will receive payments on Assigned Receivables and amounts under the New VM Financing Facility Agreement (with any such payments being immediately credited to the Interest Proceeds Account or the Principal Proceeds Account, as applicable);

"**Issuer Event of Default**" has the meaning ascribed thereto in Condition 10(b) (*Issuer Events of Default—Events*);

"**Issuer Profit**" means the payment on the Issue Date into the Issuer Profit Account of (i) £3,000 as a fee for entering into the Original Transaction and the Transactions (as defined in the Trust Deed) and (ii) an arrangement fee of £100 pursuant to the Expenses Agreement;

"**Issuer Profit Account**" means the bank account in the name of the Issuer and into which the Issuer Profit is paid;

"**Issuer Security**" means the security interests created under the Notes Security Documents;

"**Issuer Transaction Accounts**" means the Issuer Collection Account, the Interest Proceeds Account and the Principal Proceeds Account;

a "**law**" shall be construed as any law (including common or customary law), statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court;

"**Margin Amendments**" means any amendments, modifications, supplements or waivers to the Framework Assignment Agreement, any Assignment Framework Note and any other Transaction Document (as applicable), which have the effect of changing the Platform Provider Processing Fee, the Margin, the Funding Rate and/or the Applied Discount (each as defined in the Framework Assignment Agreement and/or the APMSA, as applicable);

"**Maturity Date**" means (i) initially, July 15, 2028 and (ii) following an Accelerated Maturity Event, the New Maturity Date;

"**Net Amount**" means, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the amount to be paid to the relevant Supplier for such Approved Platform Receivable which amount will be specified in the Electronic Data File in respect of such Approved Platform Receivable in accordance with the APMSA. Such Net Amount is intended to be equal to the original face value of the invoice owed to the Supplier less any Credit Notes which are to be applied;

"**New Maturity Date**" means the date that is one Business Day following the VM Change of Control Prepayment Date;

"**New VM Financing Facility**" means the Excess Cash Facility, the Interest Facility and the Issue Date Facility;

"**New VM Financing Facility Agreement**" means the facility agreement entered into on the Issue Date between, *inter alios*, VMIH as borrower and the Issuer as lender;

"**New VM Financing Facility Borrower**" means Virgin Media Investment Holdings Limited, a limited liability company organized and existing under the laws of England and Wales whose registered office is at 500 Brook Drive, Reading, RG2 6UU, United Kingdom, in its capacity as the borrower under the New VM Financing Facility Agreement;

"**New VM Financing Facility Guarantors**" means the Subsidiary Obligors, each in their capacity as guarantor under the New VM Financing Facility Agreement;

"**Note Acceleration Notice**" has the meaning ascribed thereto in Condition 10 (*Issuer Events of Default*);

"**Notes**" shall, unless the context otherwise requires, be construed to mean all of the Notes and any Further Notes issued pursuant to Condition 20 (*Issue of Further Notes*) other than:

(a) those which have been redeemed in full in accordance with the Conditions;

(b) those in respect of which the date for redemption in accordance with the Conditions has occurred and for which the redemption monies (including all interest and other amounts (if any) accrued thereon to such date for redemption) have been duly paid to the Paying Agent or the Notes Trustee in accordance with the Agency and Account Bank Agreement (and, where appropriate, notice to that effect has been given to the Noteholders in accordance with Condition 19 (*Notices and Information*)) and remain available for payment in accordance with the Conditions;

(c) those which have become void under Condition 8 (*Prescription*);

(d) those mutilated or defaced Notes which have been surrendered or cancelled and in respect of which replacement Notes have been issued pursuant to Condition 18 (*Replacement of Notes*); and

(e) (for the purpose only of ascertaining how many Notes are outstanding and without prejudice to their status for any other purpose) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacements have been issued pursuant to Condition 18 (*Replacement of Notes*);

"**Notes Collateral**" has the meaning assigned to such term in Condition 3(d) (*Status, Priority and Security—Security*);

"**Notes Secured Obligations**" means the aggregate of all monies and other liabilities for the time being due or owing by the Issuer to the Secured Parties under or pursuant to the Trust Deed (including these Conditions), the Notes, the Agency and Account Bank Agreement and the other Notes Security Documents;

"**Notes Security Documents**" means the documents evidencing the security interests granted over the Notes Collateral (including, without limitation, the Trust Deed) and any other agreement or instrument from time to time governing a grant of a security interest permitted under the Trust Deed or the provisions of these Conditions to secure, *inter alia*, the obligations under the Notes;

"**Obligor**" means, with respect to each VM Account Receivable, any person (other than the Excluded Buyer) who owes a payment obligation in respect of such VM Account Receivable or any payment

undertaking related to such VM Account Receivable to the Platform Provider or the Issuer pursuant to the Framework Assignment Agreement or the APMSA, in any case, related to such VM Account Receivable, whether such obligation forms the whole or any part of such VM Account Receivable. On the Issue Date, the Obligors will be VMIH, together with each of Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited;

"**Obligor Enforcement Notification**" means a notice informing an Obligor of an Assignment pursuant to the Framework Assignment Agreement;

"**Obligors' Parent**" means VMIH in its capacity, under the Framework Assignment Agreement and the Accounts Payable Management Services Agreement, as parent of the Subsidiary Obligors;

"**Offering Circular**" means the Offering Circular published in connection with the Notes dated June 10, 2020;

"**Officer**" of any person means the chairman of the board of directors, the chief executive officer, the chief financial officer, any director, any managing director, the treasurer, any assistant treasurer, the secretary, any assistant secretary, or any authorized signatory of such person;

"**Officer's Certificate**" means a certificate signed by one or more Officers;

"**Original Framework Assignment Agreement**" means the framework assignment agreement dated on or about the Issue Date between, *inter alios*, the Issuer, the Platform Provider and VMIH;

"**Payment Obligation**" means an independent and primary obligation of each Obligor on a joint and several basis to pay to the Relevant Recipient the Certified Amount on the Confirmed Payment Date under the APMSA;

"**Permitted Encumbrances**" means:

(a) Encumbrances for taxes on the assets of the Issuer if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; provided that any reserve or other appropriate provision that shall be required in conformity with Irish GAAP as it applied for a period of account ending on December 31, 2004 (or other applicable accounting standard if the Issuer so elects) shall have been made therefor;

(b) Encumbrances created for the benefit of (or to secure) the Notes, including any Further Notes (including any Encumbrances granted pursuant to the Notes Security Documents);

(c) Encumbrances granted to the Notes Trustee or the Security Trustee for their compensation and indemnities pursuant to the Trust Deed; and

(d) Encumbrances with respect to bankers' liens, rights of set-off or similar rights or remedies in respect of cash maintained in bank accounts or certificates of deposit;

a "**person**" or "**Person**" means, any individual, firm, company, corporation, government, state or agency of a state or any association or partnership, limited liability company, trustee or statutory business trust (whether or not having separate legal personality) of two or more of the foregoing;

"**Platform Provider**" means (i) initially, ING Bank N.V., in its capacity as provider and the administrator of the SCF Platform, together with its successors and permitted assigns; (ii) following an SCF Platform Addition, ING Bank N.V. (together with its successors and permitted assigns) and any additional provider and administrator of an additional SCF Platform approved or appointed by VMIH or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns); and (iii) following an SCF Platform Replacement, the successor provider and administrator of the replacement SCF Platform approved or appointed by VMIH or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns);

"**Potential Event of Default**" means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition would constitute an Issuer Event of Default;

"**Principal Proceeds Account**" means the account in the name of the Issuer, the details of which are set forth in the Agency and Account Bank Agreement, held with the Account Bank through which the Issuer will finance its periodic purchases of VM Accounts Receivable available through the SCF Platform and the ultimate repayment of principal on the Notes;

"**Priorities of Payments**" refers to the Pre-Enforcement Priority of Payments as set out in Condition 3(e) (*Status, Priority and Security—Pre-Enforcement Priority of Payments*) and/or the Post-Enforcement Priority of Payments as set out in Condition 3(f) (*Status, Priority and Security—Post-Enforcement Priority of Payments*), as the context may require;

"**Purchase Price Amount**" has the meaning assigned above under "*—Overview of the Structure of the Offering of the Additional Notes*";

"**QIB**" means a "qualified institutional buyer" as defined in Rule 144A;

"**Qualified Purchaser**" means a "qualified purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act and Rules 2a51-1, 2a51-2 and 2a51-3 under the Investment Company Act;

"**Quarterly Portfolio Reports**" mean the reports relating to the Assigned Receivables and outstanding loans under the New VM Financing Facility, prepared by the Administrator pursuant to paragraph (v)(B) of Part A of Schedule 3 (General Duties of the Administrator) of the Agency and Account Bank Agreement;

"**Recast E.U. Insolvency Regulations**" means Council Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast);

"**Receivable**" means an amount of money payable by an Obligor to a Supplier as a result of an existing business relationship, evidenced by an invoice and includes all rights attaching thereto under the relevant contract to which such invoice relates;

"**Receiver**" means a receiver, administrative receiver, trustee, administrator, custodian, conservator, liquidator, examiner, curator or other similar official (other than any party, including without limitation the Notes Trustee, the Security Trustee and the Administrator, appointed or otherwise acting pursuant to or in connection with the Trust Deed, the other Notes Security Documents, the Notes and the Agency and Account Bank Agreement);

"**Record Date**" means, with respect to any payments to Noteholders in respect of the Notes (i) with respect to the Global Notes, the close of business (in the relevant clearing system) on the Clearing System Business Day immediately before the due date for such payment, where "**Clearing System Business Day**" means a day on which each of the clearing systems for which the Global Note is being held is open for business, or (ii) with respect to any Definitive Notes which have been issued, to the Noteholders of record of the Notes on the immediately preceding January 1 and July 1;

"**Register**" means the register kept at the office of the Registrar in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Notes and the registration of transfers and exchanges of Notes;

"**Regulation S**" means Regulation S promulgated under the Securities Act;

"**Relevant Date**" means, for the purposes of Condition 8 (*Prescription*), in respect of any payment in relation to the Notes, whichever is the later of:

(a) the date on which the payment in question first becomes due; and

(b) if the full amount payable has not been received by the Paying Agent or the Notes Trustee on or prior to that date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders in accordance with Condition 19 (*Notices and Information*);

"**Relevant Recipient**" means, with respect to a Payment Obligation:

(a) the Platform Provider; or

(b) following a transfer of the Payment Obligation from the Platform Provider to a Transferee (as defined in the Accounts Payable Management Services Agreement) or from one Transferee to another Transferee, the Transferee to whom the Payment Obligation has most recently been transferred;

"**repay**", "**redeem**" and "**pay**" shall each include both of the others and "**repayable**", "**repayment**" and "**repaid**" and "**redeemable**", "**redemption**" and "**redeemed**" and "**payable**", "**payment**" and "**paid**" shall be construed accordingly;

"**Rule 144A**" means Rule 144A promulgated under the Securities Act;

"**SCF Platform**" means the electronic supply chain financing systems, managed by the Platform Provider and administered under the terms of the APMSA, to facilitate receivables financing provided by the Platform Provider and other participating funding providers, including the Issuer, and made available to

VMIH and certain of its subsidiaries (including the Subsidiary Obligors), together with any additional system approved by VMIH or a Subsidiary Obligor pursuant to an SCF Platform Addition and any replacement system approved by VMIH or a Subsidiary Obligor pursuant to an SCF Platform Replacement;

"**SCF Platform Addition**" means the addition of another system established and administered by an additional Platform Provider to facilitate receivables financing made available to VMIH and certain of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by VMIH or a Subsidiary Obligor;

"**SCF Platform Addition Documentation**" means the relevant additional Framework Assignment Agreement, together with any amendments, modifications, supplements or additions to any Transaction Document as is reasonably required (in the determination of VMIH) to implement an SCF Platform Addition;

"**SCF Platform Replacement**" means the replacement of the then-current SCF Platform with another online system established and administered by a successor Platform Provider to facilitate receivables financing made available to VMIH and certain of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by VMIH or a Subsidiary Obligor;

"**SCF Platform Website**" means https://www.ingscfplatform.com/ or such other website address as may be notified by the Platform Provider from time to time;

"**SCF Transfer**" means, in respect of a Receivable that has been given the status "approved" by or on behalf of the relevant Obligor in an Electronic Data File posted to the SCF Platform, the transfer and/or acquisition, or deemed transfer and/or acquisition, of all rights, interests and benefit of such Receivable and any related rights from the relevant Supplier to or by the Platform Provider by way of assignment, subrogation or otherwise upon payment of the Net Amount for such Receivable by the Platform Provider to the relevant Supplier pursuant to the terms of the APMSA;

"**Secured Parties**" means each of the following (here stated in no order of priority):

(a) the Security Trustee and any Receiver, manager or other Appointee appointed under the Trust Deed or any Notes Security Document;

(b) the Notes Trustee and any Appointee of the Notes Trustee, the Noteholders and the Agents under the Trust Deed (including these Conditions), the Notes, and the Agency and Account Bank Agreement; and

(c) any other person who accedes as a beneficiary of the Notes Security Documents;

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

"**Securitisation Regulation**" means any regulation of the European Union and/or the United Kingdom related to simple, transparent and standardised securitisation including any implementing regulations, technical standards and official guidance related thereto;

a "**subsidiary**" of a company or corporation shall be construed as a reference to any company or corporation (A) which is controlled, directly or indirectly, by the first-mentioned company or corporation; or (B) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or (C) which is a subsidiary of another subsidiary of the first-mentioned company or corporation and for these purposes a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"**Subsidiary Obligors**" means Virgin Media Limited, a private limited company incorporated under the laws of England and Wales with registered number 02591237 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Mobile Telecoms Limited, a private limited company incorporated under the laws of England and Wales with registered number 03707664 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Media Senior Investments Limited, a private limited company incorporated under the laws of England and Wales with registered number 10362628 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; and any additional "Buyer Subsidiary" (as defined in the Accounts Payable Management Services Agreement) that accedes to the Accounts Payable Management Services Agreement in accordance with its terms, each in its capacity as a Subsidiary Obligor under the Accounts Payable Management Services Agreement, other than the Excluded Buyer (in accordance with the Framework Assignment Agreement);

"**Supplier**" means:

(a) the suppliers accepted by the Platform Provider and which are listed in Part A of Schedule 2 to the APMSA (as may be updated or supplemented by the Platform Provider from time to time when any changes to the details set out therein occurs including for the addition of any Additional Suppliers);

(b) any supplier proposed by the Obligors' Parent to the Platform Provider as a supplier and meeting the eligibility criteria set out in Part B of Schedule 2 to the APMSA; and

(c) following an SCF Platform Replacement or SCF Platform Addition, any supplier whose invoices are permitted to be settled under or pursuant to such replacement or additional SCF Platform;

"**tax**" means any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of any jurisdiction or any sub-division of it or by any authority in it having power to tax, and taxes, taxation, taxable and comparable expressions shall be construed accordingly;

"**Tax Event**" means the occurrence of any of the following events by reason of a change in tax law (or in the application or official interpretation of any tax law) that becomes effective after the Issue Date:

(a) the Issuer would on the next Interest Payment Date be required to deduct or withhold from any payment of principal, interest or other amounts (if any) on the Notes any amount for or on account of any present or future taxes imposed, levied, collected, withheld or assessed by the jurisdiction of tax residency of the Issuer or any political subdivision thereof or any authority thereof or therein and would be required to make an additional payment in respect thereof pursuant to Condition 9(a) (*Taxation—Gross Up for Deduction or Withholding*); or

(b) any amounts payable by the Borrower or any member of the VM Group to the Issuer under the New VM Financing Facility Agreement or in respect of the funding costs of the Issuer cease to be receivable in full or the Borrower or any member of the VM Group incurs increased costs thereunder;

"**Transaction Documents**" means the Notes, the Trust Deed (including, for the avoidance of doubt, these Conditions and Schedules thereto), the New VM Financing Facility Agreement (and the other finance documents related thereto), the Expenses Agreement, the Issue Date Arrangements Agreement and any additional issue date arrangements or agreements entered into in connection with the issuance of Further Notes, the Accounts Payable Management Services Agreement, the Framework Assignment Agreement (and each Assignment Framework Note delivered in accordance with the terms thereof), together with the Agency and Account Bank Agreement, and the Corporate Administration Agreement and each, a "**Transaction Document**";

"**Transactions**" means the issuance of the Notes offered hereby, the application of the proceeds of the Notes as described in the Offering Circular (including the purchase of VM Accounts Receivable pursuant to the Framework Assignment Agreement and the funding of the New VM Financing Facility Loans pursuant to the New VM Financing Facility Agreement), the making or receiving of payments under the New VM Financing Facility Agreement, the entry into the Transaction Documents and the Issuer's performance of its obligations thereunder, as further described in the Offering Circular;

"**VM Account Receivable**" means, collectively, a Payment Obligation which has arisen under the Accounts Payable Management Services Agreement in favour of the Platform Provider and any Receivable relating thereto, solely to the extent that such Receivable has been acquired by the Platform Provider;

"**VM Change of Control Event**" has the meaning assigned to the term "Change of Control" in the New VM Financing Facility Agreement;

"**VM Change of Control Prepayment Date**" has the meaning given to the term "Change of Control Prepayment Date" in the New VM Financing Facility Agreement;

"**VM Change of Control Prepayment Offer**" has the meaning assigned to the term "Change of Control Prepayment Offer" in the New VM Financing Facility Agreement;

"**VM Event of Default**" means an "Event of Default" as defined in the New VM Financing Facility Agreement;

"**VM Group**" means VMIH together with any of its subsidiaries from time to time; and

"**VMIH**" means Virgin Media Investment Holdings Limited and any and all successors thereto.

Singular and Plural

(a) Unless the context otherwise requires:

(i) words denoting the singular number only include the plural number also and vice versa;

(ii) a defined term in the plural which refers to a number of different items or matters may be used in the singular or plural to refer to any (or any set) of those items or matters, as the context requires;

(iii) words denoting one gender only include the other genders; and

(iv) words denoting persons only include firms, corporations and other organised entities, whether separate legal entities or otherwise, and vice versa.

Agreements and Statutes

(b) Unless the context otherwise requires, any reference in these Conditions to:

(i) the Trust Deed, the Agency and Account Bank Agreement, any other Transaction Document or any other agreement, deed or document shall be construed as a reference to the relevant agreement, deed or document as the same may have been, or may from time to time be, replaced, extended, amended, varied, novated, supplemented or superseded in accordance with its terms and includes any agreement, deed or document expressed to be supplemental to it, as from time to time so extended, amended, varied or novated; and

(ii) any statutory provision or legislative enactment shall be deemed also to refer to any re-enactment, modification or replacement thereof and any statutory instrument, order or regulation made thereunder or under any such re-enactment.

Overview of the Structure of the Offering of the Additional Notes

(c) The section entitled "*Overview of the Structure of the Offering of the Additional Notes*" contains a description of the Original Transaction and the Transactions as of the Issue Date and does not purport to account for all relevant transactions (including, without limitation, one or more issuances of Further Notes) which might occur after the Issue Date. In the event of a conflict in these Conditions between the definitions set forth in the section entitled "*Overview of the Structure of the Offering of the Additional Notes*" and the definitions set forth in Condition 1(a) ("*Definitions and Principles of Construction—General Interpretation*"), the latter shall prevail.

2. Form, Denomination and Title

Form and Registration

(a) The Notes will be sold only (i) to non-U.S. persons outside the United States in offshore transactions in reliance on Regulation S under the Securities Act or (ii) in the United States to persons that are (x) QIBs and (y) also Qualified Purchasers. Each note sold to a person that, at the time of the acquisition, purported acquisition or proposed acquisition of any such Note, is both a QIB and a Qualified Purchaser will be issued in the form of one or more permanent global notes in definitive, fully registered form without interest coupons (the "**Rule 144A Global Notes**"). The Notes sold to non-U.S. persons in offshore transactions in reliance on Regulation S will be issued in the form of one or more permanent global notes in definitive, fully registered form without interest coupons (the "**Regulation S Global Notes**"). The Rule 144A Global Notes and the Regulation S Global Notes are referred to herein collectively as the "**Global Notes**".

(b) Each initial investor in the Notes and subsequent transferee of an interest in a Global Note (except, in the case of the initial purchasers of the Notes, as may be expressly agreed in writing between such initial purchaser and the Issuer) will be deemed to represent, among other matters, as to its status under the Securities Act, the Investment Company Act and ERISA, as applicable.

(c) As used herein, "**U.S. person**" shall have the meanings assigned to such term in Regulation S. The term "**offshore transaction**" shall have the meaning assigned to such term in Regulation S.

(d) The Global Notes will be deposited with the common depository for the respective accounts of Euroclear and Clearstream and registered in the name of a nominee of the common depository.

(e) A beneficial interest in a Regulation S Global Note may be transferred to a person who takes delivery in the form of an interest in the corresponding Rule 144A Global Note only upon, in accordance with the

applicable procedures of the Clearing Systems, and receipt by the Transfer Agent of (i) a written certification from the transferor in the form required by the Trust Deed to the effect that such transfer is being made to a person whom the transferor reasonably believes is (x) a QIB in a transaction meeting the requirements of Rule 144A, and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction and (y) also a Qualified Purchaser, and (ii) a written certification from the transferee in the form required by the Trust Deed to the effect, among other things, that such transferee is (x) a QIB and (y) also a Qualified Purchaser. In accordance with the applicable procedures of the Clearing Systems, beneficial interests in a Rule 144A Global Note may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Note only upon receipt by the Transfer Agent of a written certification from the transferor in the form required by the Trust Deed to the effect that such transfer is being made in accordance with Regulation S and a written certification from the transferee in the form required by the Trust Deed to the effect, *inter alia*, that such transferee is a non-U.S. person purchasing such beneficial interest in such Regulation S Global Note in an offshore transaction pursuant to Regulation S. Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such Global Note, and become an interest in such other Global Note, and accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Notes for as long as it remains such an interest.

(f) The registered owner of the relevant Global Note will be the only person entitled to receive payments in respect of the Notes represented thereby, and the Issuer will be discharged by payment to the registered owner of such Global Note or in respect of each amount so paid. No person other than the registered owner of the relevant Global Note will have any claim against the Issuer in respect of any payment due on that Global Note.

(g) Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to have Notes registered in their names, will not receive or be entitled to receive definitive physical Notes, and will not be considered "holders" of Notes under the Trust Deed or the Notes. If Euroclear or Clearstream notifies the Issuer that it is unwilling or unable to continue as depository for Global Notes and a successor depository or custodian is not appointed by the Issuer within 120 days after receiving such notice, the Issuer will issue or cause to be issued, Notes in the form of definitive physical certificates in exchange for the applicable Global Notes to the beneficial owners of such Global Notes in the manner set forth in the Trust Deed. In addition, the owner of a beneficial interest in a Global Note will be entitled to receive a definitive physical Note in exchange for such interest if Euroclear and/or Clearstream so request following an Issuer Event of Default which is continuing, or if the holder of a beneficial interest in a Global Note requests such exchange in writing delivered through Euroclear and/or Clearstream or to the Issuer following an Issuer Event of Default which is continuing. Additionally, the Issuer, may, at its option, notify the Notes Trustee in writing that it elects to exchange in whole, but not in part, the Global Note for a definitive physical Note. In the event that definitive physical certificates are not so issued by the Issuer to such beneficial owners of interests in Global Notes, the Issuer expressly acknowledges that such beneficial owners shall be entitled to pursue any remedy that the holders of a Global Note would be entitled to pursue in accordance with the Trust Deed (but only to the extent of such beneficial owner's interest in the Global Note) as if definitive physical Notes had been issued; *provided that* the Notes Trustee shall be entitled to rely, absolutely and without further enquiry, upon any certificate of ownership provided by such beneficial owners and/or other forms of reasonable evidence of such ownership. In the event that definitive physical Notes are issued in exchange for Global Notes as described above, the applicable Global Note will be surrendered to the Registrar by Euroclear or Clearstream and the Issuer will execute and the Registrar will authenticate and deliver an equal aggregate outstanding principal amount of definitive physical Notes.

(h) The Notes will be subject to certain restrictions on transfer set forth therein and in the Trust Deed and the Notes will bear the restrictive legend set forth under "*Transfer Restrictions*".

3. Status, Priority and Security

Status and Relationship between the Notes

(a) The Notes constitute direct and, upon issue, unconditional obligations of the Issuer subject to the Trust Deed and these Conditions and are secured by the Issuer Security over the Notes Collateral. The Notes are the obligations solely of the Issuer and not obligations of, or guaranteed by, any of the other parties to the Transaction Documents. The Notes rank pari passu without preference or priority among themselves. Certain other obligations of the Issuer rank in priority to the Notes in accordance with the Priorities of Payments set out in this Condition 3 (*Status, Priority and Security*).

Conflicts of Interest

(b) In relation to the exercise or performance by it of each of its trusts, powers, authorities, duties, discretions and obligations under or in connection with the Trust Deed and each of the other Transaction Documents or conferred upon it by operation of law, the Notes Trustee shall not have regard to the circumstances of individual Noteholders (and in particular the place where they are domiciled or resident for any purpose) and no Noteholder shall have any right to be compensated by the Issuer or any other person for the tax or other consequences for it individually of any such exercise or performance.

(c) The Trust Deed and other Notes Security Documents contain provisions requiring the Security Trustee to have regard solely to the interests of the Secured Parties as regards the exercise and performance of all its powers, trusts, agency, authorities, duties and discretions in respect of the Notes Collateral, the Notes Security Documents or any other Transaction Document the rights and benefits of which are comprised in the Notes Collateral.

Security

(d) As security for the payment or discharge of the Notes Secured Obligations, to the extent permitted under applicable law, the Issuer has created the following security pursuant to the Notes Security Documents:

(i) a first fixed charge over its rights, title, benefit and interest in, to and under the Assigned Receivables;

(ii) an assignment by way of security over its rights under all contracts, agreements, deeds and documents to which it is or may become a party or in respect of which it has or may have any right, title, benefit or interest (including, without limitation, the New VM Financing Facility Agreement, the Expenses Agreement, the Framework Assignment Agreement and the Issue Date Arrangements Agreement);

(iii) a first fixed charge over its rights to all amounts at any time standing to the credit of the Issuer Transaction Accounts; and

(iv) a first floating charge over all the present and future property, assets and undertaking of the Issuer not subject to the fixed charges or assignments by way of security described above,

the assets in (i) through (iv) above collectively, but excluding the Irish Excluded Assets, the "**Notes Collateral**".

Pre-Enforcement Priority of Payments

(e) Until the Security Trustee serves an Enforcement Notice on the Issuer, the Administrator shall, on behalf of the Issuer, apply Issuer Available Funds in accordance with the Agency and Account Bank Agreement and the other Transaction Documents.

Post-Enforcement Priority of Payments

(f) After the Security Trustee serves an Enforcement Notice on the Issuer, all monies subsequently received by the Issuer or the Security Trustee in respect of the Assigned Receivables, and any other Notes Collateral, shall be credited to the relevant Issuer Transaction Account and shall be applied by the Security Trustee in or towards satisfaction of the Notes Secured Obligations in each case with interest and any value added tax payable thereon (if applicable) as provided for in the relevant Transaction Document in the following order of priority (the "**Post-Enforcement Priority of Payments**") (and in each case only if and to the extent that payments or provisions of a higher priority, if any, have been made in full):

(i) *first,* in or towards satisfaction, on a *pro rata* and *pari passu* basis, of (A) the fees or other remuneration and indemnity payments (if any) then payable to any Receiver and any costs, charges, liabilities and expenses incurred by it, (B) the fees or other remuneration and indemnity payments (if any) payable to the Notes Trustee and any Appointee of the Notes Trustee and any costs, charges, liabilities and expenses incurred by it for which it is entitled to be reimbursed or indemnified under the Transaction Documents and (C) the fees or other remuneration and indemnity payments (if any) payable to the Security Trustee and any Appointee of the Security Trustee and any costs, charges, liabilities and expenses incurred by it for which it is entitled to be reimbursed or indemnified under the Trust Deed or the other Transaction Documents;

(ii) *second,* in or towards satisfaction, on a *pro rata* and *pari passu* basis of the fees or other remuneration and indemnity payments (if any) then due and payable to (A) the relevant Agents under the Agency and Account Bank Agreement, and (B) the Corporate Servicer under the Corporate Administration Agreement, in each case, including any costs, charges, liabilities and expenses incurred by it;

(iii) *third*, in or towards satisfaction, on a *pro rata* and *pari passu* basis, according to the respective amounts due, of the fees then due and payable to (i) the Issuer's independent auditors in connection with the services provided to it by such auditors and (ii) the Issuer's other advisors, including legal and tax advisors in connection with the services provided to it by such advisors;

(iv) *fourth,* in or towards satisfaction, on a *pro rata* and *pari passu* basis, according to the respective amounts due, of all interest and all amounts of principal due and payable in respect of the Notes;

(v) *fifth*, to the extent not paid or provided for under paragraphs (i) to (iii) (inclusive), in or towards satisfaction, on a *pro rata* and *pari passu* basis, according to the respective amounts due, of any amounts due and payable pursuant to and in accordance with any Transaction Document (other than to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement); and

(vi) *sixth*, any surplus to the Issuer (or to the New VM Financing Facility Borrower, on behalf of the Issuer, in accordance with the New VM Financing Facility Agreement).

4. Covenants

The Issuer has given certain covenants to the Notes Trustee and the Security Trustee pursuant to the Trust Deed. In particular, except with the prior written consent of the Notes Trustee and the Security Trustee or as expressly provided in these Conditions or any of the other Transaction Documents, the Issuer shall not, so long as any Note remains outstanding:

Negative Pledge

(a) create or permit to subsist any security interest over the whole or any part of its present or future assets, revenues or undertaking, except for Permitted Encumbrances;

Restrictions on Activities

(b) carry on any business other than as contemplated by the Transaction Documents and, in respect of that business, shall not engage in any activity or do anything whatsoever except that the Issuer shall be entitled to:

(i) enter into the Transaction Documents to which it is a party and preserve, exercise and/or enforce any of its rights and perform and observe its obligations under and pursuant to the Transaction Documents to which it is a party and under any modifications, supplements or additions thereto;

(ii) engage in activities relating to the offering, sale and issuance of the Notes (including any Further Notes) and the lending or otherwise advancing the proceeds thereof, or proceeds received pursuant to the Issue Date Arrangements Agreement, to the VM Group and any other activities in connection therewith;

(iii) engage in those activities undertaken as investments in the loans under the New VM Financing Facility Agreement or cash and cash equivalents for purposes of assuring the servicing or timely distribution of proceeds to Noteholders or related or incidental to purchasing or otherwise acquiring or holding Assigned Receivables or loans under the New VM Financing Facility Agreement;

(iv) perform any act, incidental to or necessary in connection with any of the above; and

(v) engage in those activities directly related or incidental to its continued existence and proper management; *provided, however*, that the Issuer shall not hold any assets other than Assigned Receivables, loans under the New VM Financing Facility Agreement or cash or cash equivalents for the purposes described in (iii) above;

Enforceability of the Notes Security Documents

(c) take any steps as a result of which the validity or effectiveness or enforceability of the Notes Security Documents shall be affected or otherwise impaired in any material respect or the priority of the security given under or pursuant to the Notes Security Documents shall be amended, terminated, postponed or discharged, except (i) for Permitted Encumbrances, (ii) at redemption or satisfaction and discharge of the Notes in accordance with the provisions of these Conditions and the Trust Deed or (iii) as otherwise expressly permitted by the provisions of these Conditions, the Trust Deed and the other Notes Security Documents;

Disposal of Assets

(d) dispose of the Notes Collateral or any part thereof without the consent of the Notes Trustee or the Security Trustee, as applicable, except (i) in connection with the incurrence of a Permitted Encumbrance, (ii) to facilitate or in connection with a Redemption Block Assignment (as defined below), or (iii) otherwise in accordance with the express provisions of these Conditions, the Trust Deed or any other Transaction Document to which it is a party; *provided*, for the avoidance of doubt, that the Notes Trustee or the Security Trustee, as applicable, may dispose of the Notes Collateral following the delivery of an Enforcement Notice in accordance with these Conditions and the Trust Deed;

Indebtedness

(e) create, incur or permit to subsist any indebtedness or give any guarantee or indemnity in respect of indebtedness or of any other obligation of any person, other than the Notes, Further Notes, or any obligation to make payments under the New VM Financing Facility Agreement;

Dividends, Distributions and Shares

(f) pay any dividend or make any other distribution to its shareholders or issue any further shares, other than to the Share Trustee on or prior to the date of the Trust Deed, or otherwise in accordance with the terms of the Transaction Documents to which the Issuer is party;

Subsidiaries, Employees and Premises

(g) have or form or cause to be formed, any subsidiaries or subsidiary undertakings of any other nature or have any employees or premises;

Merger

(h) amalgamate, consolidate or merge with any other person or transfer its assets, revenues or undertaking to any other person, except (i) in connection with the incurrence of a Permitted Encumbrance, (ii) pursuant to any Enforcement Actions following the delivery of an Enforcement Notice in accordance with these Conditions and the Trust Deed or (iii) otherwise in accordance with the express provisions of these Conditions, the Trust Deed or any other Transaction Document to which it is a party;

Bank Accounts

(i) have an interest in any bank account other than the Issuer Profit Account and the Issuer Transaction Accounts, unless that account or interest is charged to the Security Trustee on terms acceptable to the Security Trustee;

Separateness

(j) permit or consent to any of the following occurring:

(i) its books and records being maintained with or commingled with those of any other person or entity;

(ii) its bank accounts and the debts represented thereby being commingled with those of any other person or entity;

(iii) its assets or revenues being commingled with those of any other person or entity; or

(iv) its business being conducted other than in its own name,

and, in addition and without limitation to the above, the Issuer shall or shall procure that, with respect to itself:

(A) separate financial statements in relation to its financial affairs to be maintained; (B) all corporate formalities with respect to its affairs to be observed;

(B) separate stationery, invoices and cheques to be used; and

(C) it always holds itself out as a separate entity.

Tax Residence

(k) become tax resident in any country outside Ireland; and

(l) elect to be treated as other than a corporation for U.S. federal income tax purposes;

In addition, pursuant to the Trust Deed the Issuer has undertaken to the Security Trustee that:

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(m) it shall (i) maintain its registered office in the jurisdiction of its incorporation and (ii) maintain its "centre of main interests" for the purposes of the Recast E.U. Insolvency Regulations in Ireland; and

Establishment

(n) it shall not maintain an "establishment" (as that expression is used in the Recast E.U. Insolvency Regulations) in any jurisdiction other than Ireland.

5. Interest

Period of Accrual

(a) Interest on Notes will accrue from their applicable issue date. Interest will accrue: (i) in the case of the first interest period, in respect of the period commencing on (and including) the applicable issue date, and ending on (but excluding) the following Interest Payment Date, and (ii) in the case of each subsequent interest period, in respect of each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date (each such period, an "**Interest Period**"). Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

(b) The Notes shall cease to bear interest from and including the due date for redemption, unless, upon due presentation of the Notes to be redeemed, payment of the relevant amount of principal or any part of it is not made when due or is otherwise improperly withheld or refused. In that event, the Notes shall continue to bear interest in accordance with this Condition 5 (*Interest*) (both before and after judgment) until whichever is the earlier of (A) the day on which all sums due in respect of such Notes up to (but excluding) that day are received by or on behalf of the relevant Noteholder(s) and (B) the seventh day after the Trustee or the Paying Agent has notified the Noteholders in accordance with Condition 19 (*Notices and Information*) that such payment will be made in respect of all such Notes up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant Noteholders under these Conditions).

Interest Payment Dates and Interest Periods

(c) Interest on the Notes is payable semi-annually in arrears on each Interest Payment Date in respect of the Interest Period ending on (but excluding) that Interest Payment Date.

Rate of Interest

(d) Interest on the Notes will accrue at the rate of 4.875% per annum.

6. Redemption, Purchase and Cancellation; Approved Exchange Offer

Final Redemption

(a) Subject to Condition 6(m) (*Redemption, Purchase and Cancellation; Approved Exchange Offer—Limited Recourse*), unless previously redeemed in full and cancelled, the Notes will be redeemed at their principal amount on the Maturity Date (or, following the occurrence of an Accelerated Maturity Event, at the Accelerated Redemption Price on the New Maturity Date) together with interest and other amounts (if any) accrued to the initial Maturity Date or the New Maturity Date, as applicable. The date on which the Notes are redeemed in full may be earlier than the initial Maturity Date. The Issuer may not redeem any of the Notes in whole or in part prior to that date except as provided in this Condition 6 (*Redemption, Purchase and Cancellation; Approved Exchange Offer*), but without prejudice to Condition 8 (*Prescription*). At least two Business Days prior to the date of such final redemption of the Notes, any and all Assigned Receivables shall be repaid or prepaid by the Obligors or sold as part of a Redemption Block Assignment (as defined below).

Early Redemption: Tax Event

(b) The Issuer will give notice to the New VM Financing Facility Borrower in the event that a Tax Event has occurred or will occur and despite using all reasonable endeavours to mitigate the effects of the occurrence of such Tax Event, it has been unable to do so. In the event that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer pursuant to Clause 7.2(a) (*Voluntary Prepayment*) of the New VM Financing Facility Agreement, the Issuer will redeem all, but not some only, of the Notes specified in the notice referred to in paragraph (i) below at the principal amount of such Notes together with interest and other amounts (including Additional Amounts), if any, accrued to the applicable redemption date;

provided in all cases that:

(i) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(ii) any and all Assigned Receivables are repaid or prepaid by the Obligors prior to the date of such redemption, or to the extent any Assigned Receivables will not be repaid or prepaid by the Obligors prior to the date of such redemption (the "**Remaining Assigned Receivables**"), the Issuer shall have assigned or agreed to assign (the "**Redemption Block Assignment**") its right, title and interest in the Remaining Assigned Receivables to any person (which, for the avoidance of doubt, can be a special purpose vehicle) and the Issuer shall have received payment for the Redemption Block Assignment of the Remaining Assigned Receivables prior to the date of such redemption;

(iii) all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of such redemption; and

(iv) before giving the notice referred to in paragraph (i) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, the funds (the "**Tax Event Sufficient Funds**") required to discharge in full all amounts payable to the Noteholders on redemption of the Notes. For the avoidance of doubt, the Tax Event Sufficient Funds may include amounts to be repaid or prepaid under (ii) and (iii) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

Early Redemption: Illegality

(c) The Issuer will redeem all, but not some only, of the Notes specified in the notice referred to in paragraph (i) below at the principal amount of such Notes together with interest and other amounts (including Additional Amounts), if any, accrued to the applicable redemption date if at any time it becomes unlawful in any applicable jurisdiction for the Issuer to be a lender or to perform any of its obligations under the New VM Financing Facility Agreement, *provided that*:

(i) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(ii) any and all Assigned Receivables are repaid or prepaid by the relevant Obligors prior to the date of such redemption, or to the extent there are or will be Remaining Assigned Receivables prior to the date of redemption, the Issuer shall have completed or agreed to complete a Redemption Block Assignment of its right, title and interest in the Remaining Assigned Receivables to any person (which, for the avoidance of doubt, can be a special purpose vehicle) and the Issuer shall have received payment for the Redemption Block Assignment of the Remaining Assigned Receivables prior to the date of such redemption;

(iii) all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of such redemption; and

(iv) before giving the notice referred to in paragraph (i) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, the funds required (the "**Illegality Sufficient Funds**") to discharge in full all amounts payable to the Noteholders on redemption of the Notes. For the avoidance of doubt, the Illegality Sufficient Funds may include amounts to be repaid or prepaid under (ii) and (iii) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

Early Make-Whole Redemption Event

(d) (i) In the event that all or any portion of amounts lent to the New VM Financing Facility Borrower under the Excess Cash Facility are repaid to the Issuer at any time prior to July 15, 2023 pursuant to Clause 7.2(d) (*Voluntary Prepayment*) of the New VM Financing Facility Agreement (the "**Early Partial Make-Whole Redemption Event**"), the Issuer will redeem an aggregate principal amount of the Notes equal to the principal amount of the Excess Cash Facility prepaid in such Early Partial Make-Whole Redemption Event at the principal amount of such Notes *plus* the Applicable Premium, together with interest and other amounts (including Additional Amounts), if any, accrued, to the applicable redemption date, *provided that*:

(A) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(B) all amounts lent to the New VM Financing Facility Borrower under the Excess Cash Facility that are to be repaid or all amounts that are to be paid to the Issuer in connection with such Early Partial Make-Whole Redemption Event are so repaid or paid to the Issuer prior to the date of such redemption; and

(C) before giving the notice referred to in paragraph (A) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, the funds required (the "**Make-Whole Sufficient Funds**") to discharge in full all amounts payable to the Noteholders on redemption of such Notes. For the avoidance of doubt, the Make-Whole Sufficient Funds may include amounts to be paid under (B) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

(ii) In the event that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer at any time prior to July 15, 2023 pursuant to Clause 7.2(b) (*Voluntary Prepayment*) of the New VM Financing Facility Agreement, the Issuer will redeem all, but not some only, of the Notes, at the principal amount of such Notes *plus* the Applicable Premium, together with interest and other amounts (including Additional Amounts), if any, accrued, to the applicable redemption date, *provided that*:

(A) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(B) any and all Assigned Receivables are repaid or prepaid by the relevant Obligors prior to the date of such redemption, or to the extent there are or will be Remaining Assigned Receivables prior to the date of redemption, the Issuer shall have completed or agreed to complete a Redemption Block Assignment of its right, title and interest in the Remaining Assigned Receivables to any person (which, for the avoidance of doubt, can be a special purpose vehicle) and the Issuer shall have received payment for the Redemption Block Assignment of the Remaining Assigned Receivables prior to the date of such redemption;

(C) all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of such redemption; and

(D) before giving the notice referred to in paragraph (A) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, the Make-Whole Sufficient Funds to discharge in full all amounts payable to the Noteholders on redemption of the Notes. For the avoidance of doubt, the Make-Whole Sufficient Funds may include amounts to be repaid or prepaid under (B) and (C) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

Early Redemption Event on or after July 15, 2023

(e) (i) In the event that all or any portion of amounts lent to the New VM Financing Facility Borrower under the Excess Cash Facility are repaid to the Issuer at any time on or after July 15, 2023 pursuant to Clause 7.2(d) (*Voluntary Prepayment*) of the New VM Financing Facility Agreement (the "**Early Partial Redemption Event**"), the Issuer will redeem an aggregate principal amount of the Notes equal to the principal amount of the Excess Cash Facility prepaid in such Early Partial Redemption Event at the following redemption prices (expressed as a percentage of the principal amount of such Notes), together with interest and other amounts

(including Additional Amounts), if any, accrued, to the applicable redemption date, if redeemed during the twelve month period commencing on July 15 of the years set out below:

	Redemption Price
2023	102.438%
2024	101.219%
2025 and thereafter	100.000%

provided that:

(A) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(B) all amounts lent to the New VM Financing Facility Borrower under the Excess Cash Facility that are to be repaid or all amounts that are to be paid to the Issuer in connection with such Early Partial Redemption Event are so repaid or paid to the Issuer prior to the date of such redemption; and

(C) before giving the notice referred to in paragraph (A) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, Callable Period Sufficient Funds to discharge in full all amounts payable to the Noteholders on redemption of the Notes. For the avoidance of doubt, the Callable Period Sufficient Funds may include amounts to be paid under (B) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

(ii) In the event that all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer at any time on or after July 15, 2023 pursuant to Clause 7.2(b) (*Voluntary Prepayment*) of the New VM Financing Facility Agreement, the Issuer will redeem all, but not some only, of the Notes, at the following redemption prices (expressed as a percentage of the principal amount of such Notes), together with interest and other amounts (including Additional Amounts), if any, accrued, to the applicable redemption date, if redeemed during the twelve month period commencing on July 15 of the years set out below:

	Redemption Price
2023	102.438%
2024	101.219%
2025 and thereafter	100.000%

provided that:

(A) the Issuer has given not more than 60 nor less than 10 days' notice of redemption to the Notes Trustee and the Noteholders in accordance with Condition 19 (*Notices and Information*);

(B) any and all Assigned Receivables are repaid or prepaid by the relevant Obligors prior to the date of such redemption, or to the extent there are or will be Remaining Assigned Receivables prior to the date of redemption, the Issuer shall have completed or agreed to complete a Redemption Block Assignment of its right, title and interest in the Remaining Assigned Receivables to any person (which, for the avoidance of doubt, can be a special purpose vehicle) and the Issuer shall have received payment for the Redemption Block Assignment of the Remaining Assigned Receivables prior to the date of such redemption;

(C) all amounts lent to the New VM Financing Facility Borrower under the New VM Financing Facility Agreement are repaid to the Issuer prior to the date of such redemption; and

(D) before giving the notice referred to in paragraph (A) above, the Issuer has delivered to the Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) to the effect that it will have available, not subject to the interest of any other person, the funds required (the "**Callable Period Sufficient Funds**") to discharge in full all amounts payable to the Noteholders on redemption of the Notes. For the avoidance of doubt, the Callable Period Sufficient Funds may include amounts to be repaid or prepaid under (B) and (C) above as well as any amounts due to the Issuer under the New VM Financing Facility Agreement and the Expenses Agreement.

Accelerated Maturity Event

(f) Within 15 days of receiving a VM Change of Control Prepayment Offer from the New VM Financing Facility Borrower under the New VM Financing Facility Agreement, the Issuer shall notify the Noteholders

in accordance with Condition 19 (*Notices and Information*) that a VM Change of Control Event has occurred or will occur under the New VM Financing Facility Agreement, and solicit the consent of the Noteholders (the "**Maturity Consent Solicitation**") to set (i) the Maturity Date of the Notes as the New Maturity Date and (ii) the redemption price of the Notes on the New Maturity Date at 101% of the principal amount of the Notes (the "**Accelerated Redemption Price**"), *plus* accrued and unpaid interest and Additional Amounts (if any), to the New Maturity Date.

(g) If Noteholders of more than 50% in the aggregate principal amount of the Notes consent to the terms set out in the Maturity Consent Solicitation (an "**Accelerated Maturity Event**"), the Issuer shall:

(i) promptly notify the New VM Financing Facility Borrower that the Issuer accepts the VM Change of Control Prepayment Offer;

(ii) amend the Transaction Documents and the Notes Trustee shall concur (without seeking further consent of the Noteholders and subject to receiving an Officer's Certificate or Opinion of Counsel in accordance with the Trust Deed, upon which Officer's Certificate or Opinion of Counsel the Notes Trustee may rely absolutely and without further enquiry), as necessary, to reflect the New Maturity Date and the Accelerated Redemption Price; and

(iii) redeem all of the Notes on the New Maturity Date at the Accelerated Redemption Price, *plus* accrued and unpaid interest and Additional Amounts (if any) to the New Maturity Date;

provided that, notwithstanding anything herein to the contrary, the consent of the Noteholders shall be validly given if made in accordance with the terms and conditions of the Maturity Consent Solicitation, and need not comply with Schedule D (*Provisions for Meetings of the Noteholders*) of the Trust Deed or any other provisions of the Trust Deed and these Conditions relating to an Extraordinary Resolution.

(h) If the Issuer does not receive the consent of more than 50% in the aggregate principal amount of the Notes to the terms set out in the Maturity Consent Solicitation, the Issuer will promptly notify the New VM Financing Facility Borrower that it rejects the VM Change of Control Prepayment Offer.

Notice of Redemption Irrevocable

(i) Once a notice of redemption is mailed or delivered, Notes called for redemption become irrevocably due and payable on the specified redemption date at the redemption price; *provided, however*, that a notice of redemption may be conditional.

Approved Exchange Offer

(j) In order to extend the availability of the committed financing for the purchase of VM Accounts Receivable represented by the Committed Principal Proceeds beyond the Maturity Date of the Notes, VMIH may, at any time, enter into an exchange offer and payables financing plan agreement (a "**Plan Agreement**") with a new entity (a "**New Issuer**"). Pursuant to any such Plan Agreement, the New Issuer will procure from VMIH a commitment to cancel amounts of the New VM Financing Facility as set forth below, and will enter into agreements with VMIH, the Platform Provider, the Notes Trustee and other relevant counterparties providing for the New Issuer's purchase of VM Accounts Receivable on terms and conditions substantially similar to the Transaction Documents. Defined terms used in paragraphs (j) and (k) of this Condition 6 (*Redemption, Purchase and Cancellation; Approved Exchange Offer*) and not defined in Condition 1 (*Definitions and Principles of Construction—General Interpretation*) are defined and further described above under "*—Overview of the Structure of the Offering of the Additional Notes*".

(k) Promptly after entering into the Plan Agreement, the New Issuer will launch an exchange offer (the "**Approved Exchange Offer**") designed to allow Noteholders to exchange up to a specified principal amount of Notes for a principal amount of new notes (the "**New Notes**") to be set out in the Approved Exchange Offer. Upon consummation of the Approved Exchange Offer, subject to the terms of the Trust Deed:

(i) The New Issuer will issue a specified amount of New Notes to the Noteholders validly tendered into the Approved Exchange Offer and not withdrawn. If, upon the expiration of the Approved Exchange Offer, Noteholders have validly tendered more Notes than the New Issuer is able to accept pursuant to the Approved Exchange Offer, the New Issuer will accept for exchange Notes validly tendered and not withdrawn on a pro rata basis, based on the proportion that the aggregate principal amount of Notes to be accepted bears to the aggregate principal amount of Notes validly tendered and not withdrawn; and

(ii) The Issuer will purchase from the New Issuer any Notes accepted by the New Issuer pursuant to the Approved Exchange Offer and will cancel such purchased Notes. As consideration for such purchase, the Issuer will simultaneously pay, assign and transfer to the New Issuer:

(A) Assigned Receivables such that (a) minus (b) is equal to or less than (c) plus (d); where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, where "**Relevant Percentage**" means the proportion that the aggregate principal amount of Notes accepted into the Approved Exchange Offer bears to the aggregate principal amount of Notes outstanding as of the date of consummation of the Approved Exchange Offer (the "**Determination Date**"), (b) is the aggregate historical Purchase Price Amount of such Assigned Receivables assigned to the New Issuer pursuant to this clause (A), (c) is the balance of Excess Cash Loans outstanding on the Determination Date, and (d) any Interim Platform Amounts to be credited to the Issuer on the Determination Date. The Assigned Receivables to be assigned to the New Issuer pursuant to this clause (A) will be selected by an independent financial, banking, accounting or other similar advisor designated by VMIH, the Issuer or the Administrator on behalf of the Issuer with a mandate to maximise the aggregate Purchase Price Amount of the transferred Assigned Receivables whilst ensuring that they have the shortest maturities possible. Assigned Receivables will only be assigned and transferred to the New Issuer pursuant to this clause (A) in whole, and not in part;

(B) The cash proceeds from the repayment of Interest Facility Loans (to be demanded by the Issuer or the Administrator on behalf of the Issuer) in an amount equal to (a) minus (b); where (a) is the accrued and unpaid interest that remained outstanding on the Assigned Receivables assigned pursuant to clause (A) above as of the immediately preceding Interest Payment Date, and (b) is any accrued and unpaid Retained Amount Interest that remained outstanding as of the Determination Date in respect of the Retained Amounts to be transferred to the New Issuer pursuant to clause (D) below, as applicable;

(C) The cash proceeds from the repayment of Excess Cash Loans (to be demanded by the Issuer or the Administrator on behalf of the Issuer) in an amount equal to (a) minus (b) minus (c), where (a) is the Committed Principal Proceeds multiplied by the Relevant Percentage, (b) is the aggregate Purchase Price Amounts of Assigned Receivables assigned to the New Issuer pursuant to clause (A) above, and (c) is any Interim Platform Amounts to be credited to the Issuer on the Determination Date;

(D) The cash proceeds from the payment by the Platform Provider to the Issuer on the Determination Date of any Retained Amounts and any other Interim Platform Amounts; and

(E) An "Accrued Facility Interest and Shortfall Amount" equal to (a) minus (b) minus (c) minus (d) minus (e), where (a) is the aggregate principal amount of Notes tendered into the Approved Exchange Offer, (b) is the aggregate Purchase Price Amounts of the Assigned Receivables assigned pursuant to clause (A) above *plus* accrued and unpaid interest thereon through the Determination Date, (c) is the amount of cash proceeds set out in clause (B) above, (d) is the amount of cash proceeds set out in clause (C) above and (e) is the amount of cash proceeds set out in clause (D) above. The Issuer will demand repayment of Excess Cash Loans in an amount equal to any Accrued Facility Interest and Shortfall Amount in order to make such payment.

Cancellation

(l) All Notes redeemed under this Condition 6 (*Redemption, Purchase and Cancellation; Approved Exchange Offer*) or otherwise surrendered under Condition 18 (*Replacement of Notes*) will be cancelled upon redemption or surrender and may not be resold or re-issued.

Limited Recourse

(m) Notwithstanding any other provision of these Conditions or the other Transaction Documents:

(i) the Noteholders will only have recourse in respect of any amount, claim or obligation due or owing under the Notes by the Issuer (the "**Claims**") to the extent of available funds pursuant to Condition 3(f) (*Status, Priority and Security—Post-Enforcement Priority of Payments*) and subject to the provisos in such Conditions, which shall be applied by the Security Trustee subject to and in accordance with the terms thereof and after all other prior ranking claims in respect thereof have been satisfied and discharged in full;

(ii) following the application of funds following enforcement of the security interests created under the Trust Deed and any other Notes Security Documents, subject to and in accordance with Condition 3(f) (*Status, Priority and Security—Post-Enforcement Priority of Payments*), the Issuer will have no assets available for payment of its obligations under the Notes, the Trust Deed and the other Transaction Documents other than as provided for pursuant to the Trust Deed, and that the Claims of the Noteholders will accordingly be extinguished to the extent of any shortfall (and the Notes shall be surrendered in accordance with Condition 7 (*Payments*) and cancelled in accordance with Condition 6(l) (*Redemption, Purchase and Cancellation; Approved Exchange Offer—Cancellation*)); and

(iii) the respective obligations of the Issuer under the Notes, the Trust Deed, and the other Transaction Documents will not be obligations or responsibilities of, or guaranteed by, any other person or entity.

7. Payments

Payment of Principal, Interest and Other Amounts

(a) Payments to Noteholders shall be made ratably among the Noteholders in the proportion that the aggregate principal amount of the Notes registered in the name of each such Noteholder on the applicable Record Date bears to the aggregate principal amount outstanding of all Notes on such Record Date.

(b) All reductions in the principal amount of a Note (or one or more predecessor Notes) effected by payments of instalments of principal made on any Interest Payment Date on which a Note is redeemed shall be binding upon all future holders of such Note and of any Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, whether or not such payment is noted on such Note.

(c) Subject to the foregoing, each Note delivered under the Trust Deed, and upon registration of transfer of or in exchange for or in lieu of any other Note, shall carry the rights to unpaid interest and principal (or other applicable amount) that were carried by such other Note.

Currency of Payment

(d) Payments in respect of the Notes will be made in pound sterling.

Payments subject to the Trust Deed and all Fiscal Laws

(e) Payments of principal, interest and other amounts (if any) in respect of the Notes are subject in all cases to the Priorities of Payments and the Trust Deed and to any fiscal or other laws and regulations applicable thereto.

Payment of Interest on Withheld Amounts

(f) If payment of principal on or in respect of any Note or part thereof is not made when due or is otherwise improperly withheld or refused, the interest which continues to accrue in respect of such Note in accordance with Condition 5(a) (*Interest—Period of Accrual*) will become due and payable on the date on which the payment of such principal is paid.

Paying Agents

(g) The initial Paying Agent and its specified office is set out at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval of the Notes Trustee, at any time to vary or terminate the appointment of the Paying Agent and to appoint additional or other paying agents. Upon being notified of the same by the relevant Agent, the Issuer shall promptly give notice of any change in an Agent's specified office to the Noteholders in accordance with Condition 19 (*Notices and Information*).

Payments on Business Days

(h) If any Note is presented for payment on a day which is not a Business Day in the place of presentation, then the holder shall not be entitled to payment in such place until the next succeeding Business Day in such place and no further payment or additional amount by way of interest, principal or otherwise shall be due in respect of such Note.

Entitlement to Payments

(i) Payments on the Notes will be made to the person in whose name the Note is registered on the Record Date. Payments on interests in notes not in global form will be made in pound sterling by wire transfer, in accordance with the information on the Register, in immediately available funds to the Noteholder, *provided that* wiring instructions have been provided to the Paying Agent on or before the related Record Date. Final payments in respect of principal on the Notes will be made only against surrender of the Notes at the office of the Paying Agent.

(j) Payments on any Global Notes will be made by the Issuer to the Paying Agent. The Paying Agent will, in turn, make such payments to the common depository for Euroclear and/or Clearstream which will distribute such payments to participants in accordance with their respective procedures. None of the Issuer, the Notes Trustee, the Paying Agent, the Registrar or the Transfer Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in Global Notes or for maintaining, supervising or reviewing any records relating to the beneficial ownership interests. The Issuer also expects that payments by participants to owners of beneficial interests in a Global Note held through the participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for the customers. The payments will be the responsibility of the participants.

8. Prescription

General

(a) After the date on which a Note becomes void in its entirety, no claim may be made in respect of it.

Principal

(b) Claims for payment of principal or Additional Amounts, if any, in respect of Notes shall become void unless the relevant Note(s) are presented or surrendered for payment within ten years of the Relevant Date. Any funds deposited with the Notes Trustee or the Paying Agent for the payment of principal remaining unclaimed for ten years after such principal has become due and payable shall be paid to the Issuer pursuant to the Trust Deed; and the Noteholder shall thereafter, as an unsecured general creditor, look only to the Issuer for payment of such amounts and all liability of the Notes Trustee and the Paying Agent with respect to such trust funds shall thereupon cease.

As used herein, "**Relevant Date**" means whichever is the later of (i) the date on which such payment first becomes due and (ii) if the full amount payable has not been received by the Paying Agent or the Notes Trustee on or prior to such due date, the date on which, the full amount *plus* any accrued interest having been so received, notice to that effect shall have been given to the Noteholders in accordance with Condition 19 *(Notices and Information)*.

Interest

(c) Claims for interest in respect of Notes shall become void unless the relevant Note(s) is presented or surrendered for payment within five years of the Relevant Date. Any funds deposited with the Notes Trustee or the Paying Agent for the payment of interest remaining unclaimed for five years after such principal or interest has become due and payable shall be paid to the Issuer pursuant to the Trust Deed; and the Noteholder shall thereafter, as an unsecured general creditor, look only to the Issuer for payment of such amounts and all liability of the Notes Trustee and the Paying Agent with respect to such trust funds shall thereupon cease.

9. Taxation

Gross Up for Deduction or Withholding

(a) Subject to the proviso below, all payments of principal, premium, if any, and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for, or on account of, taxes unless such withholding or deduction is required by law or by the official interpretation or administration thereof. If there is any deduction or withholding for, or on account of, any taxes imposed or levied by or on behalf of:

(i) the government of Ireland or any political subdivision or governmental authority thereof or therein having power to tax;

(ii) 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

(iii) any other jurisdiction in which a Payor (as defined below) 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 (i), (ii) and (iii), a "**Relevant Taxing Jurisdiction**"),

the Issuer or any successor thereto (a "**Payor**") shall pay such additional amounts (the "**Additional Amounts**") as will result in the receipt by the Noteholders of such amounts as would have been received by them if no such withholding or deduction had been required but only to the extent and only at such time as the Issuer receives an equivalent amount from VMIH under the Expenses Agreement. To the extent that the Issuer receives a lesser amount from VMIH, the Issuer will account to each Noteholder for an additional amount equivalent to a pro rata proportion of such amount (if any) as is actually received (after deduction or withholding of such taxes or duties as may be required to be made by the Issuer by law in respect of the Notes) by, or for the account of, the Issuer pursuant to the Expenses Agreement on the date of the payment of such amount to the Issuer, *provided that* no such Additional Amount will be payable in respect of:

(i) any taxes that would not have been so imposed but for the existence of any present or former connection between the relevant Noteholder 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 Trust Deed or the receipt of payments in respect thereof);

(ii) any taxes that would not have been so imposed if the Noteholder had made a declaration of non-residence or any other claim or filing for exemption to which it is entitled (provided that (i) 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 (ii) 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 Trust Deed) 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, but only to the extent the holder is legally entitled to provide such declaration, claim or filing);

(iii) 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 Noteholder (except to the extent that the holder would have been entitled to Additional Amounts had the Note been presented during such 30-day period);

(iv) any taxes that are payable otherwise than by withholding from a payment of the principal of, premium, if any, or interest on the Notes;

(v) any estate, inheritance, gift, sale, transfer, personal property or similar tax, assessment or other governmental charge;

(vi) all United States backup withholding;

(vii) any withholding or deduction imposed pursuant to (i) Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended), as of the Issue Date (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, (ii) 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 (i) above, or (iii) any agreement pursuant to the implementation of (i) or (ii) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction; or

(viii) any combination of items (i) through (vii) above.

Such Additional Amounts will also not be payable where, had the beneficial owner of the Note been the holder, it would not have been entitled to payment of Additional Amounts by reason of any of clauses (i) to (viii) inclusive above.

(b) 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 Notes Trustee) to each Noteholder. The Payor will attach to each certified copy (or other evidence) a certificate stating (a) 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 (b) the amount of such withholding taxes paid per £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 Paying Agent by the Noteholders upon request.

(c) 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 on 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 Notes Trustee an Officer's Certificate (upon which the Notes Trustee shall be entitled to absolutely rely without further enquiry) 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 Paying Agent to pay such Additional Amounts to Noteholders on the payment date. Each such Officer's Certificate shall be relied upon until receipt of a further Officer's Certificate addressing such matters. The Notes Trustee shall be entitled to rely absolutely and without further enquiry on each such Officer's Certificate as conclusive proof that such payments are necessary.

(d) Wherever mentioned in the Trust Deed, the Notes or these Conditions, in any context: (i) the payment of principal, (ii) purchase prices in connection with a purchase of Notes, (iii) interest, or (iv) 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.

(e) The Payor will pay any present or future stamp, court or documentary taxes or any other excise or property taxes, charges or similar levies (including interest and penalties to the extent resulting from a failure by the Issuer to timely pay amounts due) 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 Notes Collateral or any other such document or instrument following the delivery of an Enforcement Notice with respect to the Notes.

(f) The foregoing obligations will survive any termination, defeasance or discharge of the Trust Deed and the Notes and will apply *mutatis mutandis* to any jurisdiction in which any successor to a Payor is organized or resident for tax purposes or any political subdivision or taxing authority or agency thereof or therein.

Tax Characterisation

(g) The Issuer intends to treat, and the Trust Deed will provide that the Issuer and the Notes Trustee agree and each Noteholder and beneficial owner of Notes, by accepting a Note, agrees, to the extent permitted by law, to treat the Notes as debt instruments of the Issuer for U.S. federal, state and local income and franchise tax purposes. The Trust Deed will provide that each Noteholder, by accepting a Note, agrees to report all income (or loss) in accordance with such treatment and to take no action inconsistent with such treatment unless otherwise required by a law or relevant taxing authority.

10. Issuer Events of Default

Determination of an Issuer Event of Default

(a) The Notes Trustee:

(i) may in its absolute discretion; and

(ii) shall if it has been directed to do so:

(A) in writing by the holders of not less than 30 per cent. in aggregate of the principal amount outstanding of the Notes; or

(B) by an Extraordinary Resolution of the Noteholders,

subject in each case to being indemnified and/or secured to its satisfaction, give a notice (a "**Note Acceleration Notice**") to the Issuer declaring the Notes to be immediately due and payable at any time

after the occurrence and during the continuation of any of the events specified in Condition 10(b) (*Issuer Events of Default—Events*).

Events

(b) The occurrence of any of the following events shall be an "**Issuer Event of Default**":

(i) default being made for a period of 30 days or more in the payment of any interest or Additional Amounts (if any) on any Notes (other than principal, for the avoidance of doubt) when due; or

(ii) default being made for a period of three Business Days or more in the payment of any principal of any Notes when due (at maturity, upon redemption or otherwise); or

(iii) the Issuer failing duly to perform or observe any other obligation binding upon it under the Notes, the Trust Deed or any of the other Transaction Documents and such failure (A) being in the opinion of the Notes Trustee (or, in the case of any Notes Security Document, the Security Trustee) incapable of remedy or (B) being a failure which is, in the opinion of the Notes Trustee (or, in the case of any Notes Security Document, the Security Trustee), capable of remedy, but which remains unremedied for a period of 60 days following the giving by the Notes Trustee (or the Security Trustee, as applicable), to the Issuer of notice requiring the same to be remedied and, in either case, *provided that*, in each case, the Notes Trustee shall have determined that such event is, in its opinion, materially prejudicial to the interests of the Noteholders; or

(iv) the Issuer ceasing or, through an official action of the Board of Directors of the Issuer, threatening to cease to carry on business; or

(v) any of the following occurs with respect to the Issuer:

(A) it is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due or insolvent; or

(B) it admits its inability to pay its debts as they fall due; or it suspends making payments on any of its debts or announces an intention to do so; or

(C) proceedings are initiated against the Issuer under any applicable liquidation, insolvency, bankruptcy, composition, reorganisation or other similar laws (together, "**Insolvency Law**"), or a receiver, administrative receiver, trustee, administrator, examiner, custodian, conservator, liquidator, curator or other similar official appointed in connection with any Insolvency Law or a security enforcement or related proceedings (a "**Receiver**") is appointed in relation to the Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Issuer and in any of the foregoing cases, except in relation to the appointment of a Receiver, is not discharged within 30 calendar days; or the Issuer is subject to, or initiates or consents to judicial proceedings relating to itself under any applicable Insolvency Law, or seeks the appointment of a Receiver, or makes a conveyance or assignment for the benefit of its creditors generally or otherwise becomes subject to any reorganisation or amalgamation; or

(D) the passing of an effective resolution or the making of an order by a court of competent jurisdiction for the winding up, liquidation or dissolution of the Issuer; or

(vi) any event occurs which under any applicable laws has an analogous effect to any of the events referred to in paragraph (v) above; or

(vii) the Issuer Security (or any material part thereof) is repudiated or is or becomes void, illegal, invalid or unenforceable; or

(viii) the occurrence of a VM Event of Default that is continuing.

For so long as any Issuer Event of Default has occurred and is continuing, no further purchases of VM Accounts Receivable shall be made by or for the account of the Issuer. In addition, pursuant to Clause 4.2 of the New VM Financing Facility Agreement, either a Drawstop Event or a Notes Acceleration Event (both as defined in the New VM Financing Facility Agreement) would result in New VM Financing Facility Borrower no longer satisfying the conditions precedent to further utilisations of the facilities made available thereunder.

Acceleration

(c) Upon delivery of a Note Acceleration Notice, the Notes shall immediately become due and payable at their principal amount outstanding together with accrued interest up to (but excluding) the earlier of (i) the date

on which the full amount (together with accrued interest) is paid to the Noteholders and (ii) the seventh day after notice has been given to the Noteholders in accordance with Condition 19 (*Notices and Information*) that the full amount (together with accrued interest) has been received by the Paying Agent or the Notes Trustee; *provided* that upon the occurrence of an Issuer Event of Default described in clause (v) or (vi) of the definition thereof, the Note Acceleration Notice shall be deemed to have been given and all the Notes shall become immediately due and payable.

11. Enforcement

Instruction to Enforce

At any time:

(a) after a Note Acceleration Notice has been given (or deemed to have been given) to the Issuer, the Notes Trustee:

(A) may in its absolute discretion; and

(B) shall if it has been directed to do so:

(1) in writing by the holders of not less than 30 per cent. in aggregate of the principal amount outstanding of the Notes; or

(2) by an Extraordinary Resolution of the Noteholders,

subject in each case to being indemnified and/or secured to its satisfaction, instruct the Security Trustee to give an Enforcement Notice to the Issuer;

(b) the Notes Trustee may in its absolute discretion; and

(A) shall if it has been directed to do so:

(1) in writing by the holders of not less than 30 per cent. in aggregate of the principal amount outstanding of the Notes; or

(2) by an Extraordinary Resolution of the Noteholders,

subject in each case to being indemnified and/or secured to its satisfaction, instruct the Issuer to notify the New VM Financing Facility Borrower and the New VM Financing Facility Guarantors of any default under the New VM Financing Facility Agreement.

Enforcement Notice

(c) Under the terms of the Trust Deed, at any time following the service (or deemed service) of a Note Acceleration Notice on the Issuer, the Security Trustee shall if instructed by the Notes Trustee (in accordance with Condition 11(a) (*Enforcement—Instruction to Enforce*)) or instructed pursuant to an Extraordinary Resolution of the Noteholders or by the holders of not less than 30 per cent. in aggregate of the principal amount outstanding of the Notes (in accordance with Condition 12(c) or 12(d) (as applicable) (*Noteholder Action—Exceptions*)) serve an Enforcement Notice on the Issuer declaring the security created by the Notes Security Documents to be enforceable, whereupon the security created by the Notes Security Documents shall become immediately enforceable.

(d) Under the terms of the Trust Deed, upon receipt of any Enforcement Notice, the Issuer shall be required to promptly (and in no event more than 10 Business Days after receipt of such Enforcement Notice) deliver or cause to be delivered to the relevant Obligors an Obligor Enforcement Notification pursuant to the Framework Assignment Agreement, whereupon legal assignment of the relevant Assigned Receivables (and all related rights) will be perfected in favour of the Issuer.

12. Noteholder Action

Limit on Noteholder Action

(a) Subject to Conditions 12(c) and 12(d) (*Noteholder Action—Exceptions*), no Noteholder shall be entitled to take any proceedings or other action directly against the Issuer including:

(i) take any corporate action or other steps or legal proceedings for the winding-up, dissolution or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, sequestrator, examiner or similar officer of the Issuer or of its revenues and assets (other than as permitted by the Trust Deed); or

(ii) take any steps for the purpose of obtaining payment of any amounts payable to it under the Notes or any Transaction Document and shall not take any steps to recover any debts whatsoever owing to it by the Issuer (other than in accordance with the Trust Deed).

Recourse Against Certain Parties

(b) No recourse under any obligation, covenant, or agreement of the Issuer (acting in any capacity whatsoever) contained in these Conditions or any Transaction Document shall be had against any shareholder, officer, agent, employee or director of the Issuer by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise, it being expressly agreed and understood that each Transaction Document (including these Conditions) to which the Issuer is a party is a corporate obligation of the Issuer and no personal liability shall attach to or be incurred by the shareholders, officers, agents, employees or directors of the Issuer, or any of them, under or by reason of any of the obligations, covenants or agreements of the Issuer contained in these Conditions or any such Transaction Document, or implied therefore, and that any and all personal liability for breaches by such party of any such obligations, covenants or agreements, either at law or by statute or constitution, of every such shareholder, officer, agent, employee or director is hereby expressly waived.

Exceptions

(c) If the Notes Trustee having become bound (i) to give a Note Acceleration Notice to the Issuer or (ii) to instruct the Security Trustee to give an Enforcement Notice to the Issuer, fails to do so within a reasonable time and that failure is continuing, the Noteholders by an Extraordinary Resolution or in writing by the holders of not less than 30 per cent in aggregate of the principal amount of the Notes may agree to (A) sign and give a Note Acceleration Notice to the Issuer in accordance with Condition 10 (*Issuer Events of Default*) and/or (B) instruct the Security Trustee to give an Enforcement Notice to the Issuer in accordance with Condition 11 (*Enforcement*).

(d) At any time after the Notes become due and payable and the security under the Trust Deed and the other Notes Security Documents has become enforceable in accordance with Condition 11 ("*Enforcement*"), the Noteholders may direct the Security Trustee by an Extraordinary Resolution or in writing by the holders of not less than 30 per cent in aggregate of the principal amount of the Notes to (i) institute such proceedings or take such other action against the Issuer or take any other action as it may think fit to enforce the terms of the Trust Deed, the Notes or the other Notes Security Documents and/or (ii) enforce, exercise remedies available in respect of, realise and/or otherwise liquidate or sell the Notes Collateral in whole or in part and/or take such other action as may be permitted under applicable laws against any obligor in respect of the Notes Collateral and/or take any other action to enforce or realise the payment claims constituting the Notes Collateral or the security over the Notes Collateral in accordance with the Trust Deed and the other Notes Security Documents.

13. Meeting of Noteholders

Convening of Meeting

(a) The Trust Deed contains provisions for convening meetings of Noteholders ("**Meetings**") to consider any matter affecting their interests.

Excluded Notes

(b) The provisions for Meetings of Noteholders provide that a holder or beneficial holder of Excluded Notes shall not be entitled to attend or vote at any Meeting.

Powers

(c) A Meeting will have the power, exercisable by Extraordinary Resolution, to make certain decisions, including to approve the modification, and to authorise or waive any proposed breach or breach, of the Trust Deed, these Conditions and any other Transaction Document.

Any Basic Terms Modification affecting the Notes must be approved by an Extraordinary Resolution of the Noteholders.

Quorum

(d) The quorum at any Meeting of the Noteholders for passing an Extraordinary Resolution in respect of any matter other than a Basic Terms Modification will be two or more persons bearing a voting certificate, block voting instruction and/or Definitive Note (each, a "**Voter**"), in each case representing or holding in aggregate more than 50 per cent. of the aggregate principal amount outstanding of Notes then outstanding or at any adjourned Meeting two or more Voters representing or holding Notes, whatever the aggregate principal amount outstanding. The quorum at any Meeting of the Noteholders for passing an Extraordinary Resolution in respect of a Basic Terms Modification shall be two or more Voters representing or holding in aggregate at least 75 per cent. of the aggregate principal amount outstanding of the Notes then outstanding or at any adjourned Meeting two or more persons representing or holding at least 33 $^{1}/_{3}$ per cent. of the aggregate principal amount outstanding of the Notes then outstanding.

So long as all of the Notes are held by a single Noteholder (including the holder of a Global Note), a single voter in relation thereto shall be deemed to be two voters for the purpose of forming a quorum.

(e) In accordance with the Trust Deed, any Extraordinary Resolution of the Noteholders duly passed shall be binding on all Noteholders (regardless of whether or not a Noteholder was present at the meeting at which such Extraordinary Resolution) was passed.

Written Extraordinary Resolutions

(f) Any reference to an action being directed, authorised or approved by an Extraordinary Resolution of Noteholders shall be deemed to include a reference to that matter being directed, authorised or approved by a Written Extraordinary Resolution of the Noteholders. Any Written Extraordinary Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more relevant Noteholders and the date of such Written Extraordinary Resolution shall be the date on which the latest such document is signed.

14. Modification and Waiver of Breach

Modification

(a) The Trust Deed provides that, without the consent of the Noteholders, the Issuer may amend, modify, supplement and/or waive the relevant provisions of the Trust Deed, the Conditions or any of the other Transaction Documents and the Notes Trustee and/or the Security Trustee, as applicable, shall consent to, to the extent required, (without the consent of Noteholders subject to paragraph (xv) below) such amendment, supplement, modification or waiver for any of the following purposes:

(i) it is, in the opinion of the Issuer, not materially prejudicial to the interests of the Noteholders;

(ii) to, in the opinion of the Issuer, correct a manifest error, ambiguity, omission, defect or inconsistency or amendments/modifications of a formal, minor or technical nature;

(iii) to provide for the assumption by a substitute principal obligor of the obligations of the Issuer under the Trust Deed, and the Notes, as applicable, in accordance with Condition 15 (*Substitution of Principal Obligor*) below;

(iv) to evidence and provide for the acceptance and appointment of any successor Notes Trustee, Security Trustee or Agent;

(v) to secure the Notes (including pursuant to any Notes Security Documents);

(vi) to give effect to Permitted Encumbrances or to provide for the release of security interests over the Notes Collateral as provided by the terms of the Trust Deed and the other Transaction Documents;

(vii) to give effect to, or as otherwise reasonably required to allow for, the Original Transaction and the Transactions (including, without limitation, the performance by each party to the Transaction Documents of its obligations or duties contemplated thereunder, and to give effect to any SCF Platform Addition and any SCF Platform Replacement);

(viii) to comply with the rules of any applicable securities depository;

(ix) to provide for the issuance of Further Notes in accordance with the Trust Deed and the provisions of these Conditions;

(x) to provide for the issue of Definitive Notes;

(xi) to conform the provisions of the Trust Deed or any other Transaction Document to the Offering Circular;

(xii) to comply with or implement the Securitisation Regulation;

(xiii) to make any changes necessary to prevent the Issuer from becoming an investment company or being required to register as an investment company under the Investment Company Act;

(xiv) to add to the covenants of the Issuer for the benefit of the Noteholders;

(xv) if it is necessary to modify the restrictions on and procedures for resales and other transfers of Notes to reflect any changes in ERISA or other applicable law or regulation (or the interpretation thereof) or to enable the Issuer to rely upon any exemption from registration under the Securities Act or the Investment Company Act or to remove restrictions on resale and transfer to the extent not required by the Trust Deed; *provided that*, if the interests of the Noteholders would, in the opinion of the Issuer, be materially and adversely affected by such modification, the requisite level of consent to such modification has been obtained from the Noteholders by Extraordinary Resolution;

(xvi) to take any action advisable to prevent the Issuer from being treated as resident in the U.K. for U.K. tax purposes or as trading in the U.K. for U.K. tax purposes;

(xvii) to take any action advisable to prevent the Issuer from being treated as engaged in a United States trade or business or otherwise be subject to United States federal, state or local income tax on a net income basis;

(xviii) to make any amendments to the Trust Deed or any other Transaction Document to enable the Issuer to comply with FATCA; or

(xix) to make any Margin Amendment, so long as the obligations of the New VM Financing Facility Borrower in favour of the Issuer under Clause 11.2 (*Facility Fees*) of the New VM Financing Facility Agreement remain in full force and effect.

(b) Any such modification, amendment, supplement or waiver shall be binding on the Noteholders. For the avoidance of doubt, the Notes Trustee and/or the Security Trustee, as applicable, shall, without the consent or sanction of any of the Noteholders or any other Secured Party, concur with the Issuer in making any such modification, amendment, waiver or authorisation for which the Issuer has delivered an Officer's Certificate or Opinion of Counsel in compliance with Clause 27.4 (*Waiver, Determination and Modification—Notes Trustee and/or Security Trustee to Sign Amendments, etc.*) of the Trust Deed, upon which Officer's Certificate and/or Opinion of Counsel the Notes Trustee and/or the Security Trustee, as applicable, shall rely absolutely and without enquiry.

(c) The Notes Trustee and/or the Security Trustee, as applicable, will sign any amended or supplemental trust deed, waivers, or other modifications to any Transaction Document authorized pursuant to the Trust Deed and the Conditions, if the amendment, supplement, waiver or such modification does not adversely affect the rights, duties, liabilities or immunities of the Notes Trustee and/or the Security Trustee, as applicable; *provided that* the Notes Trustee and/or Security Trustee, as applicable, shall not be obliged to agree to any modification which, in the opinion of the Notes Trustee and/or Security Trustee, as applicable, would have the effect of breaching any duty at law or fiduciary duty of the Notes Trustee and/or the Security Trustee, as applicable, or would have the effect of exposing the Notes Trustee and/or Security Trustee, as applicable, to any liability against which it has not been indemnified and/or secured to its satisfaction or decreasing the rights, indemnifications and protections of the Notes Trustee and/or Security Trustee, as applicable, in respect of the Transaction Documents.

Waiver of Breach

(d) Subject as provided below, the Notes Trustee may also, without the consent of the Noteholders if in its opinion it will not be materially prejudicial to the interests of the Noteholders:

(i) authorise or waive, on any terms and subject to any conditions which it considers appropriate, any proposed breach or breach of the Trust Deed, these Conditions or any other Transaction Document; or

(ii) determine that any event that would otherwise constitute an Issuer Event of Default or Potential Event of Default shall not, or shall not subject to any conditions which it considers appropriate, be treated as such for the purposes of the Trust Deed and these Conditions.

The Notes Trustee shall not exercise any powers conferred on it by this Condition 14(d) (*Modification and Waiver of Breach—Waiver of Breach*) in contravention of any direction given to it in accordance with

Condition 10(a) (*Issuer Events of Default—Determination of an Issuer Event of Default*) or Condition 11(a) (*Enforcement—Instruction to Enforce*).

Notice

(e) Unless the Notes Trustee otherwise agrees, the Issuer shall give notice of (i) any modification, amendment, supplement, waiver, authorisation or determination which has been made with requisite Noteholder consent (as set out in Clause 27.3 (*Modification with Noteholders' Consent*) of the Trust Deed); and (ii) any other material modification, amendment, supplement, waiver, authorisation or determination to the Noteholders in accordance with Condition 19 (*Notices and Information*) and the Trust Deed.

Direction

(f) In the event that the Issuer, as lender under the New VM Financing Facility Agreement, is eligible or required to vote, give notice, instruct or otherwise consent (including with respect to any enforcement decision) with respect to any matter arising from time to time under the New VM Financing Facility Agreement that is not otherwise provided for under the Transaction Documents or separately set forth in this Condition 14 (*Modification and Waiver of Breach*), the Issuer shall vote, give notice or otherwise provide or withhold any consent or instruction as directed by Extraordinary Resolution. If applicable, the Issuer shall solicit any such vote, consent or instruction from Noteholders.

15. Substitution of Principal Obligor

The Trust Deed contains provisions permitting the Notes Trustee, without the consent of the Noteholders but subject to such amendment of the Trust Deed and such other conditions as the Notes Trustee may require, to agree to (i) the substitution pursuant to the Conditions and the Trust Deed in place of the Issuer (or of any previous substitute) of another entity as principal debtor in respect of the Trust Deed and the Notes and/or (ii) to a change of the law governing the Trust Deed, the Notes and/or any other Transaction Document if, in each case, such change would not, in the Notes Trustee's opinion, be materially prejudicial to the interests of the Noteholders. Any such entity shall be a newly formed single purpose company which, among other things, undertakes to be bound by the Trust Deed, the Notes and the other Transaction Documents.

16. Notes Trustee and Security Trustee

Actions Binding

(a) Each of the Notes Trustee and the Security Trustee shall (except as expressly provided otherwise in the Trust Deed or the other Transaction Documents) have absolute discretion as to whether and how it exercises or performs each of its trusts, powers, authorities, duties, discretions and obligations under or in connection with the Transaction Documents or conferred on it by operation of law and its decision as to whether and how to exercise or perform those trusts, powers, authorities, duties, discretions and obligations and any action taken or omitted in consequence shall, as between itself and the Noteholders be conclusive and binding on the Noteholders.

Limitation on Notes Trustee's and Security Trustee's Liability; Right to Indemnity

(b) The Trust Deed contains provisions:

(i) giving various powers, authorities and discretions to the Notes Trustee and the Security Trustee in addition to those conferred by law including those referred to elsewhere in these Conditions;

(ii) specifying various matters in respect of which the Notes Trustee or, as applicable, the Security Trustee is to have (A) no duty or responsibility to make any investigation to supervise or to enforce and (B) no liability or responsibility to the Noteholders in the absence of wilful default, negligence or fraud or, in the case of certain matters, in any circumstances; and

(iii) entitling the Notes Trustee or, as applicable, the Security Trustee to indemnification or providing that it is not obliged to take any steps, proceedings or other action at the request or direction of any person unless it has been indemnified and/or secured to its satisfaction.

Notes Trustee, Security Trustee and Issuer Security

(c) Neither the Notes Trustee nor the Security Trustee shall be responsible for matters relating to the Issuer Security or the Notes Collateral including:

(i) the nature, value, collectability or enforceability of the Notes Collateral;

(ii) the registration, perfection or priority of the Issuer Security;

(iii) the Issuer's title to the Notes Collateral; or

(iv) the compliance of the Notes Collateral or the Issuer Security with any applicable criteria or performance measures.

Removal and Replacement of Notes Trustee and Security Trustee

(d) There shall at all times be a Notes Trustee and a Security Trustee. The Trust Deed provides that the retirement or removal of any Notes Trustee or Security Trustee shall not become effective unless a trust corporation would remain as trustee or a replacement trust corporation is appointed.

17. Agents

Paying Agent, Transfer Agent and Registrar Solely Agents of Issuer

In acting under the Agency and Account Bank Agreement and in connection with the Notes the Paying Agent, Transfer Agent and Registrar will act solely as the agents of the Issuer or (to the extent provided in the Agency and Account Bank Agreement) the Notes Trustee and shall not be under any fiduciary duty or other obligation towards, or have any relationship of agency or trust for or with, any of the Noteholders.

18. Replacement of Notes

If any Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Registrar upon payment by the claimant of the costs and expenses incurred in connection with such replacement and with such evidence, security and indemnity as the Issuer and/or the Registrar may reasonably require. Mutilated or defaced Notes, must be surrendered before replacements will be issued.

19. Notices and Information

Valid Notices

(a) For as long as the Notes are admitted to trading on the Global Exchange Market and the listing requirements of Euronext Dublin so require, all notices regarding the Notes will be deemed to be validly given if published via the Company Announcements Office of Euronext Dublin via its website, which as at the Issue Date is: http://www.ise.ie. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication shall have been made in the newspaper or newspapers or the website of Euronext Dublin, as relevant, in or on which publication is required. For so long as the Notes are represented by Global Notes, notices to Noteholders will be validly given if published as described above or, at the option of the Issuer, if delivered to Euroclear and/or Clearstream for communication by them to their participants and for communication by such participants to entitled account holders. Any notice delivered to Euroclear and/or Clearstream as aforesaid shall be deemed to have been given on the day on which it is delivered to Euroclear or Clearstream.

Notices on Screen Page

(b) Any notice to Noteholders specifying that a Note Acceleration Notice or Enforcement Notice has been given shall be deemed to have been duly given if the information contained in such notice is delivered to Euroclear and/or Clearstream for communication by them to their participants and for communication by such participants to entitled account holders or if the information contained in such notice appears on the relevant page of the Reuters or Bloomberg Screen or such other medium for the electronic display of data approved by the Notes Trustee and notified to the Noteholders in accordance with the other paragraphs of this Condition 19 (*Notices and Information*).

Other Methods for Notice

(c) The Notes Trustee may approve any other method of giving notice to Noteholders which is, in its opinion, reasonable having regard to market practice then prevailing and to the requirements of the stock exchange on which the Notes are then listed.

Noteholder Information

(d) The Issuer shall provide the Notes Trustee and the Paying Agent with copies of the Issuer's audited annual financial statements (including balance sheet, profit and loss and cash flow statements) as soon as they become publicly available (together with the related auditors' report)*; provided that*, such audited annual financial statements (together with the related auditors' report) shall be deemed validly delivered to the Notes Trustee and the Paying Agent if they are published on the website of Euronext Dublin, which at the Issue Date is http://www.ise.ie. The audited annual financial statements (together with the related auditors' report) shall be available for inspection by the Noteholders on any Business Day at the specified office for the time being of the Paying Agent.

(e) The Quarterly Portfolio Reports will be posted, on a quarterly basis, within 15 Business Days of each Portfolio Reporting Date (as defined in the Agency and Account Bank Agreement) falling in each March, June, September and December, on a website administered by the Administrator (currently https://gctinvestorreporting.bnymellon.com), to which the Noteholders will be given access upon registration. Noteholders may also contact the Administrator at gctinvestorreporting@bnymellon.com with any access or registration queries.

20. Issue of Further Notes

Further Notes

(a) The Issuer may from time to time on any date on or before the Maturity Date or the date of early redemption of the Notes in accordance with Condition 6 (*Redemption, Purchase and Cancellation; Approved Exchange Offer*) (such date, the "**Further Notes Issue Date**") without the consent of the Noteholders but subject to the provisions of these Conditions and the Trust Deed, raise further funds by creating and issuing additional Vendor Financing Notes (the "**Further Notes**") in fully registered form, having the same terms and conditions (except in relation to the issue date and the date from which interest will accrue) as, and so that they shall be consolidated and form a single series and rank *pari passu* with, the Notes then outstanding, *provided that*:

(i) once credited to the Issuer Transaction Account in accordance with the Trust Deed, the net proceeds of the issue of the Further Notes are to form part of the Issuer Available Funds and to be applied by the Issuer in accordance with the Agency and Account Bank Agreement;

(ii) no Issuer Event of Default has occurred and is continuing; and

(iii) VMIH will, if applicable, create or cause to be created an incremental or new Issue Date Facility such that the aggregate Issue Date Facility Commitment (as defined in the New VM Financing Facility Agreement) is equal to or greater than 1/300 of the aggregate principal amount of Notes (including the Further Notes) issued.

Supplemental Trust Deeds and Issuer Security

(b) Any Further Notes shall be created by a further deed supplemental to the Trust Deed and shall have the benefit of the Issuer Security.

21. Satisfaction and Discharge

The Trust Deed includes provisions which allow the Issuer to satisfy and discharge its obligations under the Notes, the Trust Deed and the other Notes Security Documents, subject to the satisfaction of certain conditions.

22. Survival of Redemption

The provisions of Condition 6(m) (*Redemption, Purchase and Cancellation; Approved Exchange Offer—Limited Recourse*), Condition 12(a) (*Noteholder Action—Limit on Noteholder Action*) and Condition 12(b) (*Noteholder Action—Recourse Against Certain Parties*) shall survive the redemption in full of the Notes.

23. Contracts (Rights of third Parties) Act 1999

No person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms or conditions of the Notes.

24. Governing Law

The Trust Deed and the Notes and the relationship between (a) the parties to those Transaction Documents, (b) the Noteholders and the Notes Trustee and (c) the Noteholders and the Security Trustee and any non-contractual obligations arising out of such agreements and relationships shall be governed by, and interpreted in accordance with, English law.

25. Listing

The Issuer will use its reasonable efforts to have the Notes admitted to listing on Euronext Dublin and trading on its Global Exchange Market following the Issue Date, and will maintain such listing as long as the Notes are outstanding; *provided that*, if the Issuer can no longer maintain such listing or it becomes unduly burdensome to make or maintain such listing, the Issuer may cease to make or maintain such listing on Euronext Dublin; *provided further that* the Issuer will use its reasonable efforts to obtain and maintain the listing of the Notes on another recognized listing exchange for notes issuers (which may be a stock exchange that is not regulated by the European Union). Notwithstanding the foregoing or any other provision of the Trust Deed or the Conditions to the contrary, the Issuer may, at its sole option at any time, without the consent of the Noteholders or the Notes Trustee, de-list the Notes from any stock exchange for the purposes of moving the listing of the Notes to The International Stock Exchange.

FORM OF THE NOTES

General

Denominations

(a) The Additional Notes will have a minimum authorized denomination of £100,000 principal amount and integral multiples of £1,000 in excess thereof.

Form and Registration

(b) The Additional Notes will be sold to (i) non-U.S. persons (as defined in Regulation S) in offshore transactions in reliance on Regulation S and will be issued in the form of one or more permanent global notes in fully registered form without interest coupons (each a "**Regulation S Global Note**") and (ii) persons that are both (x) Qualified Institutional Buyers and also (y) Qualified Purchasers will be issued in the form of one or more permanent global notes in fully registered form without interest coupons (each a "**144A Global Note**", and together with the Regulation S Global Note, and the global notes representing the Original Notes, the "**Global Notes**")

(c) Each initial investor in the Additional Notes and subsequent transferee of an interest in a Global Note (except, in the case of an Initial Purchaser, as may be expressly agreed in writing between such Initial Purchaser and the Issuer) will be deemed to represent, among other matters, as to its status under the Securities Act and the Investment Company Act and ERISA, as applicable.

(d) The Global Notes will be deposited with and registered in the name of a common depository for the respective accounts of Euroclear and/or Clearstream. The Common Codes and ISIN for the Additional Notes are as follows:

Rule 144A Global Note

Common Code:	218765149
ISIN:	XS2187651497

Regulation S Global Note

Common Code:	218764690
ISIN:	XS2187646901

(e) A beneficial interest in a Regulation S Global Note may be transferred to a person who takes delivery in the form of an interest in the corresponding global notes representing the Rule 144A Global Notes only upon, in accordance with the applicable procedures of the Clearing Systems, receipt by the Transfer Agent of (i) a written certification from the transferor in the form required by the Trust Deed to the effect that such transfer is being made to a person whom the transferor reasonably believes is both a QIB and a Qualified Purchaser (or a transferee thereof that is identified in Rules 3c-5 or 3c-6 under the Investment Company Act) in a transaction meeting the requirements of Rule 144A and Section 3(c)(7) under the Investment Company Act, respectively, and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction and (ii) a written certification from the transferee in the form required by the Trust Deed to the effect, among other things, that such transferee is both (x) a QIB and (y) a Qualified Purchaser (or a transferee thereof that is identified in Rules 3c-5 or 3c-6 under the Investment Company Act). Beneficial interests in a Rule 144A Global Note may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Note only upon receipt by the Transfer Agent of a written certification from the transferor in the form required by the Trust Deed to the effect that such transfer is being made in accordance with Regulation S and a written certification from the transferee in the form required by the Trust Deed to the effect, *inter alia*, that such transferee is a non-U.S. person purchasing such beneficial interest in such Regulation S Global Note in an offshore transaction pursuant to Regulation S. Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in another Global Note will, upon transfer, cease to be an interest in such Global Note, and become an interest in such other Global Note, and accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Notes for as long as it remains such an interest.

(g) No service charge will be made for any registration of transfer or exchange of Notes but the Issuer, the Registrar or the Transfer Agent may require payment of a sum sufficient to cover any transfer, tax or other governmental charge payable in connection therewith. The Registrar or the Transfer Agent will be permitted to request such evidence reasonably satisfactory to it documenting the identity and/or signatures of the transferor and transferee.

(h) The registered owner of the relevant Global Note will be the only person entitled to receive payments in respect of the Notes represented thereby, and the Issuer will be discharged by payment to the registered owner of such Global Note or in respect of each amount so paid. No person other than the registered owner of the relevant Global Note will have any claim against the Issuer in respect of any payment due on that Global Note. Account holders or participants in Euroclear and/or Clearstream shall have no rights under the Trust Deed with respect to Global Notes held on their behalf by Euroclear and/or Clearstream, and Euroclear and/or Clearstream may be treated by the Issuer, the Notes Trustee and any agent of the Issuer or the Notes Trustee as the holder of Global Notes for all purposes whatsoever.

(i) Global Notes will be exchangeable by the Issuer for Definitive Notes if: (i) Euroclear and/or Clearstream notifies the Issuer that it is unwilling or unable to continue to act as depository for the Global Notes and a successor depository is not appointed by the Issuer within 120 days after receiving such notice; (ii) the Issuer, at its option, notifies the Notes Trustee in writing that it elects to exchange in whole, but not in part, the Global Note for Definitive Notes; (iii) Euroclear and/or Clearstream so request following an Issuer Event of Default which is continuing; or (iv) the holder of a beneficial interest in a Global Note requests such exchange in writing delivered through Euroclear and/or Clearstream or to the Issuer following an Issuer Event of Default which is continuing.

Upon the occurrence of any of the preceding events in clauses (i) through (iv) above, the Issuer shall issue or cause to be issued Definitive Notes in such name or names and issued in any approved denominations as Euroclear or Clearstream shall instruct the Issuer based on the instructions received by Euroclear or Clearstream from the holders of beneficial interests in such Global Notes.

In the event that Definitive Notes are not so issued by the Issuer to such beneficial owners of interests in Global Notes, the Issuer expressly acknowledges that such beneficial owners shall be entitled to pursue any remedy that the holders of a Global Note would be entitled to pursue in accordance with the Trust Deed (but only to the extent of such beneficial owner's interest in the Global Note) as if Definitive Notes had been issued; provided, that the Notes Trustee shall be entitled to rely upon any certificate of ownership provided by such beneficial owners and/or other forms of reasonable evidence of such ownership. In the event that Definitive Notes are issued in exchange for Global Notes as described above, the applicable Global Note will be surrendered to the Registrar by Euroclear and/or Clearstream, as applicable, and the Issuer will execute and the Registrar will authenticate and deliver an equal aggregate outstanding principal amount of Definitive Notes.

(j) The Additional Notes will be subject to certain restrictions on transfer set forth therein and in the Trust Deed and the Additional Notes will bear the restrictive legend set forth in "*Transfer Restrictions*".

Bloomberg Screens, Etc.

(k) The Issuer will from time to time request all third-party vendors to include on screens maintained by such vendors appropriate legends regarding restrictions on the Global Notes under Section 3(c)(7) of the Investment Company Act and Rule 144A, if applicable.

BOOK-ENTRY CLEARANCE PROCEDURES

The information set out below has been obtained from sources that the Issuer believes to be reliable, but prospective investors are advised to make their own enquiries as to such procedures. In particular, such information is subject to any change in or interpretation of the rules, regulations and procedures of Euroclear or Clearstream (together, the "**Clearing Systems**") currently in effect and investors wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Notes Trustee, the Obligors, the Initial Purchasers or any Agent party to the Agency and Account Bank Agreement (or any affiliate of any of the above, or any person by whom any of the above is controlled for the purposes of the Securities Act), will have any responsibility for the performance by the Clearing Systems or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described below.

Euroclear and Clearstream

Custodial and depository links have been established between Euroclear and Clearstream to facilitate the initial issue of the Notes and cross–market transfers of the Notes associated with secondary market trading (see "*Settlement and Transfer of Notes*" below). The Issuer provides the following summary 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 the Issuer nor the Initial Purchasers are responsible for those operations or procedures.

Euroclear and Clearstream each hold securities for their customers and facilitate the clearance and settlement of securities transactions through electronic book-entry transfer between their respective accountholders. Indirect access to Euroclear and/or Clearstream is available to other institutions which clear through or maintain a custodial relationship with an accountholder of either system. Euroclear and Clearstream provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream have established an electronic bridge between their two systems across which their respective customers may settle trades with each other. Their customers are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Investors may hold their interests in such Global Notes directly through Euroclear and/or Clearstream if they are accountholders ("**Direct Participants**") or indirectly ("**Indirect Participants**", and together with Direct Participants, "**Participants**") through organizations which are accountholders therein.

Book-Entry Ownership

Euroclear and Clearstream

The Regulation S Global Note and the Rule 144A Global Note will each have an ISIN and a Common Code and will be registered in the name of, and deposited with, a common depository on behalf of Euroclear and/or Clearstream.

Relationship of Participants with Clearing Systems

Each of the persons shown in the records of Euroclear and/or Clearstream as a Noteholder represented by a Global Note must look solely to Euroclear and/or Clearstream (as the case may be) for his share of each payment made by the Issuer to the holder of such Global Note and in relation to all other rights arising under the Global Note, subject to and in accordance with the respective rules and procedures of Euroclear and/or Clearstream. The Issuer expects that, upon receipt of any payment in respect of Notes represented by a Global Note, the common depository by whom such Note is held, or nominee in whose name it is registered, will immediately credit the relevant Participants' or accountholders' accounts in the relevant Clearing System with payments in amounts proportionate to their respective beneficial interests in the principal amount of the relevant Global Note as shown on the records of the relevant Clearing System or its nominee. The Issuer also expects that payments by Direct Participants in any Clearing System to owners of beneficial interests in any Global Note held through such Direct Participants in any Clearing System will be governed by standing instructions and customary practices. Save as aforesaid, such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note and the obligations of the Issuer will be discharged by

payment to the registered holder, as the case may be, of such Global Note in respect of each amount so paid. None of the Issuer, the Notes Trustee or any Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in any Global Note or for maintaining, supervising or reviewing any records relating to such ownership interests.

Settlement and Transfer of Notes

Subject to the rules and procedures of each applicable Clearing System, purchases of Notes held within a Clearing System must be made by or through Direct Participants, which will receive a credit for such Notes on the Clearing System's records. The ownership interest of each actual purchaser of each such Note (the "**Beneficial Owner**") will in turn be recorded on the Direct Participant and Indirect Participant's records. Beneficial Owners will not receive written confirmation from any Clearing System of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which such Beneficial Owner entered into the transaction. Transfers of ownership interests in Notes held within the Clearing System will be effected by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in such Notes, unless and until interests in any Global Note held within a Clearing System are exchanged for Definitive Notes.

No Clearing System has knowledge of the actual Beneficial Owners of the Notes held within such Clearing System and their records will reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by the Clearing Systems to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Trading between Euroclear and/or Clearstream Participants

Secondary market sales of book-entry interests in the Notes held through Euroclear and/or Clearstream to purchasers of book-entry interests in the Notes held through Euroclear and/or Clearstream will be conducted in accordance with the normal rules and operating procedures of Euroclear and/or Clearstream and will be settled using the procedures applicable to conventional Eurobonds.

Redemption of Global Notes

In the event any Global Note, or any portion thereof, is redeemed, Euroclear and/or Clearstream, as applicable, will distribute the amount received by it in respect of the Global Note so redeemed to the Beneficial Owner of book-entry interests in such Global Note, subject to any applicable withholding taxes. The redemption price payable in connection with the redemption of such book-entry interests will be equal to the amount received by Euroclear and/or Clearstream, as applicable, in connection with the redemption of such Global Note (or any portion thereof), subject to any applicable withholding taxes. The Issuer understands that under existing practices of Euroclear and Clearstream, if fewer than all of the Notes are to be redeemed at any time, Euroclear and/or Clearstream will credit their respective participants' accounts on a proportionate basis (with adjustments to prevent fractions) or by lot or on such other basis as they deem fair and appropriate; provided, however, that no book-entry interest of less than £100,000 in principal amount at maturity, or less, may be redeemed in part.

Payments on Global Notes

Payments of any amounts owing in respect of the Global Notes (including principal, premium, interest, additional interest and additional amounts) will be made by the Issuer to the Paying Agent. The Paying Agent will, in turn, make such payments to Euroclear and Clearstream, which will distribute such payments to participants in accordance with their respective procedures.

Under the terms of the Trust Deed, the Issuer, the Notes Trustee the Registrar, the Transfer Agent and the Paying Agent will treat the registered holder of the Global Notes (for example Euroclear or Clearstream) as the owner thereof for the purpose of receiving payments and for all other purposes. Consequently, none of the Issuer, the Notes Trustee, the Registrar, the Transfer Agent nor the Paying Agents or any of their respective agents has or will have any responsibility or liability for:

- any aspects of the records of 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 Euroclear or

Clearstream , or for maintaining, supervising or reviewing the records of Euroclear or Clearstream, or payments made on account of, a book-entry interest, or

- payments made by Euroclear or Clearstream, or for maintaining, supervising or reviewing the records of Euroclear or Clearstream or payments made on account of a book-entry interest, or
- Euroclear or Clearstream; or
- the records of the common depositary or the custodian.

Payments made 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 subscribers 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 the Global Notes will be paid to holders of interest in such Notes through Euroclear and/or Clearstream in pound sterling.

Action by Owners of Book-Entry Interests

Euroclear and Clearstream have advised the Issuer that they will take any action permitted to be taken by a Noteholder only at the direction of one or more participants to whose account 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. 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 Issuer Event of Default under the Notes, each of Euroclear and Clearstream reserves the right to exchange the Global Notes for Definitive Notes in certificated form, and to distribute such Definitive Notes to their respective participants.

TAXATION

IRELAND

The following is a summary of the principal Irish tax consequences for individuals and companies of ownership of the Additional Notes based on the laws and practice of the Irish Revenue Commissioners currently in force in Ireland and may be subject to change. It deals with Noteholders who beneficially own their Additional Notes as an investment. Particular rules not discussed below may apply to certain classes of taxpayers holding Additional Notes, such as dealers in securities, trusts, etc. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Additional Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Additional Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Taxation of Noteholders

Withholding Tax

In general, tax at the standard rate of income tax (currently 20 per cent.) is required to be withheld from payments of Irish source interest which should include interest payable on the Additional Notes.

Subject to the discussion below, the Issuer will not be obliged to make a withholding or deduction for or on account of Irish income tax from a payment of interest on an Additional Note so long as the interest paid on the relevant Additional Note falls within one of the following categories and meets the relevant conditions:

(a) Interest paid on a quoted Eurobond:

A quoted Eurobond is a security which is issued by a company (such as the Issuer), is listed on a recognised stock exchange (such as Euronext Dublin) and carries a right to interest. Provided that the Additional Notes carry an amount in respect of interest and are listed on Euronext Dublin (or any other recognised stock exchange), interest paid on them can be paid free of withholding tax provided that the person by or through whom the payment is made is not in Ireland, or if such person is in Ireland, either:

(i) the Additional Notes are held in a clearing system recognised by the Irish Revenue Commissioners (the Depository Trust Company ("**DTC**"), Euroclear and Clearstream are, amongst others, so recognised); or

(ii) the person who is the beneficial owner of the Additional Notes and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to a relevant person (such as a paying agent located in Ireland) in the prescribed form.

Thus, subject to the discussion below, so long as the Additional Notes continue to be quoted on a recognised stock exchange (such as Euronext Dublin) and are held in a clearing system recognised by the Irish Revenue Commissioners (DTC, Euroclear and Clearstream are, amongst others, so recognised), interest on the Additional Notes can be paid by any paying agent acting on behalf of the Issuer free of any withholding or deduction for or on account of Irish income tax. If the Additional Notes continue to be quoted but cease to be held in a recognised clearing system, interest on the Additional Notes may be paid without any withholding or deduction for or on account of Irish income tax provided such payment is made through a paying agent who is not in Ireland.

(b) Interest paid by a qualifying company within the meaning of Section 110 TCA 1997 to certain non-residents:

If, for any reason, the quoted Eurobond exemption referred to above does not or ceases to apply, interest payments may still be made free of withholding tax provided that the Issuer remains a "qualifying company" as defined in Section 110 TCA 1997 and the Noteholder who is beneficially entitled to the interest is a person which is resident in a Relevant Territory, and where the recipient is a company, the interest is not paid to it in connection with a trade or business carried on by it in Ireland through a branch or agency.

In this context, "**Relevant Territory**" means a member state of the EU (other than Ireland) or a country with which Ireland has signed a double tax treaty. The test of residence is determined by reference to the law of the Relevant Territory in which the Noteholder claims to be resident.

Interest or other distributions paid out on the Additional Notes which are profit dependent or any part of which exceeds a reasonable commercial return could, under certain anti-avoidance provisions, be

re-characterised as a non-deductible distribution and so be subject to dividend withholding tax in certain circumstances. However, this should not apply on the basis of a confirmation by the Issuer that, at the time the Additional Notes were issued, the Issuer was not in possession or aware of any information, including information about any arrangement or understanding in relation to ownership of the Additional Notes after that time, which could reasonably be taken to indicate that interest or other distributions paid on the Additional Notes would not be subject, without reduction computed by reference to the amount of such interest or other distribution, to a tax in a Relevant Territory which generally applies to profits, income or gains received in that Relevant Territory by persons from sources outside that Relevant Territory.

Encashment Tax

Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent.) from interest on any Note, where such interest is collected or realized by a bank or encashment agent in Ireland on behalf of any Noteholder. There is an exemption from encashment tax where the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank.

Stamp Duty

No stamp duty or similar tax is imposed in Ireland on the issue, transfer or redemption of the Additional Notes provided the Issuer is a qualifying company for the purposes of Section 110 of the TCA 1997 and the proceeds of the Additional Notes are used in the course of the Issuer's business.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a description of certain U.S. federal income tax considerations relevant to the acquisition, ownership, and disposition of the Additional Notes by a U.S. Holder (as defined below), except for the discussion under "*—FATCA*" below. This description only applies to Additional Notes held as capital assets (generally, property held for investment) and does not address, except as set forth below, aspects of U.S. federal income taxation that may be applicable to holders that are subject to special tax rules, such as:

- banks or other financial institutions;
- insurance companies;
- real estate investment trusts, individual retirement accounts or other tax deferred accounts;
- regulated investment companies;
- grantor trusts;
- tax-exempt organizations;
- persons that will own the Additional Notes through partnerships or other pass-through entities;
- dealers or traders in securities or currencies;
- U.S. Holders that have a functional currency other than the U.S. dollar;
- certain former citizens and long-term residents of the United States;
- U.S. Holders that use a mark-to-market method of accounting; or
- U.S. Holders that will hold an Additional Note as part of a position in a straddle or as part of a hedging, conversion or integrated transaction for U.S. federal income tax purposes.

Moreover, this description does not address the U.S. federal estate and gift tax or alternative minimum tax consequences of the acquisition, ownership, and disposition of the Additional Notes and does not address the 3.8% Medicare tax on net investment income that can also apply to certain U.S. Holders' capital gains and interest in respect of the Additional Notes or rules requiring persons that use the accrual method of accounting to include certain amounts in income no later than the time such amounts are reflected on certain financial statements. In addition, this discussion is limited to persons who purchase Additional Notes for cash pursuant to this offering at the offering price indicated on the cover page hereof. These Additional Notes will form part of the same issue of debt instruments as the Original Notes for U.S. federal income tax purposes. The issue price of the Additional Notes will be the same as the issue price of the Original Notes (i.e., the first price at which a substantial portion of the Original Notes are sold to the public). Each prospective purchaser should consult its own tax advisor with respect to the U.S. federal, state, local and non-U.S. tax consequences of acquiring, holding and disposing of the Additional Notes.

This description is based on the U.S. Internal Revenue Code of 1986 (as amended) (the "**Code**"), U.S. Treasury Regulations promulgated thereunder ("**Treasury Regulations**"), administrative pronouncements and judicial decisions, each as available and in effect on the date hereof. All of the foregoing are subject to change (possibly with retroactive effect) or differing interpretations, which could affect the tax considerations described herein. No opinion of counsel or ruling from the Internal Revenue Service ("**IRS**") has been or will be given with respect to any of the considerations discussed herein. No assurances can be given that the IRS would not assert, or that a court would not sustain, a position different from any of the tax considerations discussed below.

For purposes of this discussion, a U.S. Holder ("**U.S. Holder**") is a beneficial owner of the Additional Notes who for U.S. federal income tax purposes is:

- a citizen or individual resident of the United States;
- a corporation (or any other entity treated as a corporation for U.S. federal income tax purposes) organized in or under the laws of the United States or any State thereof, including the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (1) that has validly elected to be treated as a U.S. person for U.S. federal income tax purposes or (2)(a) the administration over which a U.S. court can exercise primary supervision and (b) all of the substantial decisions of which one or more U.S. persons have the authority to control.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds the Additional Notes, the tax treatment of the partnership and a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Such partner or partnership should consult its own tax advisor as to its tax consequences.

Persons considering the purchase, ownership or disposition of Additional 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.

Treatment of the Additional Notes as Debt

The Issuer expects the Additional Notes to be treated as debt and not as equity for U.S. federal income tax purposes; however no assurances can be given that the Issuer's position will not be successfully challenged by the IRS. If the Additional Notes are treated as equity in the Issuer for U.S. federal income tax purposes, U.S. Holders would likely be subject to adverse tax consequences, including those under the passive foreign investment company ("**PFIC**") rules (pursuant to which (i) all or a portion of any gain on disposition of the Additional Notes would be treated as ordinary income rather than capital gain, (ii) a deferred interest charge may apply to such gain and on certain distributions, which would include certain payments of stated interest, on the Additional Notes and (iii) a U.S. Holder would be required to comply with certain reporting requirements.

U.S. Holders are urged to consult their own tax advisors regarding the application of these rules to their particular situations. The discussion below assumes that the Additional Notes are treated as indebtedness for U.S. federal income tax purposes, except as otherwise described.

Redemptions and Additional Amounts

In certain circumstances, the Issuer may be obligated to make payments in excess of stated interest or principal of the Additional Notes, referred to herein as Additional Amounts (as defined in Condition 9 ("*Taxation*"); see Condition 9 ("*Taxation*")), or redeem the Additional Notes in advance of their expected maturity (see Condition 6 ("*Redemption, Purchase and Cancellation; Approved Exchange Offer*")). The Issuer believes, and intends to take the position if required, that the Additional Notes should not be treated as contingent payment debt instruments because of the possibility of such payments or redemptions. This position is based in part on assumptions regarding the likelihood, as of the date of issuance of the Additional Notes, of such payments or redemptions. Assuming such position is respected, any amounts paid to a U.S. Holder pursuant to any repurchase or redemption would be taxable as described below in " *—Sale, Exchange, Retirement or Other Taxable Disposition*" and any payments of Additional Amounts should be taxable as additional ordinary income when received or accrued, in accordance with such holder's method of accounting for U.S. federal income tax purposes. The IRS may, however, take a position contrary to the position described above, which could affect the timing and character of a U.S. Holder's income with respect to the Additional Notes, or have other adverse tax consequences. A U.S. Holder that desires to take the position that the Additional Notes are subject to the contingent payment debt instrument rules should consult with its tax advisor, including regarding the manner in which to disclose such position as required by applicable U.S. Treasury Regulations; the IRS may disagree with such holder's contrary position. U.S. Holders should consult their tax advisors regarding the potential application to the Additional Notes of the contingent payment debt instrument rules and the consequences thereof. This discussion assumes that the Additional Notes will not be treated as contingent payment debt instruments.

Pre-Issuance Accrued Interest

A portion of the purchase price of the Additional Notes may be attributable to the amount of unpaid stated interest accrued prior to the date the Additional Notes are purchased ("pre-issuance accrued interest"). The portion of the first stated interest payment that represents pre-issuance accrued interest should be treated as a non-taxable return of the pre-issuance accrued interest and should not be included in a U.S. Holder's tax basis in an Additional Note, except that a U.S. Holder generally would be required to recognize exchange gain or loss, in an amount equal to the difference, if any, between the U.S. dollar value of the pre-issuance accrued interest at the time of purchase and at the time the payment of such pre-issuance accrued interest is received, as determined at the spot rate in effect on each such date. Prospective purchasers of the Additional Notes are urged to consult their own tax advisors regarding pre-issuance accrued interest.

Payments and Accruals of Stated Interest

Except as discussed above with respect to pre-issuance accrued interest, stated interest paid on the Additional Notes generally will be treated as "qualified stated interest". Payments of "qualified stated interest"

on the Additional Notes (including any Additional Amounts and without reduction for any taxes withheld) generally will be taxable to a U.S. Holder as ordinary interest income at the time it is received or accrued, depending on the U.S. Holder's method of accounting for U.S. federal income tax purposes, as detailed below. The term "qualified stated interest" generally means stated interest that is unconditionally payable in cash or property (other than debt instruments of an issuer), or that is treated as constructively received, at least annually at a single fixed rate ("**qualified stated interest**").

Stated interest paid in pounds sterling will be included in a U.S. Holder's gross income in an amount equal to the U.S. dollar value of the pounds sterling, including the amount of any withholding tax thereon, regardless of whether the pounds sterling are converted into U.S. dollars. Generally, a U.S. Holder that uses the cash method of tax accounting will determine such U.S. dollar value using the spot rate of exchange on the date of receipt. A cash method U.S. Holder generally will not realize foreign currency gain or loss on the receipt of the interest payment but may have foreign currency gain or loss attributable to the actual disposition of the pounds sterling received. Generally, a U.S. Holder that uses the cash method of tax accounting will determine the U.S. dollar value of accrued interest income using the average rate of exchange for the accrual period (or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within each taxable year). Alternatively, an accrual basis U.S. Holder may make an election (which must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS) to translate accrued interest income at the spot rate of exchange on the last day of the accrual period (or the last day of the portion of the accrual period within each taxable year in the case of a partial accrual period) or the spot rate on the date of receipt, if that date is within five business days of the last day of the accrual period. A U.S. Holder that uses the accrual method of accounting for tax purposes will recognize foreign currency gain or loss in an amount equal to any difference between the U.S. dollar value of the pounds sterling interest payment (determined on the basis of the spot rate on the date the interest payment is received) in respect of the accrual period and the U.S. dollar value of the interest income that has accrued during the accrual period (as determined above) regardless of whether the payment is converted to U.S. dollars. This foreign currency gain or loss will be ordinary income or loss and generally will not be treated as an adjustment to interest income or expense. Foreign currency gain or loss generally will be U.S. source provided that the residence of a taxpayer is considered to be the United States for purposes of the rules regarding foreign currency gain or loss.

Interest included in a U.S. Holder's gross income with respect to the Additional Notes will be treated as foreign source income for U.S. federal income tax purposes. The limitation on non-U.S. taxes eligible for the U.S. foreign tax credit is calculated separately with respect to specific "baskets" of income. For this purpose, interest generally should constitute "passive category income". Any non-U.S. withholding tax paid by a U.S. Holder at the rate applicable to the U.S. Holder may be eligible for foreign tax credits (or deduction in lieu of such credits) for U.S. federal income tax purposes, subject to applicable limitations. U.S. Holders should consult their own tax advisors regarding the availability of foreign tax credits.

Amortizable Bond Premium

If a U.S. Holder purchases Additional Notes for an amount (excluding any portion thereof allocable to pre-issuance accrued Additional interest) greater than the sum of all amounts (other than qualified stated interest) payable with respect to the Additional Notes after the date of acquisition, the U.S. Holder will be treated as having purchased the Additional Notes with amortizable "bond premium". A U.S. Holder may elect to amortize the premium (or, if it results in a smaller premium attributable to the period before an earlier call date, an amount determined with reference to the amount payable on the earlier call date with respect to such period) from the purchase date to the maturity date of the Additional Notes under a constant yield method.

Amortizable bond premium generally may be deducted against interest income on such Additional Notes and generally may not be deducted against other income. A U.S. Holder's basis in an Additional Note will be reduced by any premium amortization deductions. An election to amortize premium on a constant yield method, once made, generally applies to all debt obligations held or subsequently acquired by such U.S. Holder during the taxable year of the election and thereafter, and may not be revoked without IRS consent.

Amortizable bond premium in respect of an Additional Note will be computed in pound sterling and will reduce interest income in pound sterling. At the time amortized bond premium offsets interest income, exchange gain or loss, which will be taxable as ordinary income or loss, will be realized on the amortized bond premium on such Additional Note based on the difference between (1) the spot rate of exchange on the date or dates such premium is recovered through interest payments on the Additional Note and (2) the spot rate of exchange on the date on which the U.S. Holder acquired the Additional Note.

With respect to a U.S. Holder that does not elect to amortize bond premium, the amount of bond premium will reduce a gain or increase a loss upon sale, exchange or other disposition or result in a loss when the bond matures.

The bond premium rules are complicated, and U.S. Holders are urged to consult their own tax advisors regarding the tax consequences of owning and disposing of Additional Notes with bond premium, including the availability of certain elections.

Market Discount

An Additional Note has "market discount" in the hands of a U.S. Holder if the Additional Note's "adjusted issue price" exceeds its tax basis in the hands of the U.S. Holder immediately after its acquisition, unless a statutorily defined de minimis exception applies. Gain recognized by a U.S. Holder with respect to an Additional Note with market discount generally will be treated as ordinary income to the extent of the market discount accrued on the Additional Note, unless such U.S. Holder has previously elected to include such market discount in income as it accrued for U.S. federal income tax purposes. An election to include market discount in income currently, once made, will apply to all market discount obligations acquired by the U.S. Holder during the taxable year of the election and thereafter, and may not be revoked without the consent of the IRS.

Market discount on an Additional Note will be accrued in pounds sterling. If a U.S. Holder elects to include market discount on an Additional Note in income currently, the accrued market discount will be translated into U.S. dollars at the average exchange rate for the accrual period (or portion thereof within the U.S. Holder's taxable year). If a U.S. Holder does not elect to include market discount on an Additional Note in income currently, the accrued market discount will be translated into U.S. dollars at the spot rate of exchange on the date the Additional Note is disposed of or matures. Such a U.S. Holder may be required to defer, until the maturity of the Additional Note or the earlier disposition (including certain non-taxable dispositions) of the Additional Note, the deduction of all or a portion of the interest expense on any indebtedness incurred or maintained to purchase or carry such Additional Note. Upon the receipt of an amount attributable to accrued market discount, the U.S. Holder may recognize U.S. source exchange gain or loss (which will be taxable as ordinary income or loss) equal to the difference, if any, between the U.S. dollar value of the foreign currency payment received (determined based on the spot rate on the date amounts attributable to market discount are received) and the U.S. dollar amount of the accrued market discount previously included in income.

The Original Notes priced at par.

Sale, Exchange, Retirement or Other Taxable Disposition

A U.S. Holder generally will recognize gain or loss on the sale, exchange, retirement or other taxable disposition of an Additional Note equal to the difference, if any, between the amount realized on such sale, exchange, retirement or other taxable disposition less any amount allocable to accrued but unpaid stated interest (excluding amounts in respect of pre-issuance accrued interest treated as a return of capital), which amount will be taxable as ordinary interest income to the extent not previously so taxed, as described above in " *—Payments and Accruals of Stated Interest*", regardless of whether the U.S. Holder otherwise realizes a gain on the transaction, and the U.S. Holder's adjusted tax basis in such Additional Note.

A U.S. Holder's adjusted tax basis in an Additional Note generally will be its U.S. dollar cost, reduced by any cash payments (other than payments of stated interest) and increased by any market discount previously accrued. If a U.S. Holder purchases an Additional Note with pounds sterling, the U.S. dollar cost of the Additional Note generally will be the U.S. dollar value of the purchase price (excluding any amount attributable to pre-issuance accrued interest) on the date of purchase calculated at the spot rate of exchange on that date. The amount realized upon the disposition of an Additional Note generally will be the U.S. dollar value of the amount received on the date of the disposition (excluding any amount attributable to pre-issuance accrued interest) calculated at the spot rate of exchange on that date. However, if the Additional Note is traded on an established securities market, a cash basis U.S. Holder (and, if it so elects, an accrual basis U.S. Holder) should determine the U.S. dollar value of the cost of or amount received on the Additional Note, as applicable, by translating the amount paid or received at the spot rate of exchange on the settlement date of the purchase or disposition, as applicable. The election available to accrual basis U.S. Holders in respect of the purchase and disposition of Additional Notes traded on an established securities market must be applied consistently to all debt instruments from year to year and cannot be changed without the consent of the IRS.

Subject to the foreign currency rules discussed below and market discount rules discussed above, any gain or loss recognized on the sale, exchange, retirement, or other taxable disposition of an Additional Note generally

will be U.S. source capital gain or loss. Gain or loss will be long-term capital gain or loss if the U.S. Holder has held the Additional Note for more than one year. A non- corporate U.S. Holder's long-term capital gain is currently taxed at preferential rates. The ability of a U.S. Holder to offset capital losses against ordinary income is limited.

Gain or loss recognized by a U.S. Holder on the sale, exchange, retirement or other taxable disposition of an Additional Note generally will be treated as ordinary income or loss to the extent that the gain or loss is attributable to changes in foreign currency exchange rates during the period in which the U.S. Holder held such Additional Note. Such foreign currency gain or loss will equal the difference between (i) the U.S. dollar value of the U.S. Holder's pounds sterling purchase price (excluding any amount attributable to pre-issuance accrued interest, and reduced by any amortizable bond premium taken with respect to such Additional Notes) for the Additional Note calculated at the spot rate of exchange on the date of the sale, exchange, retirement or other taxable disposition and (ii) the U.S. dollar value of the U.S. Holder's pounds sterling purchase price (excluding any amount attributable to pre-issuance accrued interest, and reduced by any amortizable bond premium taken with respect to such Additional Notes) for the Additional Note calculated at the spot rate of exchange on the date of purchase of the Additional Note. The realization of any foreign currency gain or loss, including foreign currency gain or loss with respect to amounts attributable to accrued and unpaid stated interest and any OID, will be limited to the amount of overall gain or loss realized on the disposition of an Additional Note.

Exchange of Amounts in Other than U.S. Dollars

If a U.S. Holder receives pounds sterling as interest on an Additional Note or on the sale, exchange, retirement or other taxable disposition of an Additional Note, such U.S. Holder's tax basis in the pounds sterling will equal the U.S. dollar value when the pounds sterling are received. If a U.S. Holder purchased an Additional Note with previously owned non-U.S. currency, gain or loss on such currency will be recognized in an amount equal to the difference, if any, between the U.S. Holder's tax basis in such currency and the spot rate on the date of purchase of the Additional Note. Any such gain or loss generally will be treated as ordinary income or loss from sources within the United States provided that the residence of the U.S. Holder is considered to be the United States for purposes of the rule governing foreign currency transactions.

Reportable Transaction Reporting

Under the 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 Additional Notes as a reportable transaction if this loss exceeds the relevant threshold in the Treasury 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 Additional Notes, or any related transaction, including without limitation, the disposition of any non-U.S. currency received as interest or as proceeds from the sale, exchange, retirement or other taxable disposition of the Additional Notes.

Further Notes

The Issuer may issue Further Notes as defined in Condition 20 ("*Issue of Further Notes*"). These Further Notes, even if they are treated for non-tax purposes as part of the same series as the Original or Additional Notes, in some cases may not be fungible with the Original and Additional Notes for U.S. federal income tax purposes, which may affect the market value of the Original and Additional Notes even if the Further Notes are not otherwise distinguishable from the Original or Additional Notes.

Reporting and Backup Withholding

Backup withholding and information reporting requirements may apply to certain payments of principal of, and interest on an Additional Note and to proceeds of the sale, exchange, retirement or other taxable disposition of a Note, to certain U.S. Holders. The payor will be required to backup withhold tax on payments made within the United States, or by a U.S. payor or U.S. middleman or certain of their affiliates, on an Additional Note to, or from gross proceeds of the sale or disposition of an Additional Note paid to, a U.S. Holder if the U.S. Holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, the backup withholding requirements.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. Holder's U.S. federal income tax liability. A U.S. Holder may obtain a refund of any excess

amounts withheld under the backup withholding rules by filing the appropriate claim for a refund with the IRS and furnishing any required information in a timely manner.

Certain U.S. Holders are required to report information relating to an interest in the Additional Notes, subject to certain exceptions (including an exception for Additional Notes held in custodial accounts maintained by certain financial institutions). U.S. Holders are urged to consult their own tax advisors regarding the effect, if any, of this requirement on their ownership and disposition of the Additional Notes.

FATCA

FATCA generally imposes withholding at a rate of 30% on payments of interest made to any foreign entity on debt obligations generating U.S. source interest or certain other debt obligations generating non-U.S. source interest including "foreign passthru payments" made by a foreign financial institution, unless the foreign financial institution complies with certain reporting rules under FATCA or otherwise qualifies for an exemption. Currently, the term "foreign passthru payment" is not defined and it is unclear whether or to what extent payments on the Additional Note would be considered foreign passthru payments, assuming the issuer would be considered a foreign financial institution. If and when such regulations are issued, the Additional Notes will be grandfathered and FATCA withholding should not apply to the Additional Notes to the extent otherwise applicable. If, however, the Additional Notes are modified more than six months after the date final regulations defining a foreign passthru payment are published FATCA withholding may apply (effective beginning two years from such date of publication), and holders and beneficial owners of the Additional Notes will not be entitled to receive any Additional Amounts to compensate them for any such withholding. In addition, if Further Notes are issued after the expiration of the grandfathering period and have the same ISIN or CUSIP as the Additional Notes issued hereby, then withholding agents may treat all notes bearing the same ISIN or CUSIP, including any Additional Notes issued hereby, as subject to withholding under FATCA. Holders should consult their tax advisors regarding the availability of a refund in such circumstances. The intergovernmental agreement between Ireland and the United States modifies the requirements in this paragraph and an intergovernmental agreement between the United States and a foreign country where a holder or intermediary is located may further modify such requirements. Prospective holders should consult their tax advisors regarding the possible implications of this legislation on their investment in the Additional Notes.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE OF IMPORTANCE TO A PARTICULAR PURCHASER. EACH PROSPECTIVE PURCHASER IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES TO IT OF AN INVESTMENT IN THE ADDITIONAL NOTES IN LIGHT OF THE PURCHASER'S OWN CIRCUMSTANCES.

CERTAIN ERISA CONSIDERATIONS

The Additional Notes are not eligible for purchase by or using the assets of a Benefit Plan Investor or any other employee benefit plan (within the meaning of Section 3(3) of ERISA) which is subject to Similar Laws.

Under ERISA and a regulation issued by the U.S. Department of Labor at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA (the "**Plan Asset Regulation**"), the assets of an entity that is neither a publicly-offered security nor a security issued by an investment company registered under the Investment Company Act will be deemed to constitute "plan assets" for the purposes of ERISA and the Code if a Benefit Plan Investor acquires an "equity interest" in the entity and none of the exceptions contained in the Plan Asset Regulation is applicable. An equity interest is defined under the Plan Asset Regulation as an interest other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Under the exceptions in the Plan Asset Regulation, an entity will not be deemed to hold plan assets if (i) participation in the entity by Benefit Plan Investors is not "significant" (e.g. Benefit Plan Investors hold less than 25% of each class of equity interest in the entity), or (ii) the entity is an operating company, including a "venture capital operating company" or "real estate operating company".

Although there is little guidance on the subject, at the time of their issuance, the Additional Notes may be treated as equity interests of the Issuer for purposes of the Plan Asset Regulation. The Additional Notes are not a publicly-offered security and the Issuer is not an investment company registered under the Investment Company Act. Furthermore, it is not expected that the Issuer will be an operating company for purposes of the Plan Asset Regulations, and the Issuer will not be able to monitor the level of Benefit Plan Investor participation in the Additional Notes in order to maintain such participation below the 25% threshold. Therefore, there can be no guarantee that the assets of the Issuer will not be deemed to include plan assets if the Additional Notes were to be treated as equity interests of the Issuer. Certain transactions involving the Issuer might be deemed to constitute prohibited transactions under Section 406 of ERISA or Section 4975 of the Code or Similar Laws if the assets of the Issuer are deemed to include plan assets under ERISA, the Code, or such Similar Laws. As a result, the Additional Notes will not be made available for purchase by Benefit Plan Investors or employee benefit plans (within the meaning of Section 3(3) of ERISA) subject to Similar Laws, and any purchase of a Note by such a Benefit Plan Investor or employee benefit plan will be null and void.

Each acquirer and each transferee of a Note or any interest therein will be deemed to have represented, warranted and agreed at the time of its acquisition and throughout the period that it holds such Note or any interest therein that it is not, and is not acting on behalf of (and for so long as such acquirer or transferee holds such Additional Notes or any interest therein will not be, and will not be acting on behalf of) a Benefit Plan Investor or an employee benefit plan which is subject to Similar Laws, and no part of the assets used by it to acquire or hold any Note or any interest therein constitutes the assets of any Benefit Plan Investor or any such employee benefit plan.

Legal Investment Considerations

If your investment activities are subject to regulation by federal, state or local law or governmental authorities you should review the applicable laws and/or rules, policies and guidelines adopted from time to time by such authorities before purchasing any Additional Notes. No representation is made as to the proper characterisation of the Additional Notes for legal investment or other purposes or as to the ability of particular investors to purchase any Additional Notes under applicable law or other legal investment restrictions. Accordingly, if your investment activities are subject to such laws and/or regulations, regulatory capital requirements or review by regulatory authorities you should consult your own legal advisers in determining whether and to what extent the Additional Notes constitute a legal investment or are subject to investment, capital or other restrictions.

None of the Issuer, the Initial Purchasers, VMIH, Virgin Media, Liberty Global plc or any person who controls them or any director, officer, employee or agent of any of theirs or affiliate of any such person make any representation as to the proper characterisation of the Additional Notes for legal investment or other purposes, as to the ability of particular investors to purchase the Additional Notes for legal investment or other purposes or as to the ability of particular investors to purchase the Additional Notes under applicable investment restrictions. All institutions whose activities are subject to legal investment laws and regulations, regulatory capital requirements or review by regulatory authorities should consult their own legal advisers in determining whether and to what extent the Additional Notes are subject to investment, capital or other restrictions. Without limiting the generality of the foregoing, none of the Issuer, the Initial Purchasers, VMIH, Virgin Media, Liberty Global plc or any person who controls them or any director, officer, employee or agent of any of theirs or affiliate of any such person makes any representation as to the characterisation of the Additional Notes as a U.S.-domestic or foreign (non-U.S.) investment under any state insurance code or related regulations, and they are not aware of any published precedent that addresses such characterisation. The uncertainties described above (and any unfavorable future determinations concerning legal investment or financial institution regulatory characteristics of the Additional Notes) may affect the liquidity of the Additional Notes.

PLAN OF DISTRIBUTION

The Subscription Agreement dated as of June 10, 2020 will be entered into among the Issuer, Virgin Media, VMIH and the Initial Purchasers in respect of the Additional Notes. Upon the terms and subject to the conditions contained in the Subscription Agreement, the Issuer has agreed to sell to each Initial Purchaser, and each Initial Purchaser has severally agreed to purchase from the Issuer, the principal amount of Additional Notes set forth therein.

The obligations of the Initial Purchasers to purchase the Additional Notes under the Subscription Agreement are several and not joint, are subject to approval of certain legal matters by counsel and to certain conditions precedent and the Initial Purchasers are entitled in certain circumstances to be released and discharged from their obligations under the Subscription Agreement prior to the closing of the issuance of the Additional Notes. In the Subscription Agreement, VMIH and Virgin Media, jointly and severally, as well as the Issuer, agree to indemnify each of the Initial Purchasers against certain liabilities under the Securities Act, the Exchange Act or otherwise, or to contribute to payments each Initial Purchaser may be required to make in respect thereof.

Selling Restrictions

European Economic Area

Prohibition of Offers To EEA Retail Investors

The Additional Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). No key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Additional Notes or otherwise making them available to retail investors in the EEA has been prepared. Offering or selling the Additional Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Professional Investors and ECPS Only Target Market

Solely for the purposes of the product approval process of each manufacturer, the target market assessment in respect of the Additional Notes described in this Offering Circular has led to the conclusion that: (i) the target market for such Additional Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of such Additional Notes to eligible counterparties and professional clients are appropriate. The target market and distribution channel(s) may vary in relation to sales outside the EEA or the U.K. in light of local regulatory regimes in force in the relevant jurisdiction. Any person subsequently offering, selling or recommending such Additional Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of such Additional Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

United States of America

The Additional Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or the state securities laws of any state of the United States of America and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in transactions pursuant to an exemption from, or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

No action has been taken or is being contemplated by the Issuer that would permit a public offering of the Additional Notes or possession or distribution of this Offering Circular or any amendment thereof, or supplement thereto or any other offering material relating to the Additional Notes in any jurisdiction where, or in any other circumstances in which, action for those purposes is required. No offers, sales or deliveries of any Additional Notes, or distribution of this Offering Circular or any other offering material relating to the Additional Notes, may be made in or from any jurisdiction except in circumstances that will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer or the Initial Purchasers. Because of the restrictions contained in the front of this Offering Circular, you are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Additional Notes.

Each of the Initial Purchasers agrees that it or one or more of its affiliates will sell or arrange for the sale (as applicable) of Additional Notes only to or with, in each case, (a) purchasers it reasonably believes to be both (x) Qualified Institutional Buyers and (y) Qualified Purchasers and (b) non-U.S. persons in offshore transactions pursuant to Regulation S. Resales of the Additional Notes in reliance on Rule 144A or otherwise in a transaction exempt from the registration requirements under the Securities Act, as the case may be, are restricted as described under "*Transfer Restrictions*". Beneficial interests in a Regulation S Global Note may not be held by a U.S. person at any time, and resales of the Additional Notes offered in offshore transactions to non-U.S. persons in reliance on Regulation S may be effected only in accordance with the transfer restrictions described herein. As used in this paragraph, the terms "United States" and "U.S". have the meanings given to them by Regulation S.

United Kingdom

Each of the Initial Purchasers 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 Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of the Additional Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; 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 Additional Notes in, from or otherwise involving the United Kingdom.

Ireland

Each Initial Purchaser has warranted and undertaken to the Issuer that:

(a) it will not underwrite the issuance of, or place the Additional Notes, otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations (as amended, the "**MiFID Regulations**"), including, without limitation, Regulations 5 (Requirement for Authorisation) thereof or any codes of conduct made under the MiFID Regulations and the provisions of the Investor Compensation Act 1998 (as amended);

(b) it will not underwrite the issuance of, or place, the Additional Notes, otherwise than in conformity with the provisions of the Companies Act 2014 (as amended, the "**Companies Act**"), the Central Bank Acts 1942—2019 (as amended) and any codes of practice made under Section 117(1) of the Central Bank Act 1989 (as amended);

(c) it will not underwrite the issuance of, or place, or do anything in Ireland in respect of the Additional Notes otherwise than in conformity with the provisions of the Prospectus Regulation, the European Union (Prospectus) Regulations 2019 (as amended) and any rules issued by the Central Bank of Ireland under Section 1363 of the Companies Act; and

(d) it will not underwrite the issuance of, place or otherwise act in Ireland in respect of the Additional Notes, otherwise than in conformity with the provisions of the Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 and any rules or guidance issued by the Central Bank of Ireland under Section 1370 of the Companies Act.

Miscellaneous

This document does not constitute, and may not be used for the purpose of, an offer or solicitation in or from any jurisdiction where such an offer or solicitation is not authorized.

Attention is drawn to the information set out on the inside front cover of this document in respect of restrictions on offers and sales of the Additional Notes and on distribution of documents.

You should be aware that the laws and practices of certain countries require investors to pay stamp taxes and other charges in connection with the purchases of securities.

We expect that delivery of the Additional Notes will be made against payment on the Additional Notes on or about the date specified on the cover page of this Offering Circular, which will be five business days (as such term is used for purposes of Rule 15c6-1 of the U.S. Exchange Act) following the date of pricing of the Additional Notes (this settlement cycle is being referred to as "T+5"). Under Rule 15c6-1 of the U.S. Exchange Act, trades in the secondary market generally are required to settle in two business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Additional Notes on the

date of this Offering Circular or the next two business days will be required to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the Additional Notes who wish to make such trades should consult their own advisors.

The Additional Notes are a new issue of securities for which there is currently no market. The Issuer will apply to list the Additional Notes on the Official List of Euronext Dublin and for the admission for trading on the Global Exchange Market thereof as soon as practicable after the Issue Date thereof, but it cannot assure you that the Additional Notes will become or remain listed. If the Issuer can no longer maintain the listing on the Official List of Euronext Dublin or it becomes unduly burdensome to make or maintain such listing (for the avoidance of doubt, the preparation of financial statements in accordance with the International Financial Reporting Standards or any accounting standard other than U.S. GAAP and any other standard pursuant to which Virgin Media prepares its financial statements shall constitute such undue burden), the Issuer may cease to make or maintain such listing on the Official List of Euronext Dublin, *provided* that the Issuer will use all reasonable efforts to obtain and maintain the listing of the Additional Notes on another stock exchange (which may be a stock exchange that is not regulated by the European Union), although there can be no assurance that the Issuer will be able to do so. Notwithstanding the foregoing, the Issuer may, at its sole option at any time, without the consent of the Noteholders or the Notes Trustee, delist the Additional Notes from any stock exchange, for the purposes of moving the listing of the Additional Notes to The International Stock Exchange. The Initial Purchasers are not under an obligation to make a market in the Additional Notes and any market making activity, if commenced, may be discontinued at any time. In addition, such market making activities will be subject to the limits imposed by the Securities Act and the U.S. Exchange Act. Accordingly, there can be no assurance that a secondary market for the Additional Notes will develop, or if one does develop, that it will continue. Accordingly, no assurance can be given as to the liquidity of or trading market for the Additional Notes.

No action has been taken or is being contemplated by the Issuer that would permit a public offering of the Additional Notes or possession or distribution of this Offering Circular or any amendment thereof, or supplement thereto or any other offering material relating to the Additional Notes in any jurisdiction (other than Ireland) where, or in any other circumstances in which, action for those purposes is required. No offers, sales or deliveries of any Additional Notes, or distribution of this Offering Circular or any other offering material relating to the Additional Notes, may be made in or from any jurisdiction except in circumstances that will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer or the Initial Purchasers. Because of the restrictions contained in the front of this Offering Circular, you are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Additional Notes.

The Additional Notes are offered when, as and if issued, subject to prior sale or withdrawal, cancellation or modification of the offer without notice and subject to approval of certain legal matters by counsel and certain other conditions.

Persons into whose hands this Offering Circular comes are required by the Issuer and the Initial Purchasers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Additional Notes or have in their possession, distribute or publish this Offering Circular or any other offering material relating to the Additional Notes, in all cases at their own expense.

In connection with the offering of the Additional Notes, the Stabilizing Manager may engage in overallotment, stabilizing transactions and syndicate covering transactions. Overallotment involves sales in excess of the offering size, which creates a syndicate short position. Stabilizing transactions involve bids to purchase the Additional Notes in the open market for the purpose of pegging, fixing or maintaining the price of the Additional Notes. Syndicate covering transactions involve purchases of the Additional Notes in the open market after the distribution has been completed in order to cover short positions. Stabilizing transactions and syndicate covering transactions may cause the price of the Additional Notes to be higher than it would otherwise be in the absence of those transactions. If the Stabilizing Manager engages in stabilizing or syndicate covering transactions, it may discontinue them at any time.

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. Certain of the Initial Purchasers and/or their respective affiliates have, from time to time, performed, and may in the future perform, various consulting, financial advisory, investment banking, hedging, commercial lending and capital markets services for Virgin Media and Liberty Global, for which they received or will receive customary fees and expenses. Certain of the Initial Purchasers and/or their respective affiliates have arranged and made loans to subsidiaries of Liberty Global or Virgin Media in the past. Certain of the Initial Purchasers and/or their respective

affiliates that have a lending relationship with, and/or own outstanding debt securities of, Virgin Media and/or its affiliates have hedged, and are likely to hedge in the future, their credit exposure to Virgin Media and/or its affiliates consistent with their risk management policies. Typically, the Initial Purchasers and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the Additional Notes. Any such credit default swaps or short positions could adversely affect future trading prices of the Additional Notes. In addition, certain of the Initial Purchasers and/or their respective affiliates provide Virgin Media and/or its affiliates, from time to time, with hedging services, and may act as counterparties to certain hedging agreements entered into by Virgin Media and/or its affiliates and such parties will receive customary fees and commissions for their services in such capacities.

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 Issuer. 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.

Certain Initial Purchasers are lenders under facilities of the VM Credit Facility, and certain of the Initial Purchasers and/or affiliates are parties to certain hedging arrangements with Virgin Media and/or its subsidiaries. In addition, certain of the Initial Purchasers and/or their affiliates are party to certain hedging arrangements with the Virgin Media Group and may be counterparties to certain cross-currency swap contracts that we may enter into with respect to the Additional Notes.

The overall exposure of certain Initial Purchasers to the Virgin Media Group could be indirectly reduced as a result of the Excess Cash Loans under the Excess Cash Facility.

Certain Initial Purchasers are not broker-dealers registered with the SEC under Section 15 of the Exchange Act and, therefore, may not make sales of any Additional Notes in the United States or to U.S. persons, except in compliance with applicable U.S. laws and regulations. To the extent that such Initial Purchasers intend to effect sales of the Additional Notes in the United States, they will do so only through one or more U.S. registered broker-dealers or otherwise as permitted by applicable U.S. securities law.

TRANSFER RESTRICTIONS

Because of the following restrictions, you are advised to consult legal counsel prior to making any offer, resale, or transfer of the Additional Notes. The Additional Notes have not been registered under the Securities Act or any state securities or "Blue Sky" laws or the securities laws of any other jurisdiction and, accordingly, may not be reoffered, resold, pledged or otherwise transferred except in accordance with the restrictions described herein and set forth in the Trust Deed.

(a) The Additional Notes have not been registered under the Securities Act or any state securities or "Blue Sky" laws or the securities laws of any other jurisdiction and, accordingly, may not be reoffered, resold, pledged or otherwise transferred except in accordance with the restrictions described herein and set forth in the Trust Deed.

(b) Without limiting the foregoing, by holding an Additional Note, you will acknowledge and agree, among other things, that you understand that the Issuer is not registered as an investment company under the Investment Company Act and that, in connection with any subsequent resale or transfer of the Additional Notes that are made in reliance on Rule 144A, the Issuer will not be registered as an investment company under the Investment Company Act, in reliance upon the exception contained in Section 3(c)(7) of the Investment Company Act for companies (a) whose outstanding securities offered within the U.S. are beneficially owned by U.S. residents that are "qualified purchasers" or "knowledgeable employees" with respect to the Issuer at the time of acquisition of such securities and certain transferees thereof identified in Rules 3c-5 or 3c-6 under the Investment Company Act and (b) which do not make, or propose to make, a public offering of their securities in the United States. Section 2(a)(51) of the Investment Company Act defines the term "qualified purchaser" and the U.S. Securities and Exchange Commission (the "**SEC**") has designated several additional classes of qualified purchasers, including companies beneficially owned exclusively by one or more "qualified purchasers". Each of the following would fall within the definition of "qualified purchaser":

    (i) a natural person who owns not less than $5,000,000 in "investments". as such term has been defined in (and as the value of such investments are calculated pursuant to) the relevant rules promulgated by the SEC as of the date hereof;

    (ii) a company that owns not less than $5,000,000 in "investments" and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons;

    (iii) a trust that is not covered by clause (ii) and that was not formed for the specific purpose of acquiring the securities offered, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who contributed assets to the trust, is a person described in clause (i), (ii) or (iv); or

    (iv) a person, acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis, not less than $25,000,000 in "investments";

provided that, in the case of an entity that would be an investment company but for the exclusions from the Investment Company Act provided by Section 3(c)(1) or Section 3(c)(7) thereof ("excepted investment company"), (i) all of the beneficial owners of its outstanding securities (other than short-term paper) that acquired such securities on or before April 30, 1996 ("pre-amendment beneficial owners") and (ii) all of the pre-amendment beneficial owners of the outstanding securities (other than short-term paper) of an excepted investment company that directly or indirectly own any of its outstanding securities, must have consented to its treatment as a "qualified purchaser".

Global Notes

If you are either an initial purchaser or a transferee of Additional Notes represented by an interest in a Global Note you will be deemed to have represented and agreed as follows (except as may be expressly agreed in writing between you and the Issuer, if you are an initial purchaser):

(a) In connection with the purchase of such Additional Notes: (A) none of (i) the Issuer, the Initial Purchasers, VMIH, Virgin Media, Liberty Global plc or any person who controls them or any director, officer, employee or agent of any of theirs or affiliate of any such person, or (ii) the Notes Trustee, the Security Trustee, the Transfer Agent, any other Agent or any other party to the transaction contemplated by this Offering Circular or any of their respective affiliates, is acting as a fiduciary or financial or investment

adviser for such beneficial owner; (B) such beneficial owner is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of (i) the Issuer, the Initial Purchasers, VMIH, Virgin Media, Liberty Global plc or any person who controls them or any director, officer, employee or agent of any of theirs or affiliate of any such person, or (ii) the Notes Trustee, the Security Trustee, the Transfer Agent, any other Agent or any other party to the transaction contemplated by this Offering Circular or any of their respective affiliates, other than any statements in this Offering Circular, and such beneficial owner has read and understands this Offering Circular; (C) such beneficial owner has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers to the extent it has deemed necessary and has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Trust Deed) based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by (i) the Issuer, the Initial Purchasers, VMIH, Virgin Media, Liberty Global plc or any person who controls them or any director, officer, employee or agent of any of theirs or affiliate of any such person, or (ii) the Notes Trustee, the Security Trustee, the Transfer Agent, any other Agent or any other party to the transaction contemplated by this Offering Circular or any of their respective affiliates; (D) such beneficial owner is either (1) (in the case of a beneficial owner of an interest in a Rule 144A Global Note) both (a) a "qualified institutional buyer" (as defined under Rule 144A under the Securities Act) that is not a broker-dealer which owns and invests on a discretionary basis less than $25,000,000 in securities of issuers that are not affiliated persons of the dealer and is not a plan referred to in paragraph (a)(1)(i)(d) or (a)(1)(i)(e) of Rule 144A under the Securities Act or a trust fund referred to in paragraph (a)(1)(i)(f) of Rule 144A under the Securities Act that holds the assets of such a plan, if investment decisions with respect to the plan are made by beneficiaries of the plan and (b) a "qualified purchaser" as defined in Section 2(a)(51) of, and Rules 2a51-1, 2a51-2 and 2a51-3 under, the Investment Company Act, or (2) not a "U.S. person" (as defined in Regulation S) and is acquiring the Additional Notes in an offshore transaction (as defined in Regulation S) in reliance on the exemption from registration provided by Regulation S; (E) such beneficial owner is acquiring its interest in such Additional Notes for its own account; (F) such beneficial owner was not formed for the purpose of investing in such Additional Notes; (G) such beneficial owner understands that the Issuer may receive a list of participants holding interests in the Additional Notes from one or more book-entry depositories; (H) such beneficial owner will hold and transfer at least the minimum denomination of such Additional Notes; (I) such beneficial owner will provide notice of the relevant transfer restrictions to subsequent transferees; and (J) such beneficial owner, it is not acquiring any Additional Note as part of a plan to reduce, avoid or evade U.S. federal income tax.

(b) Each acquirer and each transferee of an Additional Note or any interest therein will be deemed to have represented, warranted and agreed at the time of its acquisition and throughout the period that it holds such Additional Note or any interest therein that it is not, and is not acting on behalf of (and for so long as such acquirer or transferee holds such Additional Notes or any interest therein will not be, and will not be acting on behalf of) a Benefit Plan Investor or an employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to any Similar Laws, and no part of the assets to be used by such acquirer or transferee to acquire or hold such Additional Notes or any interest therein constitutes the assets of any Benefit Plan Investor or any such employee benefit plan.

(c) Such beneficial owner understands that such Additional Notes are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, such Additional Notes have not been and will not be registered under the Securities Act, and, if in the future such beneficial owner decides to offer, resell, pledge or otherwise transfer such Additional Notes, such Additional Notes may be offered, resold, pledged or otherwise transferred only in accordance with the provisions of the Trust Deed and the legend on such Additional Notes. Such beneficial owner acknowledges that no representation has been made as to the availability of any exemption under the Securities Act or any state securities laws for resale of such Additional Notes. Such beneficial owner understands that the Issuer has not been registered, and will not register, under the Investment Company Act, and, that the Issuer intends to comply with the exception under Section 3(c)(7) of the Investment Company Act in order to avoid the adverse consequences of failing to register as an "investment company". Such beneficial owner understands that any transferee will be a Qualified Institutional Buyer that is also a Qualified Purchaser or a non-U.S. person.

(d) Such beneficial owner is aware that, except as otherwise provided in the Trust Deed, any Additional Notes being sold to it in reliance on Regulation S will be represented by one or more Regulation S Global Notes and that in each case beneficial interests therein may be held only through a common depository for the respective accounts of Euroclear and/or Clearstream.

(e) Such beneficial owner will provide notice to each person to whom it proposes to transfer any interest in the Additional Notes of the transfer restrictions and representations set forth in the Trust Deed.

Non-Permitted Holder

If any U.S. person that is not both a Qualified Institutional Buyer and a Qualified Purchaser becomes the holder or beneficial owner of an interest in any Additional Note (any such person a "**Non-Permitted Holder**"), the Issuer shall, promptly after discovery that such person is a Non-Permitted Holder, send notice to such Non-Permitted Holder demanding that such Non-Permitted Holder transfer its interest to a person that is not a Non-Permitted Holder within 30 days after the date of such notice. If such Non-Permitted Holder fails to so transfer its Additional Notes, the Issuer shall have the right, without further notice to the Non-Permitted Holder, to sell such Additional Notes or interest in such Additional Notes to a purchaser selected by the Issuer that is not a Non-Permitted Holder on such terms as the Issuer may choose. The Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Additional Notes and selling such Additional Notes to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion. Each Noteholder, as applicable, the Non-Permitted Holder and each other person in the chain of title from the holder to the Non-Permitted Holder, by its acceptance of an interest in the Additional Notes agrees to cooperate with the Issuer and the Transfer Agent to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the Non-Permitted Holder. The terms and conditions of any sale shall be determined in the sole discretion of the Issuer, and the Issuer shall not be liable to any person having an interest in the Additional Notes sold as a result of any such sale or the exercise of such discretion.

Legends

The Notes will bear a legend substantially to the following effect unless the Issuer determines otherwise in compliance with applicable law:

THIS NOTE EVIDENCED HEREBY WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY EVIDENCED HEREBY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE NOTEHOLDER BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**")) THAT IS ALSO A "QUALIFIED PURCHASER" (AS DEFINED IN SECTION 2(a)(51) OF, AND RULES 2a51-1, 2a51-2 AND 2a51-3 UNDER, THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**")) (OR A TRANSFEREE THEREOF THAT IS IDENTIFIED IN RULES 3C-5 AND 3C-6 UNDER THE INVESTMENT COMPANY ACT) OR (B) IT IS NOT A U.S. PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")) AND IS ACQUIRING THIS NOTE IN AN "OFFSHORE TRANSACTION" IN RELIANCE ON REGULATION S, (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 ONLY (A) TO THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS BOTH A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) AND A QUALIFIED PURCHASER (AS DEFINED IN SECTION 2(a)(51) OF, AND RULES 2a51-1, 2a51-2 AND 2a51-3 UNDER, THE INVESTMENT COMPANY ACT) (OR A TRANSFEREE THEREOF THAT IS IDENTIFIED IN RULES 3c-5 OR 3c-6 UNDER THE INVESTMENT COMPANY ACT) THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHO IS ALSO A QUALIFIED PURCHASER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A OR (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS WITHIN THE MEANING OF REGULATION S.

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF AN INTEREST IN A NOTE THAT IS A U.S. PERSON AND IS NOT BOTH (A) A QUALIFIED PURCHASER AND (B) A QUALIFIED INSTITUTIONAL BUYER TO SELL ITS INTEREST IN THE NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

ANY TRANSFER, PLEDGE OR OTHER USE OF THIS NOTE FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, A COMMON DEPOSITORY ON BEHALF OF EUROCLEAR AND/OR CLEARSTREAM, HAS AN INTEREST HEREIN, UNLESS THIS NOTE IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF EUROCLEAR AND/OR CLEARSTREAM, TO THE ISSUER OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF A COMMON DEPOSITORY ON BEHALF OF EUROCLEAR AND/OR CLEARSTREAM OR OF SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORISED REPRESENTATIVE OF EUROCLEAR AND/OR CLEARSTREAM (AND ANY PAYMENT HEREON IS MADE TO A COMMON DEPOSITORY ON BEHALF THEREOF).

TRANSFERS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF EUROCLEAR AND/OR CLEARSTREAM OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

TRANSFERS OF THIS NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE TRUST DEED REFERRED TO HEREIN.

PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF.

BY ACCEPTING THIS NOTE (OR ANY INTEREST IN THE NOTE 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), (I) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA")), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, (II) AN INDIVIDUAL RETIREMENT ACCOUNT OR OTHER PLAN OR ARRANGEMENT TO WHICH SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED, ("CODE"), APPLIES, OR (III) AN 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 ANY SUCH PLAN'S INVESTMENT IN SUCH ENTITY (EACH OF (I), (II) AND (III), A "BENEFIT PLAN INVESTOR") OR (IV) 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 ANY SUCH GOVERNMENTAL, CHURCH OR NON U.S. PLAN, OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE OR ANY 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); AND (2) NEITHER THE ISSUER 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 ACQUIRER OR TRANSFEREE IN CONNECTION WITH ANY PURCHASE OR HOLDING OF THIS NOTE, OR AS A RESULT OF ANY EXERCISE BY THE ISSUER OR ANY OF ITS AFFILIATES OF ANY RIGHTS IN CONNECTION WITH THIS NOTE, AND NO ADVICE PROVIDED BY THE ISSUER OR ANY OF ITS AFFILIATES HAS FORMED A PRIMARY BASIS FOR ANY INVESTMENT DECISION BY OR ON BEHALF OF THE ACQUIRER OR TRANSFEREE IN CONNECTION WITH THIS NOTE AND THE TRANSACTIONS CONTEMPLATED WITH RESPECT TO THIS NOTE.

EACH HOLDER AND EACH BENEFICIAL OWNER OF THIS NOTE, BY ACQUIRING THIS NOTE OR ITS INTEREST IN THIS NOTE, AS THE CASE MAY BE, SHALL BE DEEMED TO HAVE AGREED TO TREAT, AND SHALL TREAT, THIS NOTE AS DEBT OF THE ISSUER FOR U.S. FEDERAL AND, TO THE EXTENT PERMITTED BY LAW, STATE AND LOCAL INCOME AND FRANCHISE TAX PURPOSES AND SHALL TAKE NO ACTION INCONSISTENT WITH SUCH TREATMENT UNLESS REQUIRED BY ANY RELEVANT TAXING AUTHORITY.

INDEPENDENT AUDITORS

The consolidated balance sheets of Virgin Media and its subsidiaries as of December 31, 2019 and 2018, and the related consolidated statements of operations, comprehensive loss, equity and cash flows for the years ended December 31, 2019, 2018 and 2017, included in the 2019 Annual Report, have been audited by KPMG LLP, 15 Canada Square, London E14 5GL, United Kingdom, as stated in their report thereon.

LISTING AND GENERAL INFORMATION

Clearing Systems

The Additional Notes sold in offshore transactions in reliance on Regulation S under the Securities Act and represented by the Regulation S Global Note have been accepted for clearance through Euroclear and Clearstream. The Additional Notes sold to persons that are both Qualified Institutional Buyers and Qualified Purchasers in reliance on Rule 144A under the Securities Act and represented by the Rule 144A Global Note have been accepted for clearance through Euroclear and Clearstream.

The Common Codes and ISIN for the Notes (including the Additional Notes) are as follows:

Rule 144A Global Note

Common Code:	218765149
ISIN:	XS2187651497

Regulation S Global Note

Common Code:	218764690
ISIN:	XS2187646901

Listing

Application will be made to Euronext Dublin for the approval of this document as Listing Particulars. Application will be made to Euronext Dublin for the Notes (including the Additional Notes) to be admitted to the Official List and trading on the Global Exchange Market which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**").

The listing of the Notes (including the Additional Notes) on Euronext Dublin's Global Exchange Market will be expressed in pound sterling. Transactions will normally be effected for settlement on the third business day after the day of the transaction.

Notice of any optional redemption or any change in the rate of interest payable on the Notes will be published by the Companies Announcement Office of Euronext Dublin.

The gross proceeds of the offering of the Additional Notes are expected to be £400.0 million.

Listing Agent

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in relation to the Additional Notes and is not itself seeking admission of the Additional Notes to the Official List of Euronext Dublin or to trading on the Global Exchange Market of Euronext Dublin.

Legal Information Regarding the Issuer

The Issuer, Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company), was incorporated in Ireland on April 9, 2020 with registered number 669525 pursuant to the Irish Companies Act 2014 (as amended). The registered office of the Issuer is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. The Issuer's telephone number is +353 1 6146240. The address of the Issuer's directors is 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

The authorized share capital of the Issuer is £101,000,000 divided into 1,000,000 ordinary shares of £1.00 each and 100,000,000 Class B, non-voting, non-dividend bearing shares of £1.00 each. The Issuer has issued 1 ordinary share (the "**Existing Share**"). On or before the Issue Date, in connection with the offering of the Notes, the Issuer will issue an amount of Class B, non-voting, non-dividend bearing shares of £1.00 each equal to the Minimum Issuer Capitalization Amount (the "**Issue Date Shares**", together with the Existing Share, the "**Shares**"), in connection with the offering of the Notes, which are, and will be, respectively, fully paid up and held by TMF Management (Ireland) Limited (the "**Share Trustee**"). The Share Trustee holds the Shares on

trust for certain charities and charitable institutions according to the terms of the Declaration of Trust executed by the Share Trustee.

The Additional Notes are the obligations of the Issuer alone and not the Share Trustee.

The Issuer's financial year ends on December 31 of each year.

The Issuer's independent auditors are KPMG. Their address is 1 Stokes Place, St. Stephen's Green, Dublin 2, D02 DE03, Ireland. KPMG Ireland, an Irish partnership, is a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("**KPMG International**"), a Swiss entity. KPMG Ireland are chartered accountants and are members of the Chartered Accountants in Ireland (CAI) and are qualified to practice as independent auditors in Ireland.

There are no potential conflicts of interests between any duties to the Issuer of the members of the board of directors of the Issuer and their private interests.

Legal Information

Virgin Media Inc.

Virgin Media was incorporated on February 1, 2013 under the laws of the State of Delaware, United States of America. Virgin Media was reincorporated on December 20, 2013 under the laws of the State of Colorado, United States of America and is registered with the Colorado Secretary of State under number 20131724019. Its authorized share capital is $10.00 divided into 1,000 shares, par value $0.01 per share, 111 of which have been issued. The principal office of Virgin Media is at 1550 Wewatta Street, Suite 1000, Denver, Colorado 80202, USA.

VMIH

VMIH is a private limited company incorporated on March 15, 1996 under the laws of England and Wales, and is registered with the Registrar of Companies for England and Wales under number 03173552. The principal office of VMIH is 500 Brook Drive, Reading, RG2 6UU, United Kingdom. VMIH's telephone number is +44 1256 752000. VMIH is a wholly-owned indirect subsidiary of Virgin Media.

There has been no significant change in the financial or trading position of VMIH since March 31, 2020 and no material adverse change in the prospects of VMIH since March 31, 2020.

The Notes Trustee

The Notes provide for the Notes Trustee to take action on behalf of the Noteholders in certain circumstances, but only if the Notes Trustee is indemnified and/or secured to its satisfaction. It may not be possible for the Notes Trustee to take certain actions in relation to the Notes and accordingly in such circumstances, the Notes Trustee will be unable to take action, notwithstanding the provision of an indemnity or security to it, and it will be for the Noteholders to take action directly. If the Notes Trustee resigns or is removed, the Issuer will appoint a successor.

Consents and Authorizations

The Issuer has obtained all necessary consents, approvals and authorizations in connection with the issue and performance of the Additional Notes and the Transaction Documents. The issue of the Additional Notes, the creation of the security relating thereto and the entry into of the Transaction Documents and the other relevant documents to which it is a party was authorized by the resolutions of the Board of Directors of the Issuer passed on June 8, 2020.

VMIH has obtained all necessary consents, approvals and authorizations in connection with the entry into and performance of the Framework Assignment Agreement and the other Transaction Documents to which it is a party.

No Significant or Material Change

There has been no significant change in the financial or trading position of the Issuer since its incorporation on April 9, 2020 and no material adverse change in the financial position or prospects of the Issuer since its incorporation on April 9, 2020.

No Litigation

The Issuer is not involved, and has not been involved, in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had since the date of its incorporation a significant effect on the Issuer's financial position or profitability.

Accounts

Since the date of its incorporation, other than its audited opening statement of assets and liabilities and related notes included elsewhere in this Offering Circular, the Issuer has not commenced operations and has not produced accounts.

So long as any Note remains outstanding, copies of the most recent annual audited financial statements of the Issuer can be obtained at the specified offices of the Paying Agent during normal business hours, and may be provided by email to any requesting Noteholder, subject to the paying agent being provided with electronic copies of such documents. The first financial statements of the Issuer will be in respect of the period from incorporation to December 31, 2020. The annual accounts of the Issuer will be audited. The Issuer will not prepare interim financial statements.

The Trust Deed requires the Issuer to provide certification to the Notes Trustee on an annual basis and upon request that no Issuer Event of Default, Potential Event of Default (as defined in Condition 1 ("*Definitions and Principles of Construction—General Interpretation*")) or other breach of its obligations under the Trust Deed has occurred.

Documents Available

Copies of the following documents may be inspected in electronic format at the registered offices of the Issuer during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the term of the Notes:

(a) the Constitution of the Issuer;

(b) the Trust Deed;

(c) the Agency and Account Bank Agreement;

(d) the Framework Assignment Agreement;

(e) the Accounts Payable Management Services Agreement;

(f) the Corporate Administration Agreement;

(g) the New VM Financing Facility Agreement;

(h) the Expenses Agreement; and

(i) the Issue Date Arrangements Agreement.

Change of Control

Irish company law combined with the holding structure of the Issuer, covenants made by the Issuer in the Transaction Documents and the role of the Security Trustee are together intended to prevent any abuse of control of the Issuer. As far as the Issuer is aware, there are currently no arrangements in place which may at a subsequent date result in a change of control of the issuer.

Enforceability of Judgments

The Issuer is a designated activity company incorporated under the laws of Ireland. None of the Directors and officers of the Issuer are residents of the United States, and all or a substantial portion of the assets of the Issuer and such persons may be located outside of the United States at any time. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or such persons or to enforce against any of them in the United States courts judgments obtained in United States courts, including judgments predicated upon civil liability provisions of the securities laws of the United States or any State or territory within the United States.

As the relevant United States is not a party to a convention with Ireland in respect of the enforcement of judgments, common law rules apply in order to determine whether a judgment of the United States courts is enforceable in Ireland. A judgment of the United States courts will be enforced by the courts of Ireland if the following general requirements are met:

(a) the United States court must have had jurisdiction in relation to the particular defendant according to Irish conflict of law rules (the submission to jurisdiction by the defendant would satisfy this rule); and

(b) the judgment must be final and conclusive and the decree must be final and unalterable in the court which pronounces it. A judgment can be final and conclusive even if it is subject to appeal or even if an appeal is pending. Where, however, the effect of lodging an appeal under the applicable law is to stay execution of the judgment, it is possible that, in the meantime, the judgment should not be actionable in Ireland. It remains to be determined whether final judgment given in default of appearance is final and conclusive.

However, the Irish courts may refuse to enforce a judgment of the United States courts which meets the above requirements for one of the following reasons:

(a) if the judgment is not for a definite sum of money;

(b) if the judgment was obtained by fraud;

(c) the enforcement of the judgment in Ireland would be contrary to natural or constitutional justice;

(d) the judgment is contrary to Irish public policy or involves certain United States laws which will not be enforced in Ireland;

(e) jurisdiction cannot be obtained by the Irish courts over the judgment debtors in the enforcement proceedings by personal service in Ireland or outside Ireland under Order 11 of the Superior Courts Rules; or

(f) there is no practical benefit to the party in whose favour the foreign judgment is made in seeking to have that judgment enforced in Ireland.

Foreign Language

The language of the Offering Circular is English. Certain legislative references and technical terms have been cited in their original language in order that the correct meaning may be ascribed to them under applicable law.

Legal Matters

Certain legal matters in connection with this offering will be passed upon for Virgin Media and the Issuer by Ropes & Gray International LLP, London, England, as to matters of United States federal, New York law and English law, (in respect solely for Virgin Media) by Dorsey & Whitney (Europe) LLP, as to matters of Colorado law, and (in respect solely for the Issuer) by Arthur Cox, as to matters of the law of Ireland.

Certain legal matters in connection with this offering will be passed upon for the Initial Purchasers by Latham & Watkins (London) LLP, London, England, as to matters of United States federal, New York law and English law, and by A&L Goodbody as to matters of the law of Ireland.

GLOSSARY

"**3D**" means three-dimensional.

"**Analog**" comes from the word "analogous" which means "similar to" in telephone transmission, the signal being transmitted (voice, video or image) is "analogous" to the original signal.

"**ARPU**" means average monthly subscription revenue earned per average RGU.

"**B2B**" means business-to-business.

"**Bandwidth**" means the transmission capacity of a communication line or transmission link at any given time. The bandwidth is generally indicated in bits per second or amount of spectrum available in MHz.

"**Broadband**" means a signalling method that includes a relatively wide range of frequencies, which can be divided into channels or frequency "bins", and by which various data components are sent at the same time in order to increase the rate of transmission. The wider the bandwidth, the more information it can carry within a certain period of time.

"**Bundle/bundling**" means a marketing strategy that involves offering several products for sale as one combined product.

"**Digital**" means the use of a binary code to represent information in telecommunications recording and computing. Analog signals, such as voice or music, are encoded digitally by sampling the voice or music analog signals many times a second and assigning a number to each sample. Recording or transmitting information digitally has two major benefits: First, digital signals can be reproduced more precisely so digital transmission is "cleaner" than analog transmission and the electronic circuitry necessary to handle digital is becoming cheaper and more powerful; and second, digital signals require less transmission capacity than analog signals.

"**DOCSIS**" means Data Over Cable Service Interface Specification (DOCSIS), an international standard that defines the communications and operation support interface requirements for a data over cable system. It permits the addition of high-speed data transfer to an existing cable TV system. Cable companies use the DOCSIS standard to improve speeds they can offer. While the DOCSIS 2.0 standard allows regular speeds of up to 50 Mbps, the new DOCSIS 3.0 broadband technology allows speed levels of 100 Mbps and beyond.

"**DSL**" means Digital Subscriber Line, a generic name for a range of digital technologies relating to the transmission of internet and data signals from the telecommunications service provider's central office to the end customer's premises over the standard copper wire used for voice services.

"**DTT**" means digital terrestrial television which has signals over terrestrial antennas and other earthbound circuits without any use of satellite.

"**DVR**" means digital video recorder, a device that allows end users to digitally record television programming for later playback.

"**Free-to-air**" means the transmission of content for which television viewers are not required to pay a fee for receiving transmissions.

"**FTTC**" or "**Fiber-to-the-cabinet**" means network architecture that uses optical fiber to reach the end user's street or home in order to deliver broadband internet services.

"**HD**" means high definition television.

"**Headend**" means a master facility for receiving television signals for processing and distribution over a cable television system.

"**IP**" means Internet Protocol, or a protocol used for communicating data across a packet-switched network. It is used for transmitting data over the internet and other similar networks. The data is broken down into data packets, each data packet is assigned an individual address, then the data packets are transmitted independently and finally reassembled at the destination.

"**IPTV**" means Internet Protocol Television, or the transmission of television content using IP over a network infrastructure, such as a broadband connection.

"**LLU**" means local loop unbundling. The local loop is the physical link between the first demarcation point of the customer's premises and the delivery point into the network of the provider renting the local loop. The local loop is referred to as the "last mile".

"**LTE**" means long-term evolution.

"**Mbps**" means Megabits per second; a unit of data transfer rate equal to 1,000,000 bits per second. The bandwidths of broadband networks are often indicated in Mb/s.

"**MHz**" means Megahertz (or one million hertz) and is the basic measure of frequency and represents one million cycles per second.

"**MMDS**" means multichannel multipoint (microwave) distribution systems.

"**MNO**" means mobile network operator.

"**MVNO**" means mobile virtual network operator.

"**ODPS**" means On-Demand Programme Service.

"**OTT**" or "**over-the-top**" means over-the-top video content providers, which deliver television signals as a video stream on top of third parties' broadband internet access services.

"**PPV**" means pay-per-view.

"**RGUs**" means Revenue Generating Units.

"**SD**" means standard definition.

"**SIM**" means subscriber identification module.

"**SME**" means small and medium enterprises.

"**SMS**" means short message service.

"**SOHO**" means small office and home office.

"**SVOD**" means subscription digital cable-on-demand. "**TLCS**" means television licensable content service.

"**Triple play**" means the offering of digital television, broadband internet and telephony services packaged in a bundle.

"**VoD**" means Video-on-Demand, the transmission of digital video data on demand, by either streaming data or allowing data to be downloaded. The data is transmitted to the end customer via a broadband connection.

"**VoIP**" means voice over IP or the transmission of voice calls via Internet Protocol.

"**Wi-Max**" means Worldwide Interoperability for Microwave Access.

"**WMO**" means wholesale must offer.

ANNEX A: NEW VM FINANCING FACILITY AGREEMENT

Dated [●] June 2020

VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED

as Borrower

THE ENTITIES LISTED IN SCHEDULE 1

as Original Guarantors

and

VIRGIN MEDIA VENDOR FINANCING NOTES III DESIGNATED ACTIVITY COMPANY

as Lender

with

THE BANK OF NEW YORK MELLON, LONDON BRANCH

acting as Administrator

£[●]

FACILITIES AGREEMENT

ROPES & GRAY

CONTENTS

THIS AGREEMENT is dated [●] June 2020 and made **BETWEEN**:

(1) **VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED**, a private limited liability company incorporated under the laws of England and Wales with registration number 03173552 (the **Borrower**);

(2) **THE ENTITIES** listed in Schedule 1 (*The Original Guarantors*) as original guarantors (the **Original Guarantors**);

(3) **VIRGIN MEDIA VENDOR FINANCING NOTES III DESIGNATED ACTIVITY COMPANY**, a designated activity company incorporated under the laws of Ireland with registration number 669525 and whose registered office is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin I, Ireland as lender (the **Lender**); and

(4) **THE BANK OF NEW YORK MELLON, LONDON BRANCH,** acting as administrator for the Lender (the **Administrator**).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Accelerated Maturity Event has the meaning given to it in Condition 6(g).

Account Bank means The Bank of New York Mellon, London Branch.

Accounts Payable Management Services Agreement or **APMSA** means (i) the Existing APMSA, and (ii) following an SCF Platform Addition, the Existing APMSA and any accounts payable management services agreement (or equivalent) to be entered into between, *inter alios*, the Platform Provider and the Borrower as obligors' parent, in each case of (i) and (ii), as amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement), or otherwise modified from time to time.

Act means the Companies Act 2006.

Additional Guarantor means a company which becomes a Guarantor in accordance with Clause 18 (*Changes to the Obligors*).

Additional Notes means any further Vendor Financing Notes issued at any time after the Issue Date under and in accordance with the Notes Trust Deed.

Additional Notes Issue Date means the date of issuance of the relevant Additional Notes.

Affiliate has the meaning given to it in Schedule 7 (*Additional Definitions*).

Affiliate Subsidiary has the meaning specified in Clause 18.3 (*Affiliate Subsidiary*).

Agency and Account Bank Agreement has the meaning given to it in the Notes Trust Deed.

Applied Discount has the meaning given to it in the APMSA.

Approved Exchange Offer has the meaning given to it in Condition 1(a).

Approved Platform Receivable has the meaning given to it in the Notes Trust Deed.

Assigned Receivable means, at any time of determination, any VM Account Receivable in respect of which there has been an assignment of such VM Account Receivable from the Platform Provider to the Lender pursuant to the terms of the Framework Assignment Agreement and the relevant Assignment Framework Note.

Assignment Date means the date of a sale and assignment of any VM Account Receivable from the Platform Provider to the Lender.

Assignment Framework Note means an assignment framework note substantially in the form set out in Schedule 1 (*Form of Assignment Framework Note*) to the Original Framework Assignment Agreement, or any other notice under a Framework Assignment Agreement as agreed between the relevant parties.

Assignment Notice means an assignment notice substantially in the form set out in Schedule 2 (*Form of Assignment Notice*) to the Original Framework Assignment Agreement, or any other notice under a Framework Assignment Agreement as agreed between the relevant parties.

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Availability Period means:

(a) in relation to the Excess Cash Facility, the period from and including the date of this Agreement to and including the date falling one Business Day or such shorter period as may be agreed by the Borrower and the Lender prior to the Termination Date;

(b) in relation to the Interest Facility, the period from and including the date of this Agreement to and including the date falling one Business Day or such shorter period as may be agreed by the Borrower and the Lender prior to the Termination Date; and

(c) in relation to the Issue Date Facility, the period from and including the date of this Agreement to and including the date falling one Business Day or such shorter period as may be agreed by the Borrower and the Lender prior to the Termination Date.

Bank Levy means the bank levy which is imposed (i) under section 73 of, and schedule 19 to, the Finance Act 2011 (the **UK Bank Levy**), and (ii) any levy or Tax of an equivalent nature imposed in any jurisdiction in a similar context or for a similar reason to that in and/or for which the UK Bank Levy has been imposed by reference to the equity and liability of a financial institution or other person carrying out financial transactions.

Business Day means each day that is not a Saturday, Sunday or other day on which banking institutions in Amsterdam, The Netherlands, New York, the United States of America, Dublin, Ireland or London, England are authorised or required by law to close.

Certified Amount means, with respect to a Payment Obligation, the amount as specified in the Electronic Data File payable to the Relevant Recipient on the Confirmed Payment Date in an amount equal to the Outstanding Amount of such Payment Obligation on the date the relevant Electronic Data File is uploaded.

Change of Control has the meaning given to it in Schedule 7 (*Additional Definitions*).

Change of Control Acceptance has the meaning given to it in Clause 7.3 (*Change of Control Prepayment Offer*).

Change of Control Fee means the fee payable in accordance with Clause 11.4 (*Change of Control Fee*).

Change of Control Prepayment Date has the meaning given to it in Clause 7.3 (*Change of Control Prepayment Offer*).

Change of Control Prepayment Loan Amount has the meaning given to it in Clause 7.3 (*Change of Control Prepayment Offer*).

Change of Control Prepayment Offer has the meaning given to it in Clause 7.3 (*Change of Control Prepayment Offer*).

Code means the US Internal Revenue Code of 1986.

Collected Amount means, in relation to an Assigned Receivable, an amount received by the Platform Provider (acting as collection agent for the Lender under the Framework Assignment Agreement) from the relevant Receivables Obligor towards repayment of an amount equal to the Outstanding Amount relating to such Assigned Receivable.

Commitment means an Excess Cash Facility Commitment, an Interest Facility Commitment and/or an Issue Date Facility Commitment, as applicable.

Common Holding Company has the meaning specified in Clause 18.2 (*Permitted Affiliate Designation*).

Conditions has the meaning given to it in the Notes Trust Deed.

Confirmed Payment Date means, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the date (which cannot be changed) specified as such in the Electronic Data File when the Certified Amount is due and payable to the Relevant Recipient.

Constitutional Documents means in respect of any person, memorandum and articles of association, partnership agreement or other document pursuant to which it is incorporated or organised.

Coupon Payment Date means each January 15 and July 15 of each year commencing on January 15, 2021 or, if any such day is not a Business Day, on the next succeeding Business Day.

Credit Note means an amount to be deducted from a Receivable that has been the subject of an Upload and designated as "approved" by an Obligor which is posted by an Obligor (or Liberty Global Capital Limited on its behalf) as an entry in an Electronic Data File and has been allocated to an Approved Platform Receivable (and the corresponding Payment Obligation) or any other negative amount that may be deducted from such Approved Platform Receivable by an Obligor from time to time.

Default means an Event of Default or any event or circumstance specified in Clause 16 (*Events of Default*) which would (with the expiry of a grace period or the giving of notice) be an Event of Default.

Disputes has the meaning given to such term in Clause 31.1 (*Courts*).

Drawstop Event means the delivery of a Drawstop Notice by the Borrower to the Administrator (on behalf of the Lender) in accordance with Clause 8.5 (*Drawstop Notices*).

Drawstop Notice has the meaning given to it in Clause 8.5 (*Drawstop Notices*).

Electronic Data File means an electronic file substantially in the form set out in Schedule 3 to the Accounts Payable Management Services Agreement.

euro or **€** means the lawful currency of the Participating Member States.

Event of Default means any event or circumstance specified as such in Clause 16 (*Events of Default*).

Excess Cash Facility means the facility made available under this Agreement as described in Clause 2.1 (*The Excess Cash Facility*).

Excess Cash Facility Commitment means the aggregate of (i) £[●] and (ii) the amount of any other Excess Cash Facility Commitment assumed by the Lender in accordance with Clause 2.4 (*Increase*), in each case, to the extent not cancelled, reduced or assigned by it under this Agreement.

Excess Cash Loan means a loan made or to be made under the Excess Cash Facility or the principal amount outstanding for the time being of that loan.

Excess Requested Purchase Price Amounts means any excess Requested Purchase Price Amounts which have not been applied towards the purchase of new VM Accounts Receivable on the date falling four Business Days following receipt by the Lender (or the Administrator on behalf of the Lender) of the relevant Assignment Notice.

Excluded Buyer means Virgin Media Ireland Ltd., a private company limited by shares incorporated under the laws of Ireland with registered number 435668 whose registered office is at Building P2, Eastpoint Business Park, Clontarf, Dublin 3, Ireland as the "Excluded Buyer" pursuant to and in accordance with the Framework Assignment Agreement.

Existing APMSA means the amended and restated accounts payable management services agreement originally dated 20 September 2013 (and as most recently amended and restated on 15 May 2020) between, *inter alios*, the Platform Provider and the Borrower as obligors' parent.

Expenses Agreement means the expenses agreement entered into on the Issue Date between the Borrower and the Lender.

Facility means the Excess Cash Facility, the Interest Facility and/or the Issue Date Facility, as the context may require.

Facility Office means the office or offices through which the Lender will perform its obligations under this Agreement.

FATCA means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction.

Fee Letter means:

(a) any letter or letters between the Administrator and the Borrower or the Lender (as applicable) setting out any of the fees referred to in Clause 11 (*Fees*); and

(b) any agreement setting out fees payable to a Finance Party under any other Finance Document.

Final Available Amount means the sum of:

(a) all Collected Amounts in respect of the Assigned Receivables due to be repaid or prepaid to the Lender on or before the day that is two Business Days prior to the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions;

(b) any other amounts (including any accrued interest) due to be paid by the Platform Provider to the Lender pursuant to the Framework Assignment Agreement by the cut-off time specified in the Agency and Account Bank Agreement;

(c) the principal amount of, and interest due and payable to the Lender on, all of the Loans on the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions; and

(d) all other amounts standing to the credit of each of the Lender Interest Proceeds Account and the Lender Principal Proceeds Account (to the extent not included in the above).

Finance Document means this Agreement, any Obligor Accession Agreement, any Increase Confirmation, any Fee Letter, any Resignation Letter and any other document designated as a **Finance Document** by the Lender and the Borrower.

Finance Party means the Lender and the Administrator.

Framework Assignment Agreement means (i) the Original Framework Assignment Agreement, and (ii) following an SCF Platform Addition, the Original Framework Assignment Agreement and any receivables assignment agreement (or equivalent) to be entered into between, *inter alios*, the Lender, the Platform Provider and the Borrower, in each case of (i) and (ii), as may be amended, amended and restated, supplemented, replaced (including pursuant to an SCF Platform Replacement) or otherwise modified from time to time, and pursuant to which the Lender will purchase eligible VM Accounts Receivable from the Platform Provider. As used herein, the term "Framework Assignment Agreement" may also refer to, as the context may require, the Framework Assignment Agreement and the Assignment Framework Notes.

Group means the Borrower, any Permitted Affiliate Parent, any Affiliate Subsidiary and any Subsidiary of the Borrower or a Permitted Affiliate Parent from time to time, other than any Unrestricted Subsidiary as defined in Schedule 7 (*Additional Definitions*).

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 18 (*Changes to the Obligors*).

Holding Company has the meaning given to it in Schedule 7 (*Additional Definitions*).

Increase Confirmation means a confirmation substantially in the form set out in Schedule 8 (*Form of Increase Confirmation*).

Initial Excess Cash Facility Amount means as at the Issue Date, the amount, calculated by the Administrator, equal to £[●] *less* the Initial Requested Purchase Price Amount.

Initial Requested Purchase Price Amount means an amount equal to the Requested Purchase Price Amount specified in the first Assignment Notice delivered on or following the Issue Date pursuant to the Framework Assignment Agreement.

Interest Facility means the facility made available under this Agreement as described in Clause 2.2 (*Interest Facility*).

Interest Facility Commitment means the aggregate of (i) £0 on the date of this Agreement, (ii) the amount of any other Interest Facility Commitment assumed by the Lender in accordance with Clause 2.4 (*Increase*), in each case of (i) and (ii), to the extent not cancelled, reduced or assigned by it under this Agreement and (iii) the principal amount of any Interest Facility Loan required to be advanced from time to time by the Lender to the Borrower in excess of the aggregate of the amounts referred to in (i) and (ii) above in accordance with the terms of this Agreement.

Interest Facility Loan means a loan made or to be made under the Interest Facility or the principal amount outstanding for the time being of that loan.

Interest Payment Shortfall means, in respect of any Coupon Payment Date, the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account at 10 a.m. one Business Day prior to that Coupon Payment Date will be insufficient to pay the interest due and payable by the Lender on the Notes on that Coupon Payment Date.

Interest Period means each period determined in accordance with Clause 10 (*Interest Periods*).

Interest Proceeds means (i) the Premium earned by the Lender on Assigned Receivables, (ii) the interest earned by the Lender on Excess Cash Loans and the Issue Date Facility Loan, and (iii) the Retained Amount Interest.

Interest Rate means:

(a) in relation to the Excess Cash Facility, [●]% per annum;

(b) in relation to the Interest Facility, 0% per annum; and

(c) in relation to the Issue Date Facility, [●]% per annum.

Issue Date means [●] 2020.

Issue Date Arrangements Agreement means the agreement dated on the Issue Date among the Lender, the Borrower and TMF Management (Ireland) Limited as share trustee, existing shareholder and subscriber.

Issue Date Facility means the facility made available under this Agreement as described in Clause 2.3 (*Issue Date Facility*).

Issue Date Facility Commitment means the aggregate of (i) £[●] and (ii) the amount of any other Issue Date Facility Commitment assumed by the Lender in accordance with Clause 2.4 (*Increase*), in each case, to the extent not cancelled, reduced or assigned by it under this Agreement.

Issue Date Facility Loan means a loan made or to be made under the Issue Date Facility or the principal amount outstanding for the time being of that loan.

Legal Opinions means the legal opinions set out in Schedule 2 (*Conditions Precedent*) and any other legal opinion delivered under this Agreement.

Lender Interest Proceeds Account means the Interest Proceeds Account as defined in the Agency and Account Bank Agreement.

Lender Principal Proceeds Account means the Principal Proceeds Account as defined in the Agency and Account Bank Agreement.

Loan means an Excess Cash Loan, an Interest Facility Loan or the Issue Date Facility Loan.

Maturity Excess Payment means an amount, calculated by the Administrator, on the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions, equal to the positive difference, if any, between:

(a) the Final Available Amount, *less*

(b) the aggregate principal amount of the Notes to be repaid together with the amount of interest accrued and payable on the Notes on such final Coupon Payment Date.

Maturity Shortfall Payment means an amount, calculated by the Administrator, on the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions, equal to the positive difference, if any, between:

(a) the aggregate principal amount of the Notes to be repaid together with the amount of interest accrued and payable on the Notes on such final Coupon Payment Date, *less*

(b) the Final Available Amount.

Net Amount means, with respect to a Payment Obligation or the Approved Platform Receivable in respect of which that Payment Obligation arose, the amount equal to the Certified Amount minus the Applied Discount, which Net Amount will be specified in the Electronic Data File in respect of such Approved Platform Receivable in accordance with the APMSA. Such Net Amount is intended to be equal to the original face value of the invoice owed to the Supplier less any Credit Notes which are to be applied.

New Maturity Date means the date that is one Business Day following the Change of Control Prepayment Date.

Notes means:

(a) the Vendor Financing Notes; and

(b) any Additional Notes.

Notes Acceleration Event means (i) the delivery by the Notes Trustee of a Note Acceleration Notice to the Lender or (ii) the occurrence of an Issuer Event of Default as described in Condition 10.

Note Acceleration Notice has the meaning given to it in Condition 10.

Notes Maturity Date means initially, July 15, 2028 and following an Accelerated Maturity Event, the New Maturity Date.

Notes Partial Redemption Date has the meaning given to it in paragraph (d) of Clause 7.2 (*Voluntary Prepayment*).

Notes Partial Redemption Shortfall Payment means, in respect of a voluntary partial redemption of the Notes in accordance with the Conditions, an amount, calculated by the Administrator, equal to the positive difference, if any, between (i) the amount of interest due on the Notes on the Notes Partial Redemption Date, *less* (ii) the aggregate of the amount of (x) Interest Facility Loans to be repaid to the Lender pursuant to paragraph (f) of Clause 6.1 (*Interest Facility*) in relation to that Notes Partial Redemption Date and (y) the amount standing to the credit of the Lender Interest Proceeds Account at 10 a.m. one Business Day prior to that Notes Partial Redemption Date.

Notes Trust Deed means the trust deed dated on the Issue Date in relation to the Notes, as amended, amended and restated, supplemented or otherwise modified from time to time.

Notes Trustee means BNY Mellon Corporate Trustee Services Limited.

Obligor Accession Agreement means a document substantially in the form set out in Schedule 3 (*Form of Obligor Accession Agreement*) and including any guarantee limitation language as is necessary or desirable in the relevant jurisdiction of the Additional Guarantor as determined by the Borrower (acting reasonably).

Obligors means the Borrower and the Guarantors and **Obligor** means any of them.

Obligors' Agent means the Borrower in its capacity as agent for each Obligor in relation to the Finance Documents pursuant to Clause 2.5 (*Obligors' Agent*).

Original Framework Assignment Agreement means the framework assignment agreement dated the Issue Date between, *inter alios*, the Lender, the Platform Provider and the Borrower.

Original Obligors means the Borrower and the Original Guarantors and **Original Obligor** means any of them.

Outstanding Amount means, with respect to a Payment Obligation, on the date of determination an amount equal to:

(a) the gross amount of the relevant Receivable in respect of which the Payment Obligation arose, *less*

(b) the sum of all Credit Notes allocated to the Receivable in respect of which that Payment Obligation arose pursuant to the terms of the APMSA; *plus*

(c) the Applied Discount.

Participating Member State means any member state of the European Union that at the relevant time has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

Party means a party to this Agreement.

Payment Obligation means an independent and primary obligation of the Borrower and each Subsidiary Obligor on a joint and several basis to pay to the Relevant Recipient the Certified Amount on the Confirmed Payment Date pursuant to the APMSA.

Permitted Affiliate Group Designation Date means any date on which the Administrator (on behalf of the Lender) provides confirmation to the Borrower that the conditions set out in Clause 18.2 (*Permitted Affiliate Designation*) are satisfied.

Permitted Affiliate Parent has the meaning specified in Clause 18.2 (*Permitted Affiliate Designation*).

Platform Provider means (i) initially, ING Bank N.V., in its capacity as provider and the administrator of the SCF Platform, together with its successors and permitted assigns; (ii) following an SCF Platform Addition, ING Bank N.V. (together with its successors and permitted assigns) and any additional provider and administrator of an additional SCF Platform approved or appointed by the Borrower or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns); and (iii) following an SCF Platform Replacement, the successor provider and administrator of the replacement SCF Platform approved or appointed by the Borrower or a Subsidiary Obligor (together with such platform provider's successors and permitted assigns).

Platform Provider Processing Fee has the meaning given to that term in the Original Framework Assignment Agreement.

Premium means the premium earned by the Lender on Assigned Receivables, being equal to the difference between Outstanding Amounts collected upon maturity thereof and the Purchase Price Amounts at which such Assigned Receivables are initially purchased by the Lender, which will be deemed to accrue on the basis of a 360-day year.

Priorities of Payments has the meaning given to it in Condition 1(a).

Proceedings has the meaning given to such term in Clause 31.1 (*Courts*).

Purchase Price Amount means, in relation to any VM Account Receivable, an amount equal to the Outstanding Amount of such VM Account Receivable *less* the Applied Discount (as used in the context of the Framework Assignment Agreement) calculated as at the relevant Assignment Date.

Receivable means an amount of money (which may include VAT, as applicable), payable by a Receivables Obligor to a Supplier as a result of an existing business relationship, evidenced by an invoice and includes all rights attaching thereto under the relevant contract to which such invoice relates.

Receivables Obligor means, with respect to each VM Account Receivable, any person (other than the Excluded Buyer) who owes a Payment Obligation in respect of such VM Account Receivable or any payment undertaking related to such VM Account Receivable to the Platform Provider or the Lender pursuant to the Framework Assignment Agreement or the APMSA, in any case, related to such VM Account Receivable, whether such obligation forms the whole or any part of such VM Account Receivable. On the Issue Date, the Receivables Obligors are the Original Guarantors.

Relevant Recipient means, with respect to a Payment Obligation:

(a) the Platform Provider; or

(b) following a transfer of the Payment Obligation from the Platform Provider to a Transferee (as defined in the Accounts Payable Management Services Agreement) or from one Transferee to another Transferee, the Transferee to whom the Payment Obligation has most recently been transferred.

Requested Purchase Price Amount means an amount requested by the Platform Provider in an Assignment Notice as consideration for the sale and assignment of the relevant VM Account Receivable.

Retained Amount means, collectively, Excess Requested Purchase Price Amounts and/or Retained Collected Amounts.

Retained Amount Interest means interest to be paid by the Platform Provider to the Lender on any Retained Amounts.

Retained Collected Amount means any Collected Amount which has not been paid to the Lender towards satisfaction of the relevant Outstanding Amount and not been used to purchase further VM Accounts Receivable.

SCF Platform means the electronic supply chain financing systems, managed by the Platform Provider and administered under the terms of the APMSA, to facilitate vendor financing provided by the Platform Provider and other participating funding providers, including the Lender, and made available to the Borrower and certain of its subsidiaries (including the Subsidiary Obligors), together with any additional system approved by the Borrower or a Subsidiary Obligor pursuant to an SCF Platform Addition and any replacement system approved by the Borrower or a Subsidiary Obligor pursuant to an SCF Platform Replacement.

SCF Platform Addition means the addition of another system established and administered by an additional Platform Provider to facilitate vendor financing made available to the Borrower and certain

of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by the Borrower or a Subsidiary Obligor.

SCF Platform Replacement means the replacement of the then-current SCF Platform with another system established and administered by a successor Platform Provider to facilitate vendor financing made available to the Borrower and certain of its subsidiaries (including the Subsidiary Obligors), as approved or appointed by the Borrower or a Subsidiary Obligor.

SCF Transfer means, in respect of a Receivable that has been given the status "approved" by or on behalf of the relevant Receivables Obligor in an Electronic Data File posted to the SCF Platform, the transfer and/or acquisition, or deemed transfer and/or acquisition, of all rights, interests and benefit of such Receivable and any related rights from the relevant Supplier to or by the Platform Provider by way of assignment, subrogation or otherwise upon payment of the Net Amount for such Receivable by the Platform Provider to the relevant Supplier pursuant to the terms of the APMSA.

Sterling or **£** has the meaning given to it in Schedule 7 (*Additional Definitions*).

Subsidiary has the meaning given to it in Schedule 7 (*Additional Definitions*).

Subsidiary Obligors means Virgin Media Limited, a private limited company incorporated under the laws of England and Wales with registered number 02591237 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Mobile Telecoms Limited, a private limited company incorporated under the laws of England and Wales with registered number 03707664 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; Virgin Media Senior Investments Limited, a private limited company incorporated under the laws of England and Wales with registered number 10362628 and with its registered office at 500 Brook Drive, Reading, RG2 6UU, United Kingdom; and any additional Buyer Subsidiary (as defined in the Accounts Payable Management Services Agreement) that accedes to the Accounts Payable Management Services Agreement in accordance with its terms, each in its capacity as a "Buyer Subsidiary" under the Accounts Payable Management Services Agreement, other than the Excluded Buyer.

Supplier means:

(a) the suppliers accepted by the Platform Provider and which are listed in Part A of Schedule 2 to the APMSA (as may be updated by the Platform Provider from time to time when any changes to the details set out therein occurs);

(b) any supplier proposed by the Borrower to the Platform Provider as a supplier and meeting the eligibility criteria set out in Part B of Schedule 2 to the APMSA; and

(c) following an SCF Platform Replacement or SCF Platform Addition, any supplier whose invoices are permitted to be settled under or pursuant to such replacement or additional SCF Platform.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Tax Event has the meaning given to it in Condition 1(a).

Termination Date means:

(a) in relation to the Excess Cash Facility, July 15, 2028 or if earlier, the date of repayment and cancellation in full of the Excess Cash Facility;

(b) in relation to the Interest Facility, July 15, 2028 or if earlier, the date of repayment and cancellation in full of the Interest Facility; and

(c) in relation to the Issue Date Facility, July 15, 2028 or if earlier, the date of repayment and cancellation in full of the Issue Date Facility.

Term Excess Arrangement Payment means, in respect of a Coupon Payment Date (other than the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions), an amount, calculated by the Administrator, equal to any balance of the Interest Facility Loans not repaid by the Borrower to the Lender in accordance with paragraph (a) of Clause 6.1 in relation to that Coupon Payment Date.

Term Shortfall Payment means, in respect of a Coupon Payment Date (other than the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions), an amount, calculated by the Administrator, equal to the positive difference, if any, between (i) the amount of interest due on the

Notes on that Coupon Payment Date, *less* (ii) the aggregate of the amount of (x) Interest Facility Loans to be repaid to the Lender pursuant to paragraph (a) of Clause 6.1 in relation to that Coupon Payment Date and, (y) the amount standing to the credit of the Lender Interest Proceeds Account at 10 a.m. one Business Day prior to that Coupon Payment Date.

Total Commitments means the aggregate of the Excess Cash Facility Commitments, the Interest Facility Commitments and the Issue Date Facility Commitments, as the same may be increased or reduced in accordance with the terms of this Agreement.

Transaction Documents has the meaning given to it in Condition 1(a).

United States or **US** means the United States of America.

Unpaid Sum means any sum due and payable by an Obligor under any Finance Document but unpaid.

Upload means the upload by a Receivables Obligor or Liberty Global Capital Limited on its behalf of an Electronic Data File containing details of a Receivable on to the SCF Platform.

Utilisation Date means the date on which a Loan is (or is requested to be) made.

VAT means:

(a) value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature imposed in compliance with the Council Directive 2006/112/EC on the common system of value added tax as implemented by a member state of the European Union; and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

Vendor Financing Notes means the £[●] [●]% vendor financing notes due 2028 issued by the Lender on the Issue Date, as issuer, under and in accordance with the Notes Trust Deed.

VM Account Receivable means, collectively, a Payment Obligation which has arisen under the Accounts Payable Management Services Agreement in favour of the Platform Provider and any Receivable relating thereto, solely to the extent that such Receivable has been acquired by the Platform Provider.

Weekly Excess Cash Repayment Amount means, on any date, the amount to be paid by the Lender to acquire VM Accounts Receivable on that date *less* the amounts expected to be in the Lender Principal Proceeds Account on that date.

1.2 Construction

(a) Unless a contrary indication appears, a reference in this Agreement to:

(i) the **Lender**, any **Obligor**, the **Administrator**, any **Finance Party**, any **Party**, or any other person shall be construed so as to include its and any subsequent successors in title, permitted assigns and permitted transferees;

(ii) a document in **agreed form** is a document which is previously agreed in writing by or on behalf of the Borrower and the Lender or, if not so agreed, is in the form specified by the Lender acting reasonably;

(iii) **assets** includes present and future properties, revenues and rights of every description;

(iv) **company** includes any body corporate;

(v) **determines** or **determined** means, save as otherwise provided herein, a determination made in the absolute discretion of the person making the determination;

(vi) a **Finance Document**, a **Transaction Document** or any other agreement or instrument is a reference to that Finance Document, Transaction Document or other agreement or instrument as amended, varied, supplemented or novated (however fundamentally) and shall include any confirmation thereof;

(vii) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

(viii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a **repayment** shall include a **prepayment** and references to **repay** or **prepay** shall be construed accordingly;

(x) the **administration** of a company shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company is incorporated, established or organised or any jurisdiction in which such company carries on business, including the seeking of liquidation, winding up, reorganisation, dissolution, administration, arrangement, adjustment, protection from creditors or relief of debtors; and

(xi) a time of day is, unless otherwise specified, a reference to London time.

(b) Section, Clause and Schedule headings are for ease of reference only.

(c) Unless expressly provided to the contrary, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(d) Any reference in this Agreement to a law, statute or a statutory provision shall, save where a contrary intention is specified, be construed as a reference to such law, statute or statutory provision as the same shall have been, or may be, amended or re enacted.

(e) A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been remedied or waived.

(f) A Drawstop Event is **continuing** if the relevant Drawstop Notice has not been withdrawn or revoked by the Borrower in accordance with Clause 8.5 (*Drawstop Notices*).

(g) No personal liability shall attach to any director, officer or employee of any member of the Group for any representation or statement made by that member of the Group in a certificate signed by such director, officer or employee.

1.3 Third party rights

(a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of this Agreement.

(b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

1.4 Arm's-length terms

The Lender and the Borrower each confirm that this Agreement has been entered into on arm's-length commercial terms.

1.5 Other defined terms

Any capitalised words and expressions used in this Agreement with respect to capitalised words and expressions used in Schedule 5 (*Covenants*) and Schedule 6 (*Events of Default*) shall bear the meanings ascribed to them in Schedule 7 (*Additional Definitions*) if not otherwise defined in this Clause 1. In the event of any conflict between the provisions of this Clause 1 and Schedule 7 (*Additional Definitions*), this Clause 1 will prevail.

2. THE FACILITIES

2.1 The Excess Cash Facility

Subject to the terms of this Agreement, the Lender makes available to the Borrower a Sterling denominated revolving credit facility in an aggregate amount equal to the Excess Cash Facility Commitment.

2.2 Interest Facility

Subject to the terms of this Agreement, the Lender makes available to the Borrower a Sterling denominated revolving credit facility in an aggregate amount equal to the Interest Facility Commitment.

2.3 Issue Date Facility

Subject to the terms of this Agreement, the Lender makes available to the Borrower a Sterling denominated term credit facility in an aggregate amount equal to the Issue Date Facility Commitment.

2.4 Increase

(a) At the time of any issuance of Additional Notes, the Lender, the Administrator and the Borrower shall, by executing an Increase Confirmation, increase the Commitments under the Excess Cash Facility, the Interest Facility and the Issue Date Facility by including new Commitments of the Lender as follows:

(i) the Interest Facility Commitment shall be increased by an amount to be agreed between the Administrator and the Borrower;

(ii) the Excess Cash Facility Commitment shall be increased by an amount, calculated by the Administrator, equal to the aggregate principal amount of the Additional Notes less the increase in the Interest Facility Commitment calculated in accordance with sub-paragraph (i) above; and

(iii) the Issue Date Facility Commitment shall be increased by an amount, calculated by the Administrator, equal to 1/300th of the aggregate principal amount of the Additional Notes.

(b) An increase in the Commitments relating to a Facility shall take effect on the later of (i) the Additional Notes Issue Date and (ii) the execution by the Borrower, the Administrator and the Lender of an Increase Confirmation.

(c) The Borrower may pay to the Lender a fee in the amount and at the times agreed between the Borrower and the Lender.

(d) The execution by the Borrower of an Increase Confirmation constitutes confirmation from each Guarantor that its obligations shall continue unaffected except that those obligations shall extend to the Total Commitments as increased by the addition of the new Commitments of the Lender and shall be owed to the Lender.

2.5 Obligors' Agent

(a) Each Obligor (other than the Borrower) by its execution of this Agreement or an Obligor Accession Agreement irrevocably appoints the Borrower to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:

(i) the Borrower on its behalf to supply all information concerning itself contemplated by this Agreement to the Administrator (on behalf of the Lender) and to give all notices and instructions, to execute on its behalf any Finance Document, to make such agreements and to effect the relevant amendments, supplements and variations capable of being given, made or effected by any Obligor and to enter into any agreement in connection with a Finance Document, in each case, notwithstanding that they may affect the Obligor, without further reference to or the consent of that Obligor; and

(ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Borrower on its behalf,

and in each case the Obligor shall be bound as though the Obligor itself had supplied such information, given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication and each Finance Party may rely on any action purported to be taken by the Borrower on behalf of the Obligor.

(b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

3. PURPOSE

3.1 Purpose

(a) The Borrower shall apply all amounts borrowed by it under the Excess Cash Facility towards the general corporate and working capital purposes of the Group.

(b) The Borrower shall apply all amounts borrowed by it under the Interest Facility towards the general corporate and working capital purposes of the Group.

(c) The Borrower shall apply all amounts borrowed by it under the Issue Date Facility towards the general corporate and working capital purposes of the Group.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1 Initial conditions precedent

(a) The Lender will only be obliged to comply with Clause 5 (*Utilisation*) in relation to any Loan if on or before the Utilisation Date for that Loan, the Administrator (on behalf of the Lender) has received (or waived receipt of) all of the documents and other evidence listed in Part 1 of Schedule 2 (*Conditions Precedent*) in a form that appears in the opinion of the Administrator (on behalf of the Lender) acting reasonably to comply with the requirements therein. The Administrator (on behalf of the Lender) shall notify the Borrower promptly upon being so satisfied.

(b) Other than to the extent that the Lender notifies the Administrator in writing to the contrary before the Administrator gives the notification described in paragraph (a) above, the Lender authorises (but does not require) the Administrator to give that notification. The Administrator shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2 Further conditions precedent

The Lender will only be obliged to comply with Clause 5 (*Utilisation*) if on the proposed Utilisation Date (i) no Drawstop Event has occurred and is continuing and (ii) no Notes Acceleration Event has occurred.

5. UTILISATION

5.1 Initial utilisations on the Issue Date

Subject to satisfaction of the conditions set out in Clause 4 (*Conditions of Utilisation*), the Lender shall lend and the Borrower shall borrow, by 4 p.m. on the Issue Date:

(a) in respect of the Excess Cash Facility, an amount in Sterling equal to the Initial Excess Cash Facility Amount; and

(b) in respect of the Issue Date Facility, an amount in Sterling equal to the Issue Date Facility Commitment (which all the Parties agree and acknowledge shall be made available on a cashless basis in accordance with the terms of the Issue Date Arrangements Agreement).

5.2 Further utilisations

Subject to satisfaction of the conditions set out in Clause 4 (*Conditions of Utilisation*), the Lender shall lend and the Borrower shall borrow:

(a) by 4 p.m. on each Business Day after the Issue Date and during the Availability Period for the relevant Facility:

(i) in respect of the Interest Facility, an amount in Sterling equal to the amount standing to the credit of the Lender Interest Proceeds Account on that Business Day excluding the aggregate amount of any withdrawals required but not yet completed on that Business Day (and, in connection with the redemption of all or part of the Notes, required on the following Business Day) (as calculated by

the Administrator in accordance with the Agency and Account Bank Agreement) (A) in connection with the payment of interest on the Notes on the upcoming Coupon Payment Date, (B) in connection with an Approved Exchange Offer on the date specified in the notice delivered by the Administrator in connection with such Approved Exchange Offer or (C) in connection with the relevant date for redemption of the Notes on a date which is not a Coupon Payment Date (provided that such amount is greater than zero); and

(ii) in respect of the Excess Cash Facility, an amount in Sterling equal to the amount standing to the credit of the Lender Principal Proceeds Account on that Business Day excluding the aggregate amount of any withdrawals required but not yet completed on that Business Day (and, in connection with the redemption of all or part of the Notes, required on the following Business Day) (as calculated by the Administrator in accordance with the Agency and Account Bank Agreement) (A) in connection with the purchase of VM Accounts Receivable pursuant to the Framework Assignment Agreement on that Business Day, (B) in connection with an Approved Exchange Offer on the date specified in the notice delivered by the Administrator in connection with such Approved Exchange Offer or (C) in connection with the redemption of all or part of the Notes on the Notes Maturity Date or the relevant date of early redemption of the Notes (provided that such amount is greater than zero and other than an amount equal the Initial Requested Purchase Price Amount for the period commencing on the Issue Date and ending on the earlier of the date falling 5 Business Days following the Issue Date and the date on which an amount equal to the Initial Requested Purchase Price Amount is applied to purchase VM Accounts Receivable pursuant to the Framework Assignment Agreement);

(b) in respect of the Interest Facility, on any Business Day on which any Excess Cash Loans are repaid in accordance with paragraph (a) of Clause 6.2 (*Excess Cash Loans*) during the Availability Period in respect of the Interest Facility, on a cashless basis, an amount in Sterling equal to the accrued interest deemed paid by the Borrower to the Lender on the amount of such Excess Cash Loans in accordance with paragraph (b) of Clause 8.2 (*Other amounts*); and

(c) in respect of the Issue Date Facility, on any day on which the Issue Date Facility Commitment is increased in accordance with paragraphs (a)(iii) and (b) of Clause 2.4 (*Increase*) during the Availability Period in respect of the Issue Date Facility (or, if such day is not a Business Day, the immediately following Business Day), an amount in Sterling, calculated by the Administrator, equal to the aggregate principal amount of the relevant increase in the Issue Date Facility Commitment.

5.3 Limitation on utilisations

(a) In no event shall the aggregate principal amount outstanding under the Interest Facility exceed the Interest Facility Commitment.

(b) In no event shall the aggregate principal amount outstanding under the Excess Cash Facility exceed the Excess Cash Facility Commitment.

(c) In no event shall the aggregate principal amount outstanding under the Issue Date Facility exceed the Issue Date Facility Commitment.

6. REPAYMENT

6.1 Interest Facility

The Interest Facility Loans shall be repaid by the Borrower as follows (and the Administrator may apply the proceeds of such repayment to repay any Interest Facility Loan or Interest Facility Loans selected by it in its sole discretion):

(a) following receipt of notice from the Administrator, by 10 a.m. six Business Days (or such shorter period as the Borrower may agree) prior to a Coupon Payment Date, stating that the amount standing to the credit of the Lender Interest Proceeds Account will be insufficient to pay the interest due and payable by the Lender on the Notes on that Coupon Payment Date, the amount equal to the lesser of (i) the amount specified in such notice as the Interest Payment Shortfall, and (ii) the total amount of Interest Facility Loans outstanding at 10 a.m. one Business Day prior to that Coupon Payment Date (each as calculated by the Administrator in accordance with the terms of the Agency and Account Bank Agreement) shall be repaid to the Lender by 10 a.m. one Business Day before that Coupon Payment Date;

(b) Interest Facility Loans in an amount equal to the Term Excess Arrangement Payment (provided that such amount is greater than zero) shall be repaid on a cashless basis on each Coupon Payment Date (other than the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions);

(c) Interest Facility Loans in an amount (as calculated by the Administrator) equal to the amount, if any, by which the amount standing to the credit of the Lender Interest Proceeds Account will be insufficient to pay the interest due and payable by the Lender on the Notes on any date for redemption of the Notes that is not a Coupon Payment Date shall be repaid to the Lender by 10 a.m. one Business Day before that redemption date;

(d) following receipt of not less than five Business Days (or such shorter period as the Borrower may agree) prior notice from the Administrator stating that the Lender requires cash in connection with an Approved Exchange Offer, the amount specified in such notice for such purpose (as calculated by the Administrator in accordance with Condition 6(k)(ii)(B)) shall be repaid to the Lender by 10 a.m. on the date specified in such notice;

(e) any outstanding Interest Facility Loans shall be repaid in full to the Lender by 10 a.m. one Business Day before the earlier of (i) the Termination Date in respect of the Interest Facility and (ii) any date for redemption of all of the Notes in full; and

(f) Interest Facility Loans in a principal amount equal to the lesser of (i) the amount of interest due to be paid on the Notes in connection with any voluntary partial redemption of the Notes *less* the amount standing to the credit of the Lender Interest Proceeds Account at 10 a.m. one Business Day prior to the relevant Notes Partial Redemption Date and (ii) the principal amount of the Interest Facility Loans at 10 a.m. one Business Day prior to the relevant Notes Partial Redemption Date, shall be repaid to the Lender by 10 a.m. one Business Day before the relevant Notes Partial Redemption Date.

6.2 Excess Cash Loans

The Excess Cash Loans shall be repaid by the Borrower as follows (and the Administrator may apply the proceeds of such repayment to repay any Excess Cash Loan or Excess Cash Loans selected by it in its sole discretion):

(a) following receipt of notice from the Administrator stating that the Lender requires cash from the Borrower in order to purchase VM Accounts Receivable pursuant to the Framework Assignment Agreement by 5 p.m. five Business Days prior to the date for purchase of such VM Accounts Receivable (or such shorter period as the Borrower may agree), the amount specified in such notice as the Weekly Excess Cash Repayment Amount (as calculated by the Administrator in accordance with the terms of the Agency and Account Bank Agreement) shall be repaid to the Lender by 10 a.m. on the date specified for the purchase of such VM Accounts Receivable;

(b) following receipt of not less than five Business Days (or such shorter period as the Borrower may agree) prior notice from the Administrator stating that the Lender requires cash from the Borrower in order to fund any principal amount required on any date for redemption of all or part of the Notes, the amount specified in such notice for such purposes (as calculated by the Administrator) shall be repaid to the Lender by 10 a.m. one Business Day before the date that such amounts fall due under the Notes;

(c) following receipt of not less than five Business Days (or such shorter period as the Borrower may agree) prior notice from the Administrator stating that the Lender requires cash in connection with an Approved Exchange Offer, the amount specified in such notice for such purpose (as calculated by the Administrator in accordance with Condition 6(k)(ii)(C)) shall be repaid to the Lender by 10 a.m. on the date specified in such notice;

(d) any outstanding Excess Cash Loans shall be repaid in full to the Lender by 10 a.m. one Business Day before the earlier of (i) the Termination Date in respect of the Excess Cash Facility and (ii) any date for redemption of all of the Notes in full; and

(e) Excess Cash Loans in a principal amount equal to the principal amount of any voluntary partial redemption of the Notes shall be repaid to the Lender by 10 a.m. one Business Day before the relevant Notes Partial Redemption Date.

6.3 Issue Date Facility

The Borrower shall repay the outstanding Issue Date Facility Loans in full to the Lender on or before the Termination Date in respect of the Issue Date Facility.

7. ILLEGALITY, VOLUNTARY PREPAYMENT, CHANGE OF CONTROL PREPAYMENT OFFER AND CANCELLATION

7.1 Illegality

If at any time it becomes unlawful in any applicable jurisdiction for the Lender to perform any of its obligations as contemplated by this Agreement or to make, fund, issue or maintain its participation in any Loan:

(a) upon the Administrator (on behalf of the Lender) promptly notifying the Borrower, the Commitments of the Lender will be immediately cancelled;

(b) upon the Administrator (on behalf of the Lender) notifying the Borrower, the Borrower shall prepay the Loans (together with accrued interest on and all other amounts owing to the Lender under the Finance Documents) on the last day of the Interest Period for each Loan occurring after the Administrator (on behalf of the Lender) has notified the Borrower or, if earlier, the date specified by the Administrator (on behalf of the Lender) in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law); and

(c) upon the Administrator (on behalf of the Lender) notifying the Borrower, the Borrower shall procure that any and all Assigned Receivables are repaid or prepaid by the Receivables Obligors on or prior to the date of such prepayment of the Loans, or to the extent any Assigned Receivables will not be repaid or prepaid by the Receivables Obligors prior to the date of such prepayment of the Loans (the **Remaining Assigned Receivables**), the Borrower shall, and shall procure that the relevant Receivables Obligors shall, take all actions to assist the Lender in assigning or agreeing to assign its right, title and interest in the Remaining Assigned Receivables (the **Redemption Block Assignment**) to any person (which, for the avoidance of doubt, can be a special purpose vehicle) such that the Lender shall receive payment for the Redemption Block Assignment of the Remaining Assigned Receivables prior to the date of such prepayment of the Loans.

7.2 Voluntary Prepayment

(a) Following receipt of notice from the Lender that a Tax Event has occurred or will occur, the Borrower may, if it gives the Administrator (on behalf of the Lender) not less than 3 Business Days' (or such shorter period as the Administrator (on behalf of the Lender) may agree) prior notice, prepay all of the Loans and cancel all of the Commitments of the Lender; *provided that*, the Borrower shall procure that any and all Assigned Receivables are repaid or prepaid by the Receivables Obligors on or prior to the date of such prepayment, or to the extent that there will be any Remaining Assigned Receivables prior to the date of such prepayment, the Borrower shall, and shall procure that the relevant Receivables Obligors shall, take all actions to assist the Lender in completing or agreeing to complete a Redemption Block Assignment to any person (which, for the avoidance of doubt, can be a special purpose vehicle) such that the Lender shall receive payment for the Redemption Block Assignment prior to the date of such prepayment.

(b) The Borrower may, if it gives the Administrator (on behalf of the Lender) not less than 3 Business Days' (or such shorter period as the Administrator (on behalf of the Lender) may agree) prior notice, prepay all of the Loans and cancel all of the Commitments of the Lender; *provided that*, the Borrower shall procure that any and all Assigned Receivables are repaid or prepaid by the Receivables Obligors on or prior to the date of such prepayment, or to the extent there will be any Remaining Assigned Receivables prior to the date of such prepayment, the Borrower shall and shall procure that the relevant Receivables Obligors shall, take all actions to assist the Lender in completing or agreeing to complete a Redemption Block Assignment to any person (which, for the avoidance of doubt, can be a special purpose vehicle) such that the Lender shall receive payment for the Redemption Block Assignment prior to the date of such prepayment.

(c) For so long as a Drawstop Event has occurred and is continuing, the Borrower may, if it gives the Administrator (on behalf of the Lender) not less than 3 Business Days' (or such shorter period as the Administrator (on behalf of the Lender) may agree) prior notice (which notice, at the Borrower's option, may be included in the relevant Drawstop Notice), prepay all or part of the Interest Facility Loans and/or Excess Cash Loans; *provided that*, such prepayment shall not result in the cancellation of all or part of the Commitments of the Lender hereunder.

(d) The Borrower may, if it gives the Administrator (on behalf of the Lender) not less than 3 Business Days' (or such shorter period as the Administrator (on behalf of the Lender) may agree) prior notice,

give notice of the date for a voluntary prepayment of all or part of the Excess Cash Loans and cancellation of the Commitments of the Lender in an equal amount of such prepayment in accordance with paragraph (e) of Clause 6.2 (*Excess Cash Loans*) and prepay Interest Facility Loans in accordance with paragraph (f) of Clause 6.1 (*Interest Facility*), in each case, in respect of a partial redemption of Notes on the next Business Day (the **Notes Partial Redemption Date**).

7.3 Change of Control Prepayment Offer

(a) Within 30 days of a Change of Control (or prior to a Change of Control in anticipation thereof), the Borrower shall:

(i) promptly notify the Lender that a Change of Control has occurred or will occur; and

(ii) offer (a **Change of Control Prepayment Offer**) by notice to the Administrator (on behalf of the Lender) to cancel the Commitments of the Lender and prepay all of the Loans outstanding at par (the **Change of Control Prepayment Loan Amount**), *plus* accrued and unpaid interest and any additional amounts (if any) thereon. Such Change of Control Prepayment Offer shall specify that the date of prepayment (the **Change of Control Prepayment Date**) shall occur at a fixed number of days (which shall be no less than 30 days and no more than 359 days) following the Lender's notification to the Borrower of a Change of Control Acceptance (as defined below).

(b) Within 15 days following its receipt of a Change of Control Prepayment Offer, the Lender shall, pursuant to the procedures set forth in the Notes Trust Deed and the Conditions, notify the holders of the Notes of such Change of Control and launch a Maturity Consent Solicitation (as defined in the Notes Trust Deed).

(c) Within 45 days following its receipt of the Change of Control Prepayment Offer, the Lender shall notify the Borrower of its acceptance (a **Change of Control Acceptance**) or rejection of such Change of Control Prepayment Offer, following direction from the holders of the Notes in accordance with the terms of the Notes Trust Deed and the Conditions.

(d) Following a Change of Control Acceptance:

(i) on the Change of Control Prepayment Date, the Commitments of the Lender will immediately be cancelled;

(ii) on the Change of Control Prepayment Date, the Borrower shall repay the Loans (together with accrued and unpaid interest thereon and all other amounts owing to the Lender under the Finance Documents, including additional amounts (if any) and the Change of Control Fee); and

(iii) the Borrower shall procure that any and all Assigned Receivables are repaid or prepaid by the Receivables Obligors on or prior to the Change of Control Prepayment Date.

7.4 Automatic Cancellation

The unutilised amount of a Facility shall be automatically cancelled on the earlier of:

(a) the end of its Availability Period; and

(b) the redemption of all of the Notes in full.

8. RESTRICTIONS

8.1 Notices of Prepayment

Any notice of prepayment given by any Party under Clause 7 (*Illegality, Voluntary Prepayment, Change of Control Prepayment Offer and Cancellation*) shall be irrevocable (but may be conditional and not irrevocable) and, unless expressly provided to the contrary in this Agreement, shall specify the date or dates upon which the relevant prepayment is to be made.

8.2 Other amounts

(a) Subject to paragraph (b) below, any repayment or prepayment under this Agreement shall be made together with accrued interest on the amount repaid or prepaid and, unless expressly provided for in this Agreement or any Transaction Document, without premium or penalty.

(b) In respect of any repayment of Excess Cash Loans in accordance with paragraph (a) of Clause 6.2 (*Excess Cash Loans)*, the accrued interest on the amount repaid shall be deemed to have been paid to the Lender by the Borrower on a cashless basis on the date of such repayment by way of an Interest Facility Loan in accordance with paragraph (b) of Clause 5.2 (*Further utilisations*).

8.3 Reborrowing of Facilities

Any voluntary prepayment of a Loan under paragraph (c) of Clause 7.2 (*Voluntary prepayment*) and any repayment of a Loan under paragraphs (a) or (b) of Clause 6.1 (*Interest Facility*) or paragraph (a) of Clause 6.2 (*Excess Cash Loans*) may be re-borrowed on the terms of this Agreement.

8.4 Prepayment in accordance with Agreement

The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

8.5 Drawstop Notices

The Borrower may provide the Administrator (on behalf of the Lender) with a revocable notice (a **Drawstop Notice**) that the Borrower wishes to disapply Clause 5.2 (*Further utilisations*) with immediate effect from the date of such Drawstop Notice, until such time as the Borrower notifies the Administrator (on behalf of the Lender) that it has withdrawn or revoked such Drawstop Notice.

8.6 No reinstatement of Commitments

Subject to Clause 2.4 (*Increase*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

8.7 Administrator's receipt of notices

If the Administrator receives a notice under Clause 7 (*Illegality, Voluntary Prepayment, Change of Control Prepayment Offer and Cancellation*) or Clause 8.5 (*Drawstop Notices*), it shall promptly forward a copy of that notice to either the Borrower or the Lender, as appropriate.

9. INTEREST

9.1 Calculation of interest

The rate of interest on each Loan under any Facility for each Interest Period is the Interest Rate applicable to that Facility.

9.2 Payment of interest

The Borrower to which a Loan has been made shall pay accrued interest on that Loan by 10 a.m. one Business Day before the last day of each Interest Period together with the interest that will accrue on that Loan to the last day of that Interest Period.

10. INTEREST PERIODS

10.1 Selection of Interest Periods

(a) Subject to paragraph (b) below, the initial Interest Period for a Loan shall be the period commencing on the Utilisation Date for that Loan and ending on the next Coupon Payment Date, and each successive Interest Period for that Loan shall commence on a Coupon Payment Date and end on the next successive Coupon Payment Date.

(b) An Interest Period for a Loan shall not extend beyond the Termination Date.

11. FEES

11.1 Administrator fee

The Lender shall pay to the Administrator (for its own account) an administrator fee in the amount and at the times agreed in a letter between the Administrator and the Lender dated on or before the first Utilisation Date (as may be amended, amended and restated or replaced from time to time by a letter between the Lender and the Administrator).

11.2 Facility Fees

(a) The Borrower shall pay to the Lender, in accordance with the Agency and Account Bank Agreement and one Business Day before each Coupon Payment Date (other than the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions), the Term Shortfall Payment applicable to that Coupon Payment Date, if any. For the avoidance of doubt, the Borrower shall remain obliged to pay the applicable Term Shortfall Payment notwithstanding the occurrence of a Drawstop Event which is continuing.

(b) The Lender shall pay to the Borrower, in accordance with the Agency and Account Bank Agreement and one Business Day before each Coupon Payment Date (other than the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions), the Term Excess Arrangement Payment applicable to that Coupon Payment Date, if any, provided that no Notes Acceleration Event has occurred. The Term Excess Arrangement Payment applicable to that Coupon Payment Date, if any, shall constitute a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) under this Agreement (or to the extent that the Term Excess Arrangement Payment amount exceeds the amount of interest and fees previously paid under this Agreement, shall constitute an advance rebate of interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) to be paid under this Agreement) and be paid by the Lender on a cashless basis following the prepayment of the Interest Facility Loans in accordance with paragraph (b) of Clause 6.1 (*Interest Facility*).

(c) The Borrower shall pay to the Lender, in accordance with the Agency and Account Bank Agreement and one Business Day before the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions, the Maturity Shortfall Payment, if any.

(d) The Lender shall pay to the Borrower, on the final Coupon Payment Date, being the Notes Maturity Date or the date of early redemption of the Notes in accordance with the Conditions, the Maturity Excess Payment (which shall constitute a rebate of previously paid interest and/or fees (including for the avoidance of doubt any Term Shortfall Payment) under this Agreement), if any, provided that such payment will only be made after all amounts due and payable to noteholders in respect of the Notes have been settled.

(e) The Borrower shall pay to the Lender, in accordance with the Agency and Account Bank Agreement and one Business Day before a Notes Partial Redemption Date, the Notes Partial Redemption Shortfall Payment, if any.

11.3 Upfront Fee

The Borrower shall pay to the Lender on the Issue Date a fee (representing (among other things) the aggregate fee payable to the initial purchasers party to the subscription agreement dated [●] entered into in connection with the issuance of the Notes) (the **Upfront Fee**). The Lender and the Borrower agree that the Borrower's obligation to pay the Upfront Fee to the Lender shall be set off against the Lender's obligation to lend the Initial Excess Cash Facility Amount in accordance with paragraph (b) of Clause 5.1 (*Initial Utilisations on the Issue Date*).

11.4 Change of Control Fee

Following a Change of Control Acceptance, the Borrower shall pay to the Lender on the Change of Control Prepayment Date a fee in an amount equal to 1.0 per cent. of the amount equal to the difference between (i) the Change of Control Prepayment Loan Amount, *less* (ii) the Issue Date Facility Loan prepaid pursuant to Clause 7.3 (*Change of Control Prepayment Offer*).

12. TAX GROSS UP AND INDEMNITIES

12.1 Definitions

In this Agreement:

Protected Party means the Lender if it is or will be, for or on account of Tax, subject to any liability or required to make any payment in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Tax Credit means a credit against, relief or remission for, or repayment of any Tax.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than:

(a) a FATCA Deduction; or

(b) a deduction or withholding for or on account of any Bank Levy (or otherwise attributable to, or arising as a consequence of, a Bank Levy).

Tax Payment means an increased payment made by an Obligor to a Finance Party under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.4 (*Tax indemnity*).

Treaty Lender means the Lender if it is (on the date a payment falls due), entitled to that payment under a double taxation agreement in force on the date (subject to the completion of any necessary procedural formalities) without a Tax Deduction.

In this Clause 12, a reference to determines or determined means a determination made in the absolute discretion of the person making the determination acting reasonably and in good faith.

12.2 Tax gross-up

(a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) The Borrower shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Administrator (on behalf of the Lender) accordingly.

(c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Administrator (on behalf of the relevant Finance Party) evidence reasonably satisfactory to the Administrator (on behalf of the relevant Finance Party) that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

(f) A Treaty Lender and each Obligor which makes a payment to which that Treaty Lender is entitled shall co-operate and use its reasonable efforts to complete any procedural formalities and provide any information, in each case on a timely basis, necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction (or with a reduced rate of such Tax Deduction).

(g) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction. If a FATCA Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any FATCA Deduction) leaves an amount equal to the payment which would have been due if no FATCA Deduction had been required.

(h) If an Obligor is required to make a FATCA Deduction, that Obligor shall make that FATCA Deduction and any payment required in connection with that FATCA Deduction within the time allowed and in the minimum amount required by law.

(i) Within 30 days of making either a FATCA Deduction or any payment required in connection with that FATCA Deduction, the Obligor making that FATCA Deduction shall deliver to the Administrator (on behalf of the Lender) evidence reasonably satisfactory to the Administrator (on behalf of the Lender) that the FATCA Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.3 Lender Tax Status

(a) Notwithstanding any other provision of this Clause 12 (*Tax Gross-up and Indemnities*):

(i) if the Lender is entitled to an exemption from or reduction of withholding tax with respect to payments made by the Borrower under any Finance Document, the Lender shall deliver to the

Borrower and the Administrator, at the time or times reasonably requested by the Borrower or the Administrator (and promptly after the occurrence of a change in the Lender's circumstance requiring a change in the most recent documentation previously delivered), such properly completed and executed documentation reasonably requested by the Borrower or the Administrator as will permit such payments to be made without withholding or at a reduced rate of withholding; and

(ii) if reasonably requested by the Borrower or the Administrator, the Lender shall deliver such other documentation prescribed by an applicable requirement of law or reasonably requested by the Borrower or the Administrator as will enable the Borrower or the Administrator to determine whether or not the Lender is subject to withholding or information reporting requirements. In the event that the Lender fails to comply with the foregoing requirement, the Borrower shall be permitted to withhold and retain an amount in respect of the applicable withholding tax estimated in good faith by the Borrower to be required to be withheld in respect of interest payable to the Lender. The Borrower is not required to make a Tax Payment to the Lender under this Agreement to the extent such Taxes are attributable to a failure by the Lender to provide the documentation required to be delivered pursuant to paragraph (i) of this Clause 12.3(a).

(b) The Lender shall confirm whether it is a FATCA Exempt Party and shall provide any documentation, forms and other information relating to its status under FATCA reasonably requested by the Administrator or the Borrower sufficient for the Administrator or the Borrower to comply with their obligations under FATCA and to determine whether the Lender has complied with such applicable reporting requirements.

12.4 Tax indemnity

(a) Subject to paragraph (b) below, the Borrower shall (within ten Business Days of demand by the Administrator (on behalf of the Lender or itself)) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party reasonably determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party. The Protected Party shall within five Business Days' of request by the Borrower provide to the Borrower reasonable written details explaining the loss, liability or cost and the calculation of the amount claimed by the Protected Party.

(b) Paragraph (a) above shall not apply with respect to any Tax assessed on the Lender:

(i) under the law of the jurisdiction in which the Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Lender is treated as resident for tax purposes; or

(ii) under the law of the jurisdiction in which the Lender's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income or net profits received or receivable (but not any sum deemed to be received or receivable) by the Lender.

(c) A Protected Party making, or intending to make a claim pursuant to paragraph (a) above shall promptly notify the Administrator (on behalf of the Lender) of the event which will give, or has given, rise to the claim, including details of the nature of the Tax due or paid by that Protected Party, following which the Administrator (on behalf of the Lender) shall promptly provide such information to the Borrower.

(d) A Protected Party shall, on receiving a payment from an Obligor under this Clause 12.4, notify the Administrator (on behalf of the Lender).

12.5 Tax Credit

(a) If the Borrower makes a Tax Payment and the relevant Finance Party determines that:

(i) a Tax Credit is attributable to that Tax Payment; and

(ii) that Finance Party has obtained, utilised and retained that Tax Credit,

the Finance Party shall pay an amount to the Borrower which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been made by the Borrower.

(b) No provision of this Agreement shall:

(i) interfere with the right of any Finance Party to arrange its tax or any other affairs in whatever manner it thinks fit or oblige any Finance Party to claim any credit, relief, remission or repayment

in respect of any payment of Tax in priority to any other credit, relief, remission or repayment available to it, except that the Finance Party's sole reason (acting in good faith) for not claiming or for deferring such credit, relief, remission or repayment shall not be its obligation to make a payment under this Clause 12.5; or

(ii) oblige any Finance Party to disclose any information relating to its Tax or other affairs or any computations in respect thereof.

12.6 Value added tax

(a) All consideration expressed to be payable under a Finance Document by any Party to a Finance Party shall be deemed to be exclusive of any VAT and no Party shall exercise any potential option for waiving a VAT exemption. Subject to paragraph (b), if VAT is chargeable on any supply made by a Finance Party to any Party in connection with a Finance Document, that Party shall pay to the Finance Party (in addition to and at the same time as paying the consideration) an amount equal to the amount of the VAT, unless the VAT charge is caused by the Finance Party's option to waive a VAT exemption, and in either case concurrently against the issue of an appropriate invoice.

(b) If VAT is or becomes chargeable on any supply made by any Finance Party (the **VAT Supplier**) to any other Finance Party (the **Recipient**) in connection with a Finance Document, and any Party other than the Recipient (the **Subject Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for such supply to the VAT Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration), (i) if the VAT Supplier is required to account to the relevant tax authority for the VAT, the Subject Party must also pay to the VAT Supplier and, (ii) if the Recipient is required to account to the relevant tax authority for the VAT the Subject Party must pay to the Recipient, (in addition to and at the same time as paying such amount) an amount equal to the amount of such VAT. Where paragraph (i) applies, the Recipient must promptly pay to the Subject Party an amount equal to any credit or repayment obtained by the Recipient from the relevant tax authority which the Recipient reasonably determines is in respect of the VAT chargeable on that supply. Where paragraph (ii) applies, the Subject Party must only pay to the Recipient an amount equal to the amount of such VAT to the extent that the Recipient reasonably determines that it is not entitled to a credit or repayment from the relevant tax authority in respect of that VAT.

(c) Where a Finance Document requires any Party to reimburse a Finance Party for any costs or expenses, that Party shall also at the same time pay and indemnify the Finance Party for the full amount of such costs and expenses including such costs that represent VAT incurred by the Finance Party in respect of the costs or expenses to the extent that the Finance Party reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of the VAT.

(d) Any reference in this Clause 12.6 to any Party shall, at any time when such Party is treated as a member of a group including but not limited to any fiscal unities for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the relevant legislation of any jurisdiction having implemented Council Directive 2006/112/EC on the common system of value added tax).

(e) If VAT is chargeable on any supply made by a Finance Party to any Party under a Finance Document and if reasonably requested by such Finance Party, that Party must give the Finance Party details of its VAT registration number and any other information as is reasonably requested in connection with the Finance Party's reporting requirements for the supply and at such time that the Finance Party may reasonably request it.

(f) Where the Borrower is required to make a payment under paragraph (b) above, such amount shall not become due until the Borrower has received a formal invoice detailing the amount to be paid.

13. MITIGATION BY THE LENDER

13.1 Mitigation

(a) The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*) or Clause 12 (*Tax Gross up and Indemnities*).

(b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

13.2 Limitation of liability

(a) The Borrower shall indemnify the Lender for all costs and expenses reasonably incurred by the Lender as a result of steps taken by it under Clause 13.1 (*Mitigation*).

(b) The Lender is not obliged to take any steps under Clause 13.1 (*Mitigation*) if, in the opinion of the Lender (acting reasonably), to do so might be prejudicial to it.

14. GUARANTEE AND INDEMNITY

14.1 Guarantee and Indemnity

With effect from the date of this Agreement or if later, the date on which it accedes to this Agreement in such capacity, each Guarantor irrevocably and unconditionally jointly and severally:

(a) guarantees to the Lender punctual performance by each Obligor of its payment obligations under the Finance Documents;

(b) undertakes with the Lender that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall promptly on demand of the Administrator (on behalf of the Lender) pay that amount as if it were the principal obligor provided that before any such demand if made on a Guarantor, demand for payment of the relevant amount shall first have been made on the Borrower; and

(c) indemnifies the Lender immediately on demand against any cost, loss or liability suffered by the Lender if any obligation of an Obligor guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which the Lender would otherwise have been entitled to recover.

Any demand issued to a Guarantor under this Clause 14.1 shall be copied to the Borrower at the same time as it is issued to the relevant Guarantor, provided that failure to do so shall not affect the validity or effectiveness of the demand or the obligations of the Guarantor under this Clause 14 (*Guarantee and Indemnity*).

14.2 Continuing Guarantee

Each guarantee pursuant to this Clause 14 (*Guarantee and Indemnity*) is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

14.3 Reinstatement

If any payment by an Obligor or any discharge given by the Lender (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

(a) the liability of each Obligor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

(b) the Lender shall be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred.

14.4 Waiver of defences

The obligations of each Guarantor under this Clause 14 will not be affected by an act, omission, matter or thing which, but for this Clause 14 would reduce, release or prejudice any of its obligations under this Clause 14 (without limitation and whether or not known to it or the Lender) including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

14.5 Immediate recourse

Each Guarantor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Guarantor under this Clause 14 provided that no demand for any payment may be made on a Guarantor unless such demand has first been made on the Borrower. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

14.6 Appropriations

Until all amounts then due and payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or the Administrator or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Guarantor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of any Guarantor's liability under this Clause 14 provided that the Lender (or the Administrator or any trustee or agent on its behalf) shall promptly upon receiving moneys sufficient to discharge all amounts then due and payable by the Obligors under the Finance Documents, apply such moneys to so discharge such amounts.

14.7 Deferral of Guarantors' rights

Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full and unless the Administrator (on behalf of the Lender) otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 14:

(a) to claim by way of contribution or indemnity in relation to any of the obligations of the Borrower under any of the Finance Documents;

(b) to claim or prove as a creditor of the Borrower or any other person or its estate in competition with the Lender of any of them;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Guarantor has given a guarantee, undertaking or indemnity under this Clause 14; and/or

(e) to exercise any right of set-off against any Obligor.

If a Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender by the Obligors under or in connection with the Finance Documents to be repaid in

full on trust for the Lender and shall promptly pay or transfer the same to the Administrator (on behalf of the Lender) or as the Administrator (on behalf of the Lender) may direct for application in accordance with Clause 19 (*Payment Mechanics*).

14.8 Release of Guarantors' right of contribution

If any Guarantor (a **Retiring Guarantor**) ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor or resigns in accordance with Clause 18.5 (*Resignation of a Guarantor*) then on the date such Retiring Guarantor ceases to be a Guarantor:

(a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and

(b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Guarantor.

14.9 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

14.10 Guarantor Intent

Without prejudice to the generality of Clause 14.4 (*Waiver of defences*), and subject to applicable law restrictions, each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

14.11 Guarantee Limitations

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Act or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the relevant Guarantor and, with respect to any Additional Guarantor, is subject to any limitations set out in the Obligor Accession Agreement applicable to such Additional Guarantor.

15. INFORMATION AND OTHER UNDERTAKINGS

The Borrower shall comply with the information undertakings and covenants set out in Schedule 5 (*Covenants*), and all information to be provided by the Borrower under this Clause shall be supplied to the Administrator (on behalf of the Lender).

15.1 "Know your customer" checks

(a) If:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement; or

(ii) any change in the status of an Obligor or the composition of the shareholders of an Obligor after the date of this Agreement,

obliges the Administrator or the Lender to comply with "know your customer" or similar reasonable identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Administrator or the Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Administrator or the Lender in order for the Administrator or the Lender, as applicable, to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to any relevant person pursuant to the transactions contemplated in the Finance Documents.

(b) The Borrower shall, by not less than ten Business Days' prior written notice to the Administrator (on behalf of the Lender), notify the Administrator (on behalf of the Lender) of its intention to request that one of its Subsidiaries becomes an Additional Guarantor pursuant to Clause 18 (*Changes to the Obligors*).

(c) Following the giving of any notice pursuant to paragraph (b) above, if the accession of such Additional Guarantor obliges the Administrator (on behalf of the Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Administrator (on behalf of the Lender) supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Administrator (on behalf of the Lender) to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to any relevant person pursuant to the accession of such Subsidiary to this Agreement as an Additional Guarantor.

15.2 Notification of default

The Borrower will deliver to the Administrator (on behalf of the Lender) within 30 days after the occurrence of any Default or Event of Default a certificate signed by one of its directors or senior officers on its behalf specifying such Default or Event of Default, its status and what action, if any, the Borrower is taking or proposes to take with respect thereto.

16. EVENTS OF DEFAULT

16.1 Events of default

Each of the events or circumstances set out in Schedule 6 (*Events of Default*) is an Event of Default.

16.2 Acceleration

On and at any time after the occurrence of an Event of Default where such event is continuing the Lender may by notice to the Borrower:

(a) cancel the Total Commitments at which time they shall immediately be cancelled;

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable;

(c) declare that all or part of the Loans be payable on demand, at which time they shall immediately become payable on demand by the Lender; and/or

(d) exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

17. CHANGES TO THE LENDER

(a) Subject to paragraph (b) below, the Lender may not assign any of its rights or transfer by novation any of its rights and obligations under any Finance Document without the prior written consent of the Borrower.

(b) The Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create a security interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of the Lender in relation to the Notes except that no such charge, assignment or security interest shall:

(i) release the Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or security interest for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor or grant to any person any more extensive rights than those required to be made or granted to the Lender under the Finance Documents.

(c) The Lender hereby gives notice:

(i) to the Borrower that it has assigned to BNY Mellon Corporate Trustee Services Limited (the **Security Trustee**) pursuant to the Notes Trust Deed all of its rights under (A) this Agreement, (B) the Original Framework Assignment Agreement, (C) the Issue Date Arrangements Agreement and (D) the Expenses Agreement (collectively, the **Relevant Contracts**), including all monies which may be payable in respect of each Relevant Contract, and

(ii) to each of the Obligors (other than the Borrower) that it has assigned to the Security Trustee pursuant to the Notes Trust Deed all of its rights under this Agreement including all monies which may be payable in respect of this Agreement.

(d) The Lender confirms that:

(i) it will remain liable under each Relevant Contract to perform all the obligations assumed by it under that Relevant Contract;

(ii) none of the Security Trustee, its agents, any receiver or any other person will at any time be under any obligation or liability to the relevant Obligor under or in respect of any Relevant Contract; and

(iii) it will remain entitled to exercise all of its rights, powers and discretions under each Relevant Contract and each Obligor should continue to give notice under each applicable Relevant Contract to the Lender, unless and until such Obligor receives written notice from the Security Trustee to the contrary stating that the security constituted by the Notes Trust Deed has become enforceable, in which case, all of the Lender's rights will be exercisable by, and notices must be given to, the Security Trustee or as it directs.

(e) Each Obligor is authorised and instructed by the Lender, without requiring further approval from the Lender, to provide the Security Trustee with such information relating each Relevant Contract as it may from time to time request and to send copies of all notices issued by any Obligor under a Relevant Contract to the Security Trustee as well as to the Lender. Such instructions may not be revoked without the prior written consent of the Security Trustee (acting reasonably).

(f) Each of the Obligors acknowledges the notice and other provisions in paragraphs (c) to (e) above and confirms that it has not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in and to the applicable Relevant Contract and that it will comply with the terms of the notice. Each of the Obligors confirms that it will pay all sums due, and give notices, under each applicable Relevant Contract in accordance with paragraph (d) above.

(g) The Security Trustee may rely on paragraphs (c) to (f) above subject to Clause 1.3 (*Third party rights*).

18. CHANGES TO THE OBLIGORS

18.1 Assignment and transfers by Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents other than as permitted under Schedule 5 (*Covenants*).

18.2 Permitted Affiliate Designation

The Borrower may provide the Administrator (on behalf of the Lender) with notice that it wishes to include any Affiliate (the **Permitted Affiliate Parent**) of the Borrower and the Subsidiaries of any such Permitted Affiliate Parent as members of the Group for the purposes of this Agreement. Such Affiliate shall become a Permitted Affiliate Parent for the purposes of this Agreement upon confirmation from the Administrator (on behalf of the Lender) to the Borrower that:

(a) such Affiliate has complied with the requirements of Clause 18.4 (*Additional Guarantors*) and such Affiliate has acceded to this Agreement as a Guarantor;

(b) the Borrower has delivered a certificate to the Administrator (on behalf of the Lender) signed by an authorised signatory of the Borrower which certifies that:

(i) the designation of such Affiliate as a Permitted Affiliate Parent under this Agreement will not:

(A) materially and adversely affect the guarantees provided in relation to the liabilities under this Agreement; or

(B) result in the Lender becoming structurally subordinated in right of payment to lenders to the Permitted Affiliate Parent and its Subsidiaries; and

(ii) the Consolidated Net Leverage Ratio (as defined in Schedule 7 (*Additional Definitions*)) calculated on a pro forma basis and giving effect to the designation of such Affiliate as a Permitted Affiliate Parent would not exceed 5.0 to 1.0; and

(c) the Borrower has given written notice to the Administrator (on behalf of the Lender) identifying a person that is a Holding Company of the Borrower and each Permitted Affiliate Parent as the common Holding Company for the purposes of this Agreement (the **Common Holding Company**).

18.3 Affiliate Subsidiary

The Borrower may provide the Administrator (on behalf of the Lender) with notice that it wishes to include any Subsidiary of the Ultimate Parent (as defined in Schedule 7 (*Definitions*)) (other than a Subsidiary of the Borrower or a Permitted Affiliate Parent) (the **Affiliate Subsidiary**) as a member of the Group for the purposes of this Agreement. Such Subsidiary shall become an Affiliate Subsidiary for the purposes of this Agreement upon confirmation from the Administrator (on behalf of the Lender) to the Borrower that:

(a) such Subsidiary has complied with the requirements of Clause 18.4 (*Additional Guarantors*) and such Subsidiary has acceded to this Agreement as a Guarantor; and

(b) the Borrower has delivered a certificate to the Administrator (on behalf of the Lender) signed by an authorised signatory of the Borrower which certifies that prior to or immediately after giving effect to such accession, no Default or Event of Default shall have occurred and be continuing.

18.4 Additional Guarantors

(a) Subject to compliance with the provisions of paragraph (b) of Clause 15.1 (*"Know your customer" checks*), the Borrower may request that any Permitted Affiliate Parent, Affiliate Subsidiary or member of the Group becomes a Guarantor.

(b) The Borrower shall ensure that any person that becomes a Receivables Obligor promptly and in any event within 60 Business Days of the date that person becomes a Receivables Obligor, becomes a Guarantor.

(c) A Receivables Obligor, a Permitted Affiliate Parent, an Affiliate Subsidiary or a member of the Group shall become an Additional Guarantor if:

(i) the Borrower and the proposed Additional Guarantor deliver to the Administrator (on behalf of the Lender) a duly completed and executed Obligor Accession Agreement; and

(ii) the Administrator (on behalf of the Lender) has received all of the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*) in relation to that Additional Guarantor in a form that appears in the opinion of the Administrator (on behalf of the Lender) acting reasonably to comply with the requirements therein.

(d) The Administrator (on behalf of the Lender) shall notify the Borrower promptly upon being satisfied that it has received (in a form that appears in the opinion of the Administrator (on behalf of the Lender) acting reasonably to comply with the requirements therein) all the documents and other evidence listed in Part 2 of Schedule 2 (*Conditions Precedent*).

18.5 Resignation of a Guarantor

(a) The Borrower may request that a Guarantor (other than the Borrower) ceases to be a Guarantor by delivering to the Administrator (on behalf of the Lender) a Resignation Letter if:

(i) other than in the case of a Guarantor that is a Receivables Obligor unless such Guarantor will cease to be a Receivables Obligor within 30 days of that Resignation Letter, the Borrower or a Permitted Affiliate Parent has ceased to own more than 50.1% of the shares in that Guarantor or will cease to own more than 50.1% of the shares in that Guarantor within 30 days of the date of that Resignation Letter and the Borrower has confirmed this is the case;

(ii) a Guarantor has ceased to be a Receivables Obligor and the Borrower has confirmed by notice to the Administrator (on behalf of the Lender) this is the case;

(iii) to the extent such resignation is not pursuant to Clause 18.5(a)(i) or (ii) above or Clause 18.5(a)(iv) below, the Administrator has consented to the resignation of that Guarantor; *provided that*, the Administrator shall consent to a resignation pursuant to this Clause 18.5(a)(iii) if such Resignation Letter includes an additional confirmation from the Borrower that such proposed resignation of that Guarantor complies with, and will not result in a default under, the terms and conditions of the other applicable Transaction Documents; or

(iv) it relates to an Affiliate Subsidiary that the Borrower wishes to designate as no longer being an Affiliate Subsidiary (an **Affiliate Subsidiary Release**) for the purposes of this Agreement, provided that immediately after giving effect to such Affiliate Subsidiary Release, no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof and either (1) the Borrower, any Permitted Affiliate Parent and the Restricted Subsidiaries could Incur at least £1.00 of additional Indebtedness pursuant to paragraph (1) of Section 4.09 *(Limitation on Indebtedness*) of Schedule 5 (*Covenants*) or (2) the Consolidated Net 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 Affiliate Subsidiary Release.

(b) The Administrator (on behalf of the Lender) shall accept a Resignation Letter and notify the Borrower of its acceptance if:

(i) the Borrower has confirmed that no Default is continuing or would result from the acceptance of the Resignation Letter; and

(ii) no payment is due from the Guarantor under Clause 14 (*Guarantee and Indemnity*).

(c) The resignation of that Guarantor (and, if applicable, an Affiliate Subsidiary Release) shall not be effective until the date that the Administrator (on behalf of the Lender) notifies the Borrower that it accepts the Resignation Letter or the date that the Administrator's (on behalf of the Lender) consent is obtained at which time that company shall cease to be a Guarantor (and, if applicable, that Affiliate Subsidiary shall cease to be an Affiliate Subsidiary) and shall have no further rights or obligations under the Finance Documents as a Guarantor (and, if applicable, as an Affiliate Subsidiary).

(d) Notwithstanding paragraphs (a) to (c) above and subject to paragraph (e) below, the guarantee under this Agreement of a Guarantor (other than the Borrower) shall be automatically released (and the relevant Guarantor shall cease to be a Guarantor and shall have no further rights or obligations under the Finance Documents as a Guarantor at the time of such release as appropriate):

(i) in the case of a Guarantor that is prohibited or restricted by applicable law from guaranteeing any obligations under the Finance Documents (other than customary legal and contractual limitations on the guarantee of such Guarantor substantially similar to those provided for in this Agreement); *provided* that such guarantee will be released as a whole or in part to the extent it is necessary to achieve compliance with such prohibition or restriction;

(ii) other than in the case of a Guarantor which is a Receivables Obligor unless such Guarantor will cease to be a Receivables Obligor at the time of such designation, if such Guarantor is designated as an Unrestricted Subsidiary in compliance with Section 4.07 of Schedule 5 (*Covenants*); or

(iii) other than in the case of a Guarantor that is a Receivables Obligor unless such Guarantor will cease to be a Receivables Obligor at the time of the relevant transaction, as a result of a transaction permitted by, and in compliance with Section 5.01 of Schedule 5 (*Covenants*).

(e) In all circumstances described in paragraph (d) above, a guarantee shall only be released if the Borrower has delivered to the Administrator (on behalf of the Lender), at the cost and expense of the Borrower, an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent provided for in this Agreement (including Schedule 5 (*Covenants*)) relating to any such transaction listed in paragraph (d) above have been complied with.

(f) Save where defined in Clause 1.1 (*Definitions*), defined terms used in paragraphs (a), (d) and (e) of this Clause 18.5 shall bear the meaning given to them in Schedule 7 (*Additional Definitions*).

(g) The provisions of paragraphs (d) and (e) of this Clause 18.5 are to be interpreted in accordance with New York law (without prejudice to the fact that the Finance Documents are to be governed by English law).

(h) The Lender shall, at the cost of the Borrower, execute such documents as may be required or desirable to effect any such release of guarantee and resignation of the relevant Guarantor under this Clause 18.5.

19. PAYMENT MECHANICS

19.1 Payments to the Lender

(a) On each date on which an Obligor is required to make a payment under a Finance Document that Obligor shall make the same available to the Lender or the Administrator (as applicable) (unless expressly provided to the contrary in a Finance Document including where a Finance Document states that a payment shall be made on a cashless basis) for value on the due date at the time and in such funds specified by the Administrator (on behalf of the Lender or itself, as applicable) as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in a principal financial centre in a Participating Member State or London with such bank as the Administrator (on behalf of the Lender or itself, as applicable) specifies.

19.2 No set-off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

19.3 Business Days

(a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

19.4 Currency of account

(a) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in Sterling or the currency in which that Loan was made.

(b) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated when that interest accrued.

(c) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(d) Any amount expressed to be payable in a currency other than Sterling shall be paid in that other currency.

20. SET-OFF

Whilst any Event of Default has occurred and is continuing a Finance Party may, at its discretion but not in the ordinary course of arrangements prescribed in the Transaction Documents, set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, that Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

21. NOTICES

21.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax, email or letter.

21.2 Addresses

The address, email address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of each Obligor:
Virgin Media Investment Holdings Limited
500 Brook Drive, Reading, RG2 6UU
United Kingdom
Attention: General Counsel
Email: general.counsel@virginmedia.co.uk

or any substitute address, email address, fax number or department or officer as the Obligors' Agent may notify to the Administrator (on behalf of the Lender) by not less than five Business Days' notice;

(b) in the case of the Administrator:
The Bank of New York Mellon, London Branch
One Canada Square
London E14 5AL
Attention: Keith Locke
Email: CT.Liberty@bnymellon.com

or any substitute address, email address, fax number or department or officer as the Administrator may notify to the Obligors' Agent by not less than five Business Days' notice; and

(c) in the case of the Lender:
Virgin Media Vendor Financing Notes III Designated Activity Company
3rd Floor, Kilmore House
Park Lane, Spencer Dock
Dublin 1
Ireland
Attention: The Directors
Telephone: +353 (0) 1614 6250
Facsimile: +353 (0) 1614 6240
Email: Ireland@tmf-group.com

or any substitute address, email address, fax number or department or officer as the Lender may notify to the Administrator and the Borrower by not less than five Business Days' notice.

21.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(i) if by way of fax, when received in legible form;

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or

(iii) if by way of email, when the email is received,

and, if a particular department or officer is specified as part of its address details provided under Clause 21.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Administrator (on behalf of the Lender) will be effective only when actually received by the Administrator and then only if it is expressly marked for the attention of the department or officer identified in Clause 21.2 (*Addresses*) (or any substitute department or officer as the Administrator shall specify for this purpose).

(c) All notices from or to an Obligor shall be sent through the Administrator.

21.4 Notification of address, email address and fax number

Promptly upon receipt of notification of an address, email address and fax number, or change of address, email address or fax number pursuant to Clause 21.2 (*Addresses*) or changing its own address, email address or fax number, the Administrator shall notify the other Parties.

21.5 Use of websites

(a) An Obligor may satisfy its obligation under any Finance Document to deliver any information by posting such information onto an electronic website designated by the Borrower and the Administrator (on behalf of the Lender) (the **Designated Website**) if:

(i) both the Borrower and the Administrator (on behalf of the Lender) are aware of the address of and any relevant password specifications for the Designated Website; and

(ii) the information is in a format previously agreed between the Borrower and the Administrator (on behalf of the Lender).

In any event the Borrower shall at its own cost supply the Administrator (on behalf of the Lender) with at least one copy in paper form of any information required to be provided by it on written request by the Administrator.

(b) The Borrower shall promptly upon becoming aware of its occurrence notify the Administrator (on behalf of the Lender) if:

(i) the Designated Website cannot be accessed due to technical failure;

(ii) the password specifications for the Designated Website change;

(iii) any new information which is required to be provided under any Finance Document is posted onto the Designated Website;

(iv) any existing information which has been provided under any Finance Document and posted onto the Designated Website is amended; or

(v) the Borrower becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.

If the Borrower notifies the Administrator (on behalf of the Lender) under paragraph (b)(i) or paragraph (b)(v) above, all information to be provided by the Borrower under this Agreement after the date of that notice shall be supplied in paper form unless and until the Administrator (on behalf of the Lender) is satisfied that the circumstances giving rise to the notification are no longer continuing.

21.6 English language

Each communication and document made or delivered by one party to another pursuant to any Finance Document shall be in the English language or accompanied by a translation of it into English certified (by an officer of the person making or delivering the same) as being a true and accurate translation of it.

22. ADMINISTRATOR

(a) The Lender has appointed the Administrator to act as its agent pursuant to the terms of the Agency and Account Bank Agreement.

(b) The Lender and the Borrower acknowledge that the Lender has authorised the Administrator to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Administrator under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions and in so acting, the Administrator shall have the benefit of the rights, powers, protections, authorities and indemnities conferred on it in the Agency and Account Bank Agreement.

(c) Any calculation by the Administrator of an amount under any Finance Document shall be made in good faith and, in the absence of manifest error, shall be conclusive evidence of the matter to which it relates.

23. CALCULATIONS AND CERTIFICATES

23.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

23.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, *prima facie* evidence of the matters to which it relates.

23.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days comprised of twelve 30 day months.

24. PARTIAL INVALIDITY

If, at any time, any provision of the Finance Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, such illegality, invalidity or unenforceability shall not affect:

(a) the legality, validity or enforceability of the remaining provisions of the Finance Documents; or

(b) the legality, validity or enforceability of such provision under the law of any other jurisdiction.

25. LENDER'S LIMITATIONS

25.1 Limited Recourse

(a) Notwithstanding any other provisions of this Agreement or any other Transaction Document, the obligations of the Lender to pay amounts due and payable by it in respect of the Facilities to the Obligors or the Administrator and otherwise under this Agreement at any time shall be limited to the proceeds available at such time to make such payments from the net proceeds of realisation of the Lender's assets in accordance with the Priorities of Payment and Condition 3, from time to time. Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, if the net proceeds of realisation of the security constituted by the Notes Trust Deed and the other Notes Security Documents (as defined in the Notes Trust Deed) upon enforcement thereof in accordance with the Conditions and the provisions of the Notes Trust Deed and the other Notes Security Documents (as defined in the Notes Trust Deed) or otherwise are less than the aggregate amount payable by the Lender in respect of the Facilities and otherwise under this Agreement (such negative amount being referred to herein as a **shortfall**), the obligations of the Lender in respect of the Facilities and its other obligations in respect of this Agreement in such circumstances will be limited to such net proceeds which, in respect of the proceeds of enforcement of the security constituted by the Notes Trust Deed and the other Notes Security Documents (as defined in Condition 1(a)) shall be applied in accordance with the Priorities of Payment. In such circumstances, any assets of the Lender other than such security (including, without limitation, the Issuer Profit Account and its rights under the Corporate Administration Agreement (each as defined in the Trust Deed)) will not be available for payment of such shortfall which shall be borne by the Obligors and the Administrator, as applicable. The rights of the Obligors and the Administrator to receive any further amounts in respect of such obligations shall be extinguished and none of the Obligors or the Administrator may take any further action to recover such amounts.

(b) In addition, no recourse under any obligation, covenant, or agreement of the Lender contained in this Agreement shall be had by the Obligors or the Administrator against any shareholder, officer, agent, employee or director of the Lender, by the enforcement of any assessment or by any proceeding, by virtue of any statute or otherwise, it being expressly agreed and understood that the obligations under this Agreement are corporate obligations of the Lender. No personal liability shall attach to or be incurred by the shareholders, officers, agents, employees or directors of the Lender, or any of them, under or by reason of any of the obligations, covenants or agreements of the Lender contained in this Agreement, or implied therefrom, and any and all personal liability of every such shareholder, officer, agent, employee or director for breaches by the Lender of any such obligations, covenants or agreements, either at law or by statute or constitution, of every such shareholder, officer, agent, employee or director is hereby deemed expressly waived by the other Parties.

(c) The directors of the Lender have no obligation to the Obligors or the Administrator for payment of any amount by the Lender in respect of the Facilities.

25.2 Non-Petition

None of the Obligors or the Administrator (nor any other person acting on behalf of any of them) shall be entitled at any time to institute against the Lender, or join in any institution against the Lender of, any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding-up or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligations of the Lender relating to the Facilities, this Agreement or otherwise owed to the Obligors or the Administrator, save for lodging a claim in the liquidation of the Lender which is initiated by another non-affiliated party or taking proceedings to obtain a declaration or judgment as to the obligations of the Lender.

25.3 Survival

This Clause 25 (*Lender's Limitations*) shall survive termination of this Agreement.

26. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under the Finance Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

27. AMENDMENTS AND WAIVERS

Any term of the Finance Documents may be amended or waived only with the consent of the Lender and the Borrower.

28. TERMINATION OF CERTAIN PROVISIONS

Save as otherwise provided in this Agreement, the obligations of the Obligors under this Agreement shall only terminate on the repayment and cancellation in full of all amounts and Commitments outstanding under the Finance Documents (including, for the avoidance of doubt, any accrued but unpaid fees, costs and expenses).

29. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

30. GOVERNING LAW

This Agreement, including all non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law.

31. ENFORCEMENT

31.1 Courts

Each of the Parties irrevocably agrees for the benefit of each of the Finance Parties that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement or any non-contractual obligation arising out of or in connection with this Agreement (respectively **Proceedings** and **Disputes**) and, for such purposes, irrevocably submits to the jurisdiction of such courts.

31.2 Waiver

Each of the Obligors irrevocably waives any objection which it might now or hereafter have to Proceedings being brought or Disputes settled in the courts of England and agrees not to claim that any such court is an inconvenient or inappropriate forum.

31.3 Service of process

The Lender and each of the Obligors which is not incorporated in England agrees that the process by which any Proceedings are begun may be served on it by being delivered in connection with any Proceedings in England, to the Borrower at its registered office for the time being and the Borrower, by its signature to this Agreement, accepts its appointment as such in respect of the Lender and each such Obligor. If the appointment of the person mentioned in this Clause 31.3 (*Service of process*) ceases to be effective in respect of the Lender or any of the Obligors (as applicable) the Lender or the relevant Obligor (as applicable) shall immediately appoint a further person in England to accept service of process on its behalf in England and, failing such appointment within 15 days, the Administrator shall be entitled to appoint such person by notice to the Lender or the relevant Obligor (as applicable). Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

31.4 Proceedings in Other Jurisdictions

Nothing in Clause 31.1 (*Courts*) shall (and shall not be construed so as to) limit the right of the Finance Parties or any of them to take Proceedings against any of the Obligors in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

31.5 General Consent

Each of the Obligors consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such proceedings including the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such proceedings.

31.6 Waiver of Immunity

To the extent that any Obligor may in any jurisdiction claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself, its assets or revenues such immunity (whether or not claimed), such Obligor irrevocably agrees not to claim, and irrevocably waives, such immunity to the full extent permitted by the laws of such jurisdiction.

32. COMPLETE AGREEMENT

The Finance Documents contain the complete agreement between the Parties on the matters to which they relate and supersede all prior commitments, agreements and undertakings, whether written or oral, on those matters.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1
THE ORIGINAL GUARANTORS

Name of Original Guarantor	Jurisdiction of incorporation	Registration number (or equivalent, if any)
Virgin Media Investment Holdings Limited	England and Wales	03173552
Virgin Media Limited	England and Wales	02591237
Virgin Mobile Telecoms Limited	England and Wales	03707664
Virgin Media Senior Investments Limited	England and Wales	10362628

SCHEDULE 2
CONDITIONS PRECEDENT

Part 1: Conditions Precedent to Signing the Agreement

1. **Corporate Documents**

   (a) A copy of the Constitutional Documents of each Original Obligor.

   (b) A copy of an extract of a resolution of the board of directors (or, if applicable, a committee of the board of directors) (or equivalent) of each Original Obligor:

      (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute and, where applicable, deliver and perform the Finance Documents;

      (ii) authorising a specified person or persons to execute and, where applicable, deliver the Finance Documents to which it is a party on its behalf;

      (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is party; and

      (iv) in the case of an Obligor other than the Borrower, authorising the Borrower to act as its agent in connection with the Finance Documents.

   (c) If applicable, a copy of a resolution of the board of directors of the relevant Original Obligor, establishing the committee referred to in paragraph (b) above.

   (d) A specimen of the signature of each person authorised to execute, on behalf of each Original Obligor, the Finance Documents and related documents to which it is a party and to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with such Finance Documents.

   (e) To the extent legally necessary, a copy of a resolution signed by all of the holders of the issued shares in each Original Obligor, approving the terms of and the transaction contemplated by, the Finance Documents to which the Original Obligor is a party.

   (f) A certificate of a director of the Borrower confirming that borrowing or guaranteeing, as appropriate, the Total Commitments will not cause any borrowing or similar limit binding on any Original Obligor to be exceeded.

   (g) A certificate of an authorised signatory of each Original Obligor certifying that each copy document relating to it specified in this Part 1 of Schedule 2 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement.

2. **Legal opinions**

   A legal opinion of Allen & Overy LLP as to English law in relation to, among other matters, the capacity and authority of the Original Obligors to enter into this Agreement and the enforceability of this Agreement addressed to the initial purchasers of the Notes substantially in the form delivered to the initial purchasers of the Notes prior to the date of this Agreement.

3. **Finance Documents**

   A copy of this Agreement executed by the Original Obligors.

Part 2: Conditions Precedent Required to be Delivered by an Additional Guarantor

1. **Corporate Documents**

(a) A copy of the Constitutional Documents of the Additional Guarantor.

(b) A copy of an extract of a resolution of the board of directors (or, if applicable, a committee of the board of directors) (or equivalent) of the Additional Guarantor:

(i) approving the terms of, and the transactions contemplated by, the Obligor Accession Agreement and the Finance Documents to which it is a party and resolving that it execute and, where applicable, deliver and perform the Obligor Accession Agreement and any other Finance Document (as applicable) to which it is a party;

(ii) authorising a specified person or persons to execute and, where applicable, deliver the Obligor Accession Agreement and other Finance Documents (as applicable) on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Finance Documents to which it is party; and

(iv) authorising the Borrower to act as its agent in connection with the Finance Documents.

(c) If applicable, a copy of a resolution of the board of directors of the relevant Additional Guarantor, establishing the committee referred to in paragraph (b) above.

(d) A specimen of the signature of each person authorised to execute, on behalf of the Additional Guarantor, the Obligor Accession Agreement and the Finance Documents and related documents to which it is a party and to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Obligor Accession Agreement and such Finance Documents.

(e) To the extent legally necessary, a copy of a resolution signed by all of the holders of the issued shares in the Additional Guarantor, approving the terms of and the transaction contemplated by, the Obligor Accession Agreement and the Finance Documents to which the Additional Guarantor is a party.

(f) A certificate of an authorised signatory of the Additional Guarantor confirming that borrowing or guaranteeing, as appropriate, the Total Commitments will not cause any borrowing or similar limit binding on it to be exceeded.

(g) A certificate of an authorised signatory of the Additional Guarantor certifying that each copy document relating to it specified in this Part 2 of Schedule 2 is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of the Obligor Accession Agreement.

2. **Legal Opinions**

Such legal opinions as the Administrator (on behalf of the Lender) may reasonably require as to:

(a) the due incorporation, capacity and authorisation of the relevant Additional Guarantor under the relevant laws of the jurisdiction of organisation or establishment of such Additional Guarantor; and

(b) the relevant obligations to be assumed by the relevant Additional Guarantor under the Obligor Accession Agreement and this Agreement being legal, valid, binding and enforceable against it under English law.

SCHEDULE 3
FORM OF OBLIGOR ACCESSION AGREEMENT

To: [ ] as Lender

From: [Subsidiary], [Borrower]

Dated:

Dear Sirs

£[●] facilities agreement dated [●] 2020 between, among others, Virgin Media Investment Holdings Limited (as Borrower), Virgin Media Limited, Virgin Mobile Telecoms Limited, Virgin Media Senior Investments Limited and Virgin Media Investment Holdings Limited (as Original Guarantors), and Virgin Media Vendor Financing Notes III Designated Activity Company (as Lender) (the Facilities Agreement)

1. We refer to the Facilities Agreement. This is an Obligor Accession Agreement. Terms defined in the Facilities Agreement have the same meaning in this Obligor Accession Agreement unless given a different meaning in this Obligor Accession Agreement.

2. [●] agrees to become an Additional Guarantor and to be bound by the terms of the Facilities Agreement and the other Finance Documents as an Additional Guarantor pursuant to Clause 18.4 (*Additional Guarantors*) of the Facilities Agreement. [●] is duly incorporated under the laws of [name of relevant jurisdiction] and is a limited liability company with registered number [ ].

3. [Add any necessary guarantee limitation language in relation to the relevant jurisdiction.]

   [●] administrative details are as follows:

   Address:

   Fax No.:

   Attention:

   This Obligor Accession Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

   [This Obligor Accession Agreement is entered into by deed.]

   [Borrower] [Subsidiary]

SCHEDULE 4
FORM OF RESIGNATION LETTER

To: [ ] as Lender

From: [resigning Guarantor] and [Borrower]

Dated:

Dear Sirs,

£[●] facilities agreement dated [●] 2020 between, among others, Virgin Media Investment Holdings Limited (as Borrower), Virgin Media Limited, Virgin Mobile Telecoms Limited, Virgin Media Senior Investments Limited and Virgin Media Investment Holdings Limited (as Original Guarantors), and Virgin Media Vendor Financing Notes III Designated Activity Company (as Lender) (the Facilities Agreement)

1. We refer to the Facilities Agreement. This is a Resignation Letter. Terms defined in the Facilities Agreement have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
2. Pursuant to Clause 18.5 (*Resignation of a Guarantor*), we request that [*resigning Guarantor*] be released from its obligations as a Guarantor under the Facilities Agreement and the Finance Documents.
3. We confirm that:
   (a) no Default is continuing or would result from the acceptance of this request; and
   (b) no payment is due from that [*resigning Guarantor*] under Clause 14 (*Guarantee and Indemnity*).
4. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

[Borrower]	[*resigning Guarantor*]
By:	By:

SCHEDULE 5
COVENANTS

Unless otherwise specified herein, (i) references in this Schedule 5 (Covenants) to sections of Section 4 or Section 5 are to those sections of this Schedule 5 (Covenants); (ii) references in this Schedule 5 (Covenants) to sections of Section 6 are to those sections of Schedule 6 (Events of Default); and (iii) defined terms used in this Schedule 5 (Covenants) shall bear the meanings given to them in Schedule 7 (Additional Definitions) or as otherwise given to them in Clause 1.1 (Definitions) of this Agreement. For the avoidance of doubt, the section references in this Schedule 5 (Covenants) are deliberately retained for consistency given the equivalent provisions in indentures entered into by Liberty Global and its Subsidiaries for ease of reference. The provisions of this Schedule are to be interpreted in accordance with New York law (without prejudice to the fact that the Finance Documents are to be governed by English law).

Section 4.01 [*RESERVED*]

Section 4.02 [*RESERVED*]

Section 4.03 *Reports*

(a) The Company or any Permitted Affiliate Parent will provide to the Administrator (acting on behalf of the Lender), and, in each case of clauses (1) and (2) of this Section 4.03(a), will post on the Company's, the Virgin Reporting Entity's or the Ultimate Parent's website (or make similar disclosure) the following; *provided, however,* that to the extent any reports are filed on the SEC's website or on the Company's, the Virgin Reporting Entity's or the Ultimate Parent's website, such reports shall be deemed to be provided to the Administrator (acting on behalf of the Lender):

(1) within 150 days after the end of each fiscal year ending subsequent to the Signing 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 (or if the Virgin Reporting Entity has been in existence for less than two full fiscal years, of the preceding 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 (or if the Virgin Reporting Entity has been in existence for less than two full fiscal years, of the preceding Virgin Reporting Entity) for the two 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, liquidity and capital resources, 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 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 in its financial reports with respect to the period presented, (ii) include any exhibits, or (iii) include separate financial statements for any Affiliates of the Virgin Reporting Entity or any acquired businesses;

(2) 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 combined or Consolidated financial statements of the Virgin Reporting Entity for such period, prepared in accordance with GAAP, (b) a financial review of such period (including a comparison against the prior year's comparable period), consisting of a discussion of (i) the results of operations and financial condition of the Virgin Reporting Entity on a Consolidated basis, and material changes between the current period and the prior year's comparable period and (ii) material developments in the business of the Virgin Reporting Entity and its Restricted Subsidiaries, (c) financial information and trends in the business in which the Virgin Reporting Entity and its Restricted Subsidiaries are engaged and (d) information with respect to any material acquisition or disposal during the period *provided, however*, that such reports need not (i) contain any segment data other than as required under GAAP in its financial reports with respect to the period presented, (ii) include any exhibits, or (iii) include separate financial statements for any Affiliates of the Virgin Reporting Entity or any acquired businesses; and

(3) 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, any Permitted Affiliate Parent and the Restricted Subsidiaries, taken as a whole.

(b) If the Company or a Permitted Affiliate Parent has designated any of its Restricted Subsidiaries as Unrestricted Subsidiaries and any such Unrestricted Subsidiary or group of Unrestricted Subsidiaries constitute Significant Subsidiaries of the Virgin Reporting Entity, then the annual and quarterly information required by Section 4.03(a)(1) and Section 4.03(a)(2) 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 such Unrestricted Subsidiaries separate from the financial condition and results of operations of the Virgin Reporting Entity and its Subsidiaries.

(c) Following any election by the Virgin Reporting Entity to change its accounting principles in accordance with the definition of GAAP set forth in Schedule 7 (Additional Definitions), the annual and quarterly information required by clauses (1) and (2) of Section 4.03(a) shall include any reconciliation presentation required by clause 2(a) of the definition of GAAP set forth in Schedule 7 (Additional Definitions).

(d) Notwithstanding the foregoing, prior to a Permitted Affiliate Group Designation Date, the Company may satisfy its obligations under clauses (1) and (2) of Section 4.03(a) by delivering the corresponding consolidated annual report and quarterly reports of Virgin Media Finance or any Parent of Virgin Media Finance and, following such election, references in this Section 4.03 to the "Virgin Reporting Entity" shall be deemed to refer to Virgin Media Finance or any Parent of Virgin Media Finance (as the case may be). Nothing contained in this Agreement shall preclude the Virgin Reporting Entity from changing its fiscal year.

(e) To the extent that material differences exist between the business, assets, results of operations or financial condition of (i) the Virgin Reporting Entity and (ii) the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries (excluding, for the avoidance of doubt, the effect of any intercompany balances between the Virgin Reporting Entity and the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries), the annual and quarterly reports shall give a reasonably detailed description of such differences and include an unaudited reconciliation of the Virgin Reporting Entity's financial statements to the financial statements of the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries.

Section 4.04 ***[RESERVED]***

Section 4.05 ***[RESERVED]***

Section 4.06 ***[RESERVED]***

Section 4.07 ***Limitation on Restricted Payments***

(a) The Company and any Permitted Affiliate Parent 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, any Permitted Affiliate Parent or any of the Restricted Subsidiaries) except:

(A) dividends or distributions payable in Capital Stock of the Company or a Permitted Affiliate Parent or an Affiliate Subsidiary (in each case, other than Disqualified Stock) or Subordinated Shareholder Loans; and

(B) dividends or distributions payable to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (and if such Restricted Subsidiary is not a Wholly Owned Subsidiary of the Company or a Permitted Affiliate Parent, as applicable, 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, any Permitted Affiliate Parent or any Affiliate Subsidiary, or any Parent of the Company or any Permitted Affiliate Parent, in each case held by Persons other than the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (other than in exchange for Capital Stock of the Company, any Permitted Affiliate Parent or any Affiliate Subsidiary (other than Disqualified Stock) or Subordinated Shareholder Loans);

(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 Section 4.09(b)(2)); 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 Section 4.07(a)(1) through Section 4.07(a)(4) is referred to herein as a "**Restricted Payment**"), if at the time the Company, such Permitted Affiliate Parent or such Restricted Subsidiary makes such Restricted Payment:

(A) in the case of a Restricted Payment other than a Restricted Investment, an Event of Default shall have occurred and be continuing (or would result therefrom); or

(B) except in the case of a Restricted Investment, if such Restricted Payment is made in reliance on Section 4.07(a)(C)(i) below, the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries are not able to Incur an additional £1.00 of Indebtedness pursuant to Section 4.09(a), 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 declared or made subsequent to July 25, 2006 and not returned or rescinded (excluding all Restricted Payments permitted by Section 4.07(b)) 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 of marketable securities, or other property or assets, received by the Company, any Permitted Affiliate Parent or any Affiliate Subsidiary 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 (A) Net Cash Proceeds received from an issuance or sale of such Capital Stock to the Company, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination, (B) Excluded Contributions, or (C) any property received in connection with Section 4.07(b)(25));

(iii) 100% of the aggregate Net Cash Proceeds and the fair market value of marketable securities, or other property or assets, received by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary from the issuance or sale (other than to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary) by the Company, a Permitted Affiliate Parent 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 or a Permitted Affiliate Parent (other than Disqualified Stock) or Subordinated Shareholder Loans;

(iv) the amount equal to the net reduction in Restricted Investments made by the Company, any Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent or any Restricted Subsidiary in such Unrestricted Subsidiary,

which amount in each case under this Section 4.07(a)(C)(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 Section 4.07(a)(C)(i) to the extent that it is (at the Company's option) included under this Section 4.07(a)(C)(iv);

(v) without duplication of amounts included in Section 4.07(a)(C)(iv), the amount by which Indebtedness of the Company, any Permitted Affiliate Parent or any Affiliate Subsidiary is reduced on the Consolidated balance sheet of the Company, any such Permitted Affiliate Parent or any such Affiliate Subsidiary, as applicable, upon the conversion or exchange of any Indebtedness of the Company, such Permitted Affiliate Parent or such Affiliate Subsidiary, as applicable, issued after July 25, 2006, which is convertible or exchangeable for Capital Stock (other than Disqualified Stock) of the Company, such Permitted Affiliate Parent or such Affiliate Subsidiary, as applicable, held by Persons not including the Company or such Permitted Affiliate Parent or any Restricted Subsidiary, as applicable (less the amount of any cash or the fair market value of other property or assets distributed by the Company, such Permitted Affiliate Parent or such Affiliate Subsidiary upon such conversion or exchange); and

(vi) 100% of the Net Cash Proceeds and the fair market value of marketable securities, or other property or assets, received by the Company, a Permitted Affiliate Parent or any of the Restricted Subsidiaries in connection with: (A) the sale or other disposition (other than to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or an employee stock ownership plan or trust established by the Company, a Permitted Affiliate Parent or any Subsidiary of the Company or of a Permitted Affiliate Parent for the benefit of its employees to the extent funded by the Company, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent or a Restricted Subsidiary; *provided, however*, that no amount will be included in Consolidated Net Income for the purposes of Section 4.07(a)(C)(i) to the extent that it is (at the Company's or a Permitted Affiliate Parent's option) included under this Section 4.07(a)(C)(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 Signing Date, 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 Section 4.07(a)(C) above.

The fair market value of property or assets (other than cash) for purposes of this Section 4.07(a), shall be the fair market value thereof as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent.

(b) Section 4.07(a) 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, a Permitted Affiliate Parent or a Restricted Subsidiary 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 or issuance within 90 days of, Subordinated Shareholder Loans or Capital Stock of the Company or a Permitted Affiliate Parent (other than Disqualified Stock or Capital Stock issued or sold to a Restricted 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, a Permitted Affiliate Parent or any Restricted Subsidiary unless such loans have been repaid with cash on or prior to the date of determination), or a substantially concurrent capital contribution to the Company or a Permitted Affiliate Parent; *provided, however*, that 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 Section 4.07(a)(C)(ii);

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary made by exchange for, or out of the proceeds of the sale or issuance within 90 days of, Subordinated Obligations of the Company, such Permitted Affiliate Parent or such Restricted Subsidiary that is permitted or otherwise not prohibited to be Incurred pursuant to Section 4.09 and that in each case constitutes Refinancing Indebtedness;

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Disqualified Stock of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary made by exchange for, or out of the proceeds of the sale or issuance within 90 days of, Disqualified Stock of the Company, such Permitted Affiliate Parent or such Restricted Subsidiary, as the case may be, that, in each case, is permitted or not otherwise prohibited to be Incurred pursuant to Section 4.09 and that in each case constitutes Refinancing Indebtedness;

(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;

(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, a Permitted Affiliate Parent or any Restricted Subsidiary or any Parent held by any existing or former employees or management of the Company, a Permitted Affiliate Parent or any Subsidiary of the Company or of a Permitted Affiliate Parent or their respective 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 Section 4.07(b)(5) 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);

(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, or otherwise not prohibited to be Incurred pursuant to, Section 4.09;

(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;

(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; *provided* that, prior to or simultaneously with such purchase, repurchase, redemption, defeasance or other acquisition or retirement, the Company or a Permitted Affiliate Parent has made (or caused to be made) a Change of Control Prepayment Offer and has completed the prepayment of Change of Control Prepayment Loan Amount, together with all accrued and unpaid interest, any additional amounts, and the Change of Control Fee thereon, in accordance with this Agreement;

(B) at a purchase price not greater than 100% of the principal amount thereof in accordance with provisions similar to Section 4.10 of the Existing Senior Secured Notes Indentures or Section 4.10 hereunder; or

(C) (i) consisting of Acquired Indebtedness (other than Indebtedness Incurred 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 designated a Permitted Affiliate Parent or an Affiliate Subsidiary or was otherwise acquired by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary) 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, a Permitted Affiliate Parent or any Restricted Subsidiary in amounts equal to:

(A) the amounts required for any Parent to pay Parent Expenses;

(B) 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, any Permitted Affiliate Parent and the Restricted Subsidiaries;

(C) the amounts required for any Parent to pay Related Taxes or, without duplication, pursuant to the Tax Sharing Agreement or any other tax sharing agreement or arrangement between or among the Ultimate Parent, the Company, a Permitted Affiliate Parent, a Restricted Subsidiary or any other Person; and

(D) amounts constituting payments satisfying the requirements of Section 4.11(b)(11), Section 4.11(b)(12), and Section 4.11(b)(23);

(10) Restricted Payments 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 Section 4.07(b)(10);

(11) payments by the Company or any Permitted Affiliate Parent, or loans, advances, dividends or distributions to any Parent to make payments to holders of Capital Stock of the Company, any Permitted Affiliate Parent or any Parent in lieu of the issuance of fractional shares of such Capital Stock;

(12) Restricted Payments in relation to any tax losses received by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary from the Ultimate Parent or any of its Subsidiaries (other than the Company, a Permitted Affiliate Parent or any Restricted Subsidiary); *provided* that (i) such Restricted Payments shall only be made in relation to such tax losses in an amount equal to the amount of tax that would have otherwise been required to be paid by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary if those tax losses were not so received and such payment shall only be made in the tax year in which such losses are utilized by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or (ii) such payments shall only be made in relation to such tax losses in an amount not exceeding, in any financial year, the greater of £330.0 million and 3.0% of Total Assets (with any unused amounts in any financial year being carried over to the next succeeding financial year);

(13) so long as no Default or Event of Default, in each case, of the type specified in Section 6.01(a)(1) or Section 6.01(a)(2) has occurred and is continuing, any Restricted Payment to the extent that, after giving pro forma effect to any such Restricted Payment, the Consolidated Net Leverage Ratio would not exceed 4.00 to 1.00;

(14) Restricted Payments in an aggregate amount at any time outstanding, when taken together with all other Restricted Payments made pursuant to this Section 4.07(b)(14), not to exceed the greater of (A) £250.0 million and (B) 5.0% of Total Assets, in the aggregate in any calendar year (with any unused amounts in any preceding calendar year being carried over to the succeeding calendar year);

(15) Restricted Payments to be applied for the purpose of making corresponding payments on (a) Indebtedness of any Parent to the extent that such Indebtedness is guaranteed by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary pursuant to a guarantee otherwise permitted to be Incurred under this Agreement; (b) any other Indebtedness of a Parent or any of such Parent's Subsidiaries, *provided* that the net proceeds of any other such Indebtedness described in this clause (b) are or were contributed or otherwise loaned or transferred to the Company, any Permitted Affiliate Parent or any Restricted Subsidiary, or such other Indebtedness is otherwise Incurred for the benefit of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary; and (c) in each case of the foregoing, any Refinancing Indebtedness in respect thereof;

(16) the distribution, as a dividend or otherwise, of shares of Capital Stock of or, Indebtedness owed to the Company, any Permitted Affiliate Parent or a Restricted Subsidiary by, Unrestricted Subsidiaries;

(17) following a Public Offering of the Company, any Permitted Affiliate Parent or any Parent, the declaration and payment by the Company, such Permitted Affiliate Parent 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, any Permitted Affiliate Parent or any Parent; *provided that* the aggregate amount of all such dividends or distributions under this Section 4.07(b)(17) shall not exceed in any fiscal year the greater of (A) 6.0% of the Net Cash Proceeds received from such Public Offering or subsequent Equity Offering by the Company or a Permitted Affiliate Parent or contributed to the capital of the Company or a Permitted Affiliate Parent by any Parent in any form other than Indebtedness or Excluded Contributions and (B) following the Initial Public Offering, an amount equal to the greater of (i) 7.0% of the Market Capitalization and (ii) 7.0% of the IPO Market Capitalization;

(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, any Permitted Affiliate Parent or any Restricted Subsidiary; *provided, however*, that (A) such distribution or disposition shall include the concurrent transfer of all liabilities (contingent or otherwise) attributable to the property or other assets being transferred; (B) 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 Section 4.07(b)(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, such Permitted Affiliate Parent or such Restricted

Subsidiary; and (C) 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, any Permitted Affiliate Parent and the Restricted Subsidiaries on a Consolidated basis; *provided further, however*, 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 Section 4.07(a)(C)(vi);

(19) any Restricted Payments on common stock of the Company, a Permitted Affiliate Parent or any Affiliate Subsidiary up to £60.0 million per year;

(20) Restricted Payments at any time outstanding made with the proceeds of any drawings under a Permitted Credit Facility in an amount not to exceed the Credit Facility Excluded Amount, *provided that*, the amount of any Restricted Payment made pursuant to this Section 4.07(b)(20) shall be deemed to be reduced (but not below zero) by the aggregate principal amount of any prepayment or repayment (including on a cashless basis) of any such drawings under such Permitted Credit Facility;

(21) any Business Division Transaction, provided, that after giving pro forma effect thereto, the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries could Incur at least £1.00 of additional Indebtedness under Section 4.09(a);

(22) any prepayment, repayment, repurchase, redemption, retirement, defeasance or other acquisition for value of the Existing Senior Notes and other Indebtedness of Virgin Media Finance or any other Parent that is guaranteed by the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries pursuant to Section 4.09(b)(18), 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;

(23) any Restricted Payment from the Company, a Permitted Affiliate Parent or any Restricted Subsidiary to a Parent or any other Subsidiary of a Parent which is not a Restricted Subsidiary; provided that such Subsidiary advances the proceeds of any such Restricted Payment to the Company, a Permitted Affiliate Parent or any other Restricted Subsidiary, as applicable, within three Business Days of receipt thereof and that such Restricted Payments do not exceed an amount equal to 10.0% of Total Assets at any one time;

(24) distributions or payments of Receivables Fees and purchases of Receivables pursuant to a Receivables Repurchase Obligation in connection with a Qualified Receivables Transaction;

(25) Restricted Payments to finance Investments or other acquisitions by a Parent or any Affiliate of any of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (other than the Company, a Permitted Affiliate Parent or a Restricted Subsidiary) which would otherwise be permitted to be made pursuant to this Section 4.07 if made by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary; *provided that* (i) such Restricted Payments shall be made within 120 days of the closing of such Investment or other acquisition, (ii) such Parent or Affiliate shall, prior to or promptly following the date such Restricted Payment is made, cause (A) all property acquired (whether assets or Capital Stock) to be contributed to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or (B) the merger, amalgamation, consolidation or sale of the Person formed or acquired into the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (in a manner not prohibited by Section 5.01) in order to consummate such Investment or other acquisition, (iii) such Parent or Affiliate receives no consideration or other payment in connection with such transaction except to the extent the Company, a Permitted Affiliate Parent, or a Restricted Subsidiary could have given such consideration or made such payment in compliance with this Section 4.07 and (iv) any property received in connection with such transaction shall not constitute an Excluded Contribution up to the amount of such Restricted Payment made under this Section 4.07(b)(25);

(26) distributions (including by way of dividend) to a Parent consisting of cash, Capital Stock or property or other assets of a Restricted Subsidiary that is, in each case, held by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary for the sole purpose of transferring such cash, Capital Stock or other assets to the Company, a Permitted Affiliate Parent or any Restricted Subsidiary;

(27) any Restricted Payments reasonably required to consummate any Permitted Financing Action, any Post-Closing Reorganization or any Permitted Tax Reorganization; and

(28) any Restricted Payments for the purpose of making corresponding payments on any Indebtedness of a Parent, provided that (a) on the date of Incurrence of such Indebtedness by a Parent and after giving effect thereto on a *pro forma* basis, the Consolidated Net Leverage Ratio, calculated for purposes of this clause (28) as if such Indebtedness of such Parent were being incurred by the Company or any Permitted Affiliate Parent, would not exceed 5.0 to 1.0 or (b) such Indebtedness of a Parent is guaranteed pursuant to Section 4.09(b)(18), and, with respect to clause (a) and (b) of this clause (28), any Refinancing Indebtedness in respect thereof.

(c) For purposes of determining compliance with this Section 4.07 and the definition of "Permitted Investments", as applicable, in the event that a Restricted Payment or a Permitted Investment meets the criteria of more than one of the categories described in Section 4.07(b)(1) through Section 4.07(b)(28) above, or is permitted pursuant to Section 4.07(a) or the definition of "Permitted Investments", the Company and any Permitted Affiliate Parent will be entitled to classify such Restricted Payment (or portion thereof) or Permitted Investment (or portion thereof) on the date of its payment or later reclassify such Restricted Payment (or portion thereof) or Permitted Investment (or portion thereof) in any manner that complies with this Section 4.07 or the definition of "Permitted Investments".

(d) The amount of all Restricted Payments (other than cash) shall be the fair market value (as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent) on the date of or, at the option of the Company or a Permitted Affiliate Parent, at the time of contractually agreeing to such, such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Company, such Permitted Affiliate Parent 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.

Section 4.08 ***Limitation on Restrictions on Distributions from Restricted Subsidiaries***

(a) The Company and any Permitted Affiliate Parent will not, and will not permit any Restricted Subsidiary (other than any Restricted Subsidiary that is a Guarantor) 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 any Restricted Subsidiary that is a Guarantor) to:

(1) pay dividends or make any other distributions on its Capital Stock or pay any Indebtedness or other obligations owed to the Company, any Permitted Affiliate Parent or any Restricted Subsidiary;

(2) make any loans or advances to the Company, any Permitted Affiliate Parent or any Restricted Subsidiary; or

(3) transfer any of its property or assets to the Company, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent or any Restricted Subsidiary to other Indebtedness Incurred by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary, shall not be deemed to constitute such an encumbrance or restriction.

(b) Section 4.08(a) will not prohibit:

(1) any encumbrance or restriction pursuant to an agreement in effect at or entered into on the Signing Date, including, without limitation, this Agreement, the other Finance Documents, the Existing Payables Financing Program Documents, the Payables Financing Program Documents, the Existing Senior Secured Notes Indentures, the Existing Senior Notes Indentures, the Existing Security Documents, the Senior Credit Facility, the Intercreditor Deeds, and in each case, any related documentation, in each case, as in effect on the Signing 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, any Permitted Affiliate Parent or any Restricted Subsidiary, or was designated as a Permitted Affiliate Parent or Affiliate Subsidiary, or on or before the date on which such agreement or instrument is assumed by the Company, any Permitted Affiliate Parent 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, a Permitted Affiliate Parent or a Restricted Subsidiary or was merged or consolidated with or into the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, or was designated as a Permitted Affiliate Parent or an Affiliate 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, any Permitted Affiliate Parent or any Restricted Subsidiary other than the assets and property so acquired and prov*ided, further*, that for the purposes of this Section 4.08(b)(2), 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, any Permitted Affiliate Parent 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 Section 4.08(b)(1), Section 4.08(b)(2) or this Section 4.08(b)(3) or contained in any amendment, supplement, restatement or other modification to an agreement referred to in Section 4.08(b)(1), Section 4.08(b)(2) or this Section 4.08(b)(3); *provided, however*, that the encumbrances and restrictions, taken as a whole, with respect to such Restricted Subsidiary contained in any such agreement are no less favorable in any material respect to the Finance Parties than the encumbrances and restrictions contained in such agreements referred to in Section 4.08(b)(1) or Section 4.08(b)(2) (as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent);

(4) in the case of Section 4.08(a)(3), any encumbrance or restriction:

(A) 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;

(B) contained in Liens permitted under this Agreement securing Indebtedness of the Company, a Permitted Affiliate Parent 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;

(C) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary; or

(D) contained in operating leases for real property and restricting only the transfer of such real property upon the occurrence and during the continuance of a default in the payment of rent;

(5) any encumbrance or restriction pursuant to (A) Purchase Money Obligations for property acquired in the ordinary course of business or (B) Capitalized Lease Obligations permitted under this Agreement, in each case, that either (i) impose encumbrances or restrictions of the nature described in Section 4.08(a)(3) on the property so acquired or (ii) are customary in connection with Purchase Money Obligations, Capitalized Lease Obligations and mortgage financings for property acquired in the ordinary course of business;

(6) any encumbrance or restriction arising in connection with, or any contractual requirement incurred with respect to, any Purchase Money Note, other Indebtedness or a Qualified Receivables Transaction relating exclusively to a Receivables Entity that, as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent, are necessary to effect such Qualified Receivables Transaction;

(7) any encumbrance or restriction (A) with respect to a Restricted Subsidiary (or any of its property or assets) imposed pursuant to an agreement (or option to enter into such contract) 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 or (B) arising by reason of contracts for the sale of assets, including customary restrictions with respect to a Subsidiary pursuant to an agreement that has been entered into for the sale and disposition of all or substantially all assets of such Subsidiary or conditions imposed by governmental authorities or otherwise resulting from dispositions required by governmental authorities;

(8) (A) customary provisions in leases, asset sale agreements, joint venture agreements and other agreements and instruments entered into by the Company, any Permitted Affiliate Parent or any Restricted

Subsidiary in the ordinary course of business or (B) in the case of a joint venture or a Subsidiary that is not a Wholly-Owned Subsidiary, encumbrances, restrictions and conditions imposed by its organizational documents or any related shareholders, joint venture or other agreements (including restrictions on the payment of dividends or other distributions);

(9) encumbrances or restrictions arising or existing by reason of applicable law or any applicable rule, regulation, governmental license, order, concession, franchise, or permit 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, Commodity Agreements or Interest Rate Agreements;

(12) any encumbrance or restriction arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be Incurred subsequent to the Signing Date pursuant to Section 4.09 if (A) the encumbrances and restrictions taken as a whole are not materially less favorable to the Lender than the encumbrances and restrictions contained in this Agreement, the other Finance Documents, the Existing Payables Financing Program Documents, the Payables Financing Program Documents, the Existing Senior Secured Notes Indentures, the Existing Senior Notes Indentures, the Existing Security Documents, the Senior Credit Facility, the Intercreditor Deeds, and in each case, any related documentation, in each case, as in effect on the Signing Date (as conclusively determined in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent) or (B) such encumbrances and restrictions taken as a whole are not materially more disadvantageous to the Lender than is customary in comparable financings (as conclusively determined in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent) and, in each case, either (i) the Company or a Permitted Affiliate Parent reasonably believes that such encumbrances and restrictions will not materially affect the Borrower's ability to make principal or interest payments on the Loans as and when they come due or (ii) such encumbrances and restrictions apply only if a default occurs in respect of a payment or financial covenant relating to such Indebtedness; and

(13) any encumbrance or restriction arising by reason of customary non-assignment provisions in agreements.

Section 4.09 ***Limitation on Indebtedness***

(a) The Company and any Permitted Affiliate Parent will not, and will not permit any of the Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness); *provided, however*, that the Company, any Permitted Affiliate Parent 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 (1) the Consolidated Net Leverage Ratio would not exceed 4.00 to 1.00, and (2) the Consolidated Net Leverage Ratio (including, for the avoidance of doubt, Indebtedness constituting Subordinated Obligations of the Company, a Permitted Affiliate Parent and any Restricted Subsidiary as set forth in clauses (1)(A)(iv) and (1)(A)(v) of the definition of "Consolidated Net Leverage Ratio") would not exceed 5.00 to 1.00.

(b) Section 4.09(a) will not prohibit the Incurrence of the following Indebtedness:

(1) Indebtedness of the Company, any Permitted Affiliate Parent and any of the Restricted Subsidiaries under Credit Facilities, and any Refinancing Indebtedness in respect thereof, in the aggregate principal amount at any one time outstanding not to exceed:

(A) an amount equal to the greater of (i)(a) £3,500.0 million plus (b) the amount of any Credit Facilities Incurred under Section 4.09(a) or any other provision of this Section 4.09(b) to acquire any property, other assets or shares of Capital Stock of a Person and (ii) 5.0% of Total Assets; plus

(B) any accrual or accretion of interest that increases the principal amount of Indebtedness under Credit Facilities; plus

(C) in the case of any refinancing of any Indebtedness permitted under Section 4.09(b)(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 or a Permitted Affiliate Parent owing to and held by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary (other than a Receivables Entity) or Indebtedness of

a Restricted Subsidiary owing to and held by the Company, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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, such Permitted Affiliate Parent or such Restricted Subsidiary, as the case may be, not permitted by this Section 4.09(b)(2);

(3) Indebtedness under this Agreement;

(4) any Indebtedness (other than the Indebtedness described in Section 4.09(b)(1), Section 4.09(b)(2) and Section 4.09(b)(3)) outstanding on the Signing Date (and the guarantees thereof), including the Existing Senior Notes, Existing Senior Secured Notes and the Senior Credit Facility (after giving *pro forma* effect to the repayment of the 2018 VM Financing Facility Agreement);

(5) any Refinancing Indebtedness Incurred in respect of any Indebtedness described in Section 4.09(b)(3), Section 4.09(b)(4), this Section 4.09(b)(5), Section 4.09(b)(6), Section 4.09(b)(8), Section 4.09(b)(13), Section 4.09(b)(16), Section 4.09(b)(18), Section 4.09(b)(19), Section 4.09(b)(20), Section 4.09(b)(21), or Section 4.09(b)(23) or Incurred pursuant to Section 4.09(a);

(6) Indebtedness of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary Incurred after the Signing Date (A) Incurred and outstanding on the date on which such Person was acquired by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or is merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or designated a Permitted Affiliate Parent or an Affiliate Subsidiary, (B) 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 Permitted Affiliate Parent or a Restricted Subsidiary or was otherwise acquired by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or designated a Permitted Affiliate Parent or an Affiliate Subsidiary, or (C) Incurred and outstanding on the date on which such Person was acquired by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or is merged, consolidated, amalgamated or otherwise combined with (including pursuant to any acquisition of assets and assumption of related liabilities) the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or designated a Permitted Affiliate Parent or an Affiliate Subsidiary (other than Indebtedness Incurred in contemplation of the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was otherwise acquired by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or designated a Permitted Affiliate Parent or an Affiliate Subsidiary); *provided, however*, that with respect to Section 4.09(b)(6)(A) and Section 4.09(b)(6)(B) only, immediately following the consummation of the acquisition of such Restricted Subsidiary by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or such other transaction, (i) the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries would have been able to Incur £1.00 of additional Indebtedness pursuant to Section 4.09(a) after giving pro forma effect to the relevant acquisition or other transaction and the Incurrence of such Indebtedness pursuant to this Section 4.09(b)(6) or (ii) the Consolidated Net Leverage Ratio would not be greater than immediately prior to such acquisition or such other transaction;

(7) [Reserved];

(8) Indebtedness consisting of (A) mortgage financings, asset backed 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 (including, without limitation, in respect of tenant improvement) of property (real or personal), plant, equipment or other assets (including, without limitation, network assets) used or useful in the business of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary or (B) Indebtedness otherwise Incurred to finance the purchase, lease, rental or cost of design, development, construction, installation or improvement (including, without limitation, in respect of tenant improvement) of property (real or personal), plant, equipment or other assets (including, without limitation, network assets) used or useful in the business of the Company, a Permitted Affiliate Parent or a 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 Section 4.09(b)(8), will not exceed the greater of (i) £250.0 million and (ii) 3.0% of Total Assets at any time outstanding so long as such Indebtedness exists on the date of, or commissioning of, or contracting for, such purchase, design, development, construction, installation or improvement, or is created within 270 days thereafter;

(9) Indebtedness in respect of (A) workers' compensation claims, casualty or liability insurance, self-insurance obligations, performance (including insurance policies), bid, indemnity, surety, judgment, appeal, completion, 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, a Permitted Affiliate Parent or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business (or consistent with past practice or industry practice) or in respect of any government requirement, including, but not limited to, those Incurred to secure health, safety and environmental obligations or rental obligations, (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 (or consistent with past practice or industry practice) or in respect of any government requirement, including, but not limited to, letters of credit or similar instruments in respect of casualty or liability insurance, self-insurance, unemployment insurance, workers compensation obligations, health disability or other benefits, pensions-related obligations and other social security laws, (C) the financing of insurance premiums or take-or-pay obligations contained in supply agreements, in each case, 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, a Permitted Affiliate Parent or a Restricted Subsidiary providing for indemnification, guarantees or obligations in respect of earn-outs or adjustment of purchase price or similar obligations, in each case, Incurred or assumed in connection with the acquisition or disposition of any business, assets or Capital Stock of the Company, a Permitted Affiliate Parent or 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 (in the case of dispositions) or paid (in the case of acquisitions) by the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries in connection with such disposition or acquisition, as applicable;

(11) Indebtedness arising from (A) Bank Products and (B) 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 in the case of this Section 4.09(b)(11)(B), such Indebtedness is extinguished within thirty Business Days of Incurrence;

(12) guarantees by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary of Indebtedness or any other obligation or liability of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary (other than of any Indebtedness Incurred by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary in violation of this Section 4.09) provided, however, that if the Indebtedness being guaranteed is subordinated in right of payment to the Obligations, then such guarantee shall be subordinated substantially to the same extent as the relevant Indebtedness guaranteed;

(13) Indebtedness with Affiliates reasonably required to effect or consummate any Post-Closing Reorganization and/or a Permitted Tax Reorganization;

(14) Subordinated Shareholder Loans Incurred by the Company or a Permitted Affiliate Parent;

(15) [Reserved];

(16) Indebtedness of the Company, a Permitted Affiliate Parent 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 Section 4.09(b)(16) and then outstanding, will not exceed 100% of the Net Cash Proceeds received by the Company or a Permitted Affiliate Parent from the issuance or sale (other than to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary) of its Subordinated Shareholder Loans or Capital Stock or otherwise contributed to the equity of the Company or a Permitted Affiliate Parent, in each case, subsequent to February 22, 2013 (and in each case, other than through the issuance of Disqualified Stock, Preferred Stock or an Excluded Contribution); *provided, however*, that (A) any such Net Cash Proceeds that are so received or contributed shall be excluded for purposes of making Restricted Payments under Section 4.07(a)(C)(ii), Section 4.07(a)(C)(iii) and Section 4.07(b)(1) to the extent the Company, any Permitted Affiliate Parent or any Restricted Subsidiary Incurs Indebtedness in reliance thereon and (B) any Net Cash Proceeds that are so received or contributed shall be excluded for purposes of Incurring

Indebtedness pursuant to this Section 4.09(b)(16) to the extent the Company, a Permitted Affiliate Parent or any Restricted Subsidiary makes a Restricted Payment under Section 4.07(a)(C)(ii), Section 4.07(a)(C)(iii) and Section 4.07(b)(1);

(17) Indebtedness of the Company, any Permitted Affiliate Parent or any 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, any Permitted Affiliate Parent or any Restricted Subsidiary (including, without limitation, any VAT liabilities));

(18) Indebtedness of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary Incurred pursuant to (A) the guarantees hereof and (B) any guarantees of Indebtedness of any Parent; *provided* that, for the purpose of this Section 4.09(b)(18), (i) on the date of such Incurrence and after giving effect thereto on a pro forma basis the Consolidated Net Leverage Ratio would not exceed 5.00 to 1.00 (for the avoidance of doubt, outstanding Indebtedness for the purpose of calculating the Consolidated Net Leverage Ratio under this clause (B) shall include any Indebtedness represented by guarantees by the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries of Indebtedness of any Parent) and (ii) such guarantees shall be subordinated in right of payment to the Facilities and the guarantees hereof;

(19) Indebtedness pursuant to any Permitted Financing Action and any Refinancing Indebtedness in respect thereof;

(20) (A) Indebtedness arising under (i) any arrangements to fund a production where such funding is only repayable from the distribution revenues of that production or (ii) Production Facilities provided that the aggregate amount of Indebtedness under all Production Facilities incurred pursuant to this clause (ii) does not exceed the greater of (x) £200.0 million and (y) 1.0% of Total Assets at any time outstanding; and (B) any Refinancing Indebtedness of any Indebtedness Incurred under Section 4.09(b)(20)(A);

(21) Indebtedness of the Company, any Permitted Affiliate Parent, or any Restricted Subsidiary that constitutes Subordinated Obligations; *provided* that on the date of such Incurrence and after giving effect thereto on a *pro forma* basis the Consolidated Net Leverage Ratio would not exceed 5.00 to 1.00;

(22) Indebtedness Incurred constituting reimbursement obligations with respect to letters of credit issued and bank guarantees in the ordinary course of business provided to lessors of real property or otherwise in connection with the leasing of real property and letters of credit in connection with the maintenance of, or pursuant to the requirements of, environmental or other permits or licenses in respect of any government requirement, or other Indebtedness with respect to reimbursement type obligations regarding the foregoing; *provided, however*, that upon the drawing of such letters of credit or the Incurrence of such Indebtedness, such obligations are reimbursed within 30 days following such drawing or Incurrence;

(23) in addition to the items referred to in Section 4.09(b)(1) through Section 4.09(b)(22) above, Indebtedness of the Company, any Permitted Affiliate Parent or Indebtedness of 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 Section 4.09(b)(23) and then outstanding, will not exceed the greater of (A) £300.0 million and (B) 5.0% of Total Assets at any time outstanding; and

(24) Indebtedness arising under borrowing facilities provided by a special purpose vehicle notes issuer to the Company, any Permitted Affiliate Parent, or any Restricted Subsidiary in connection with the issuance of notes or other similar debt securities intended to be supported primarily by the payment obligations of the Company, any Permitted Affiliate Parent, or any Restricted Subsidiary in connection with any vendor financing platform.

(c) For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this Section 4.09:

(1) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in Section 4.09(a) and Section 4.09(b), the Company, in its sole discretion, will classify such item of Indebtedness on the date of its Incurrence and only be required to include the amount and type of such Indebtedness in one of such clauses and will be permitted on the date of such Incurrence to divide and classify an item of Indebtedness in more than one of the types of Indebtedness described in Section 4.09(a) and Section 4.09(b), and, from time to time, may reclassify all or a portion of such Indebtedness, in any manner that complies with this Section 4.09;

(2) 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;

(3) if obligations in respect of letters of credit are Incurred pursuant to any Credit Facility and are being treated as Incurred pursuant to Section 4.09(a) or Section 4.09(b)(1), Section 4.09(b)(16), Section 4.09(b)(20), or Section 4.09(b)(23) and the letters of credit relate to other Indebtedness, then such other Indebtedness shall not be included;

(4) the principal amount of any Disqualified Stock of the Company or a Permitted Affiliate Parent, 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;

(5) Indebtedness permitted by this Section 4.09 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 Section 4.09 permitting such Indebtedness;

(6) 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;

(7) in the event that the Company, a Permitted Affiliate Parent or a Restricted Subsidiary enters into or increases commitments under a revolving credit facility, enters into any commitment to Incur or issue Indebtedness or commits to Incur any Lien pursuant to clause (27) of the definition of "Permitted Liens", the Incurrence or issuance thereof for all purposes under this Section 4.09(c)(7), including without limitation for purposes of calculating the Consolidated Net Leverage Ratio, or usage of Sections 4.09(b)(1) through (23) above (if any) for borrowings and re-borrowings thereunder (and including issuance and creation of letters of credit and bankers' acceptances thereunder) will, at the Company's or a Permitted Affiliate Parent's option, either (a) be determined on the date of such revolving credit facility or such entry into or increase in commitments (assuming that the full amount thereof has been borrowed as of such date) or other Indebtedness, and, if such Consolidated Net Leverage Ratio test or other provision of this covenant is satisfied with respect thereto at such time, any borrowing or re-borrowing thereunder (and the issuance and creation of letters of credit and bankers' acceptances thereunder) will be permitted under this covenant irrespective of the Consolidated Net Leverage Ratio or other provision of this covenant at the time of any borrowing or re-borrowing (or issuance or creation of letters of credit or bankers' acceptances thereunder) (the committed amount permitted to be borrowed or re-borrowed (and the issuance and creation of letters of credit and bankers' acceptances) on a date pursuant to the operation of this sub-clause (a) shall be the "**Reserved Indebtedness Amount**" as of such date for purposes of the Consolidated Net Leverage Ratio and, to the extent of the usage of Sections 4.09(b)(1) through (23) above (if any), shall be deemed to be Incurred and outstanding under such clauses) or (b) be determined on the date such amount is borrowed pursuant to any such facility or increased commitment, and in the case of sub-clause (a) of this Section 4.09(c)(7), the Company or any Permitted Affiliate Parent may revoke any such determination at any time and from time to time; and

(8) with respect to Indebtedness Incurred under a Credit Facility, re-borrowings of amounts previously repaid pursuant to "cash sweep" or "clean down" provisions or any similar provisions under a Credit Facility that provide that Indebtedness is deemed to be repaid periodically shall only be deemed for the purposes of this covenant to have been Incurred on the date such Indebtedness was first Incurred and not on the date of any subsequent re-borrowing thereof.

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 Section 4.09. 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.

If at any time an Unrestricted Subsidiary becomes a Permitted Affiliate Parent or a Restricted Subsidiary, any Indebtedness of such Unrestricted Subsidiary shall be deemed to be Incurred by a Permitted Affiliate Parent or a Restricted Subsidiary as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under this Section 4.09, the Company shall be in Default of this Section 4.09).

(e) For purposes of determining compliance with any pound 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 or first Incurred (whichever yields the lower Sterling Equivalent), 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 pound sterling-dominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such pound 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 Section 4.09, the maximum amount of Indebtedness that the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries may Incur pursuant to this Section 4.09 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.

(f) The Company and any Permitted Affiliate Parent will not Incur, and will not permit any Guarantor to Incur, any Indebtedness that is contractually subordinated in right of payment to any other Indebtedness of the Company, any Permitted Affiliate Parent or any Guarantor that ranks *pari passu* with or subordinated to the Obligations, as applicable, unless such Indebtedness is also contractually subordinated in right of payment to the Facilities and, if applicable, the guarantee of the Facilities by the person Incurring such Indebtedness, on substantially identical terms (as conclusively determined in good faith by the Board of Directors or senior management of the Company or the Permitted Affiliate Parent); *provided, however*, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Company, any Permitted Affiliate Parent or any Guarantor 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.

(g) For purposes of determining compliance with (1) Section 4.09(a) and (2) any other provision of the Finance Documents which requires the calculation of any financial ratio or test, including the Consolidated Net Leverage Ratio, the Sterling Equivalent principal amount of Indebtedness denominated in a foreign currency (if such Indebtedness has not been swapped into pound sterling, or if such Indebtedness has been swapped into a currency other than pound sterling) shall be calculated using the same weighted average exchange rates for the relevant period used in the Consolidated financial statements of the Virgin Reporting Entity for calculating the Sterling Equivalent of Consolidated EBITDA denominated in the same currency as the currency in which such Indebtedness is denominated or into which it has been swapped.

Section 4.10 ***Limitation on Sales of Assets and Subsidiary Stock***

(a) The Company and any Permitted Affiliate Parent will not, and will not permit any of the Restricted Subsidiaries to, make any Asset Disposition unless:

(1) the Company, such Permitted Affiliate Parent 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 conclusively determined in good faith by the Board of Directors or senior management of the Company or such Permitted Affiliate Parent (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, such Permitted Affiliate Parent 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, such Permitted Affiliate Parent or such Restricted Subsidiary, as the case may be:

(A) to the extent the Company, any Permitted Affiliate Parent 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 (including the Facilities), any Permitted Affiliate Parent or any Guarantor or Indebtedness of a Restricted Subsidiary that is not a Guarantor (in each case other than Indebtedness owed to the Company, a Permitted Affiliate Parent or an Affiliate of the Company)

within 395 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, such Permitted Affiliate Parent or such Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) (except in the case of any revolving Indebtedness) to be permanently reduced in an amount equal to the principal amount so prepaid, repaid or purchased; or

(B) to the extent the Company, such Permitted Affiliate Parent or such Restricted Subsidiary elects to invest in or commit to invest in Additional Assets within 395 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 or a Permitted Affiliate Parent that is executed or approved within such time will satisfy this requirement, so long as such investment is consummated within 6 months of such 395th day;

provided that pending the final application of any such Net Available Cash in accordance with Section 4.10(a)(3)(A) or Section 4.10(a)(3)(B), the Company, such Permitted Affiliate Parent or such Restricted Subsidiary may temporarily reduce Indebtedness or otherwise invest such Net Available Cash in any manner not prohibited by this Agreement.

(b) Any Net Available Cash from Asset Dispositions that is not applied or invested or committed to be applied as provided in Section 4.10(a) will be deemed to constitute "**Excess Proceeds**". Notwithstanding Section 4.10(a), to the extent that the Company, any Permitted Affiliate Parent or the Restricted Subsidiaries comply with the requirements of the Existing Senior Secured Notes Indentures (or any similar terms in an instrument or agreement governing Senior Indebtedness) with respect to the requirement to make an Asset Disposition Offer (as defined in the Existing Senior Secured Notes Indentures) with Excess Proceeds, then the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries shall be deemed to be in compliance with this Section 4.10.

(c) For the purposes of this Section 4.10, the following will be deemed to be cash:

(1) the assumption by the transferee (or extinguishment of debt or liabilities in connection with the transactions relating to such Asset Dispositions) of Indebtedness and any other liabilities (as recorded on the balance sheet of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or in the footnotes thereto, or if Incurred or accrued subsequent to the date of such balance sheet, such liabilities that would have been reflected on such balance sheet or in the footnotes thereof if such Incurrence or accrual had taken place on or prior to the date of such balance sheet, as determined conclusively in good faith by the Company or a Permitted Affiliate Parent) (other than Subordinated Obligations of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary that is a Guarantor) of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary from all liability on such Indebtedness in connection with such Asset Disposition (in which case the Company will, without further action, be deemed to have applied such deemed cash to Indebtedness in accordance with Section 4.10(a)(3)(A));

(2) securities, notes or other obligations received by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary from the transferee that are convertible by the Company, such Permitted Affiliate Parent or such Restricted Subsidiary into cash or Cash Equivalents within 180 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, any Permitted Affiliate Parent and each 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, any Permitted Affiliate Parent or any Restricted Subsidiary;

(5) any Designated Non-Cash Consideration received by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary in such Asset Dispositions having an aggregate fair market value not to exceed 25.0% of the consideration from such Asset Disposition (excluding any consideration received from such Asset Disposition in accordance with Section 4.10(c)(1) to 4.10(c)(4)) (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received, or, at the option of the Company or a Permitted Affiliate Parent, at the time of contractually agreeing to such Asset Disposition, and without giving effect to subsequent changes in value);

(6) in addition to any Designated Non-Cash Consideration received pursuant to Section 4.10(c)(5), any Designated Non-Cash Consideration received by the Company, any Permitted Affiliate Parent 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 Section 4.10(c)(6) that is at that time outstanding, not to exceed the greater of (i) £250.0 million and (ii) 5.0% of Total Assets (with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received, or, at the option of the Company or a Permitted Affiliate Parent, at the time of contractually agreeing to such Asset Disposition, and without giving effect to subsequent changes in value); and

(7) any Capital Stock or assets of the kind referred to in the definition of "Additional Assets".

Section 4.11 ***Limitation on Affiliate Transactions***

(a) The Company and any Permitted Affiliate Parent 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 or any Permitted Affiliate Parent (an "**Affiliate Transaction**") involving aggregate value in excess of £50.0 million, unless:

(1) the terms of such Affiliate Transaction are not materially less favorable, taken as a whole, to the Company, such Permitted Affiliate Parent 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 (or, in the event that there are no comparable transactions involving Persons who are not Affiliates of the Company, such Permitted Affiliate Parent or such Restricted Subsidiary to apply for comparative purposes, is otherwise on terms that, taken as a whole, the Company, such Permitted Affiliate Parent or such Restricted Subsidiary has determined conclusively in good faith to be fair to the Company, such Permitted Affiliate Parent or such Restricted Subsidiary); and

(2) in the event such Affiliate Transaction involves an aggregate consideration in excess of £100.0 million, the terms of such transaction have been approved by either (i) a majority of the members of the Board of Directors or (ii) the senior management, of the Company, such Permitted Affiliate Parent or such Restricted Subsidiary, as applicable.

(b) Section 4.11(a) will not apply to:

(1) any Restricted Payment permitted to be made pursuant to Section 4.07 or any Permitted Investment;

(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, any Permitted Affiliate Parent, any Restricted Subsidiary 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, in each case in the ordinary course of business;

(3) loans or advances to employees, officers or directors (or guarantees in favour of third parties, loans and advances) in the ordinary course of business of the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries, but in any event not to exceed £15.0 million in the aggregate amount outstanding at any one time with respect to all loans or advances made since the Signing Date;

(4) (A) any transaction between or among the Company, a Permitted Affiliate Parent and a Restricted Subsidiary (or an entity that becomes a Permitted Affiliate Parent or a Restricted Subsidiary in connection with such transaction) or between or among Restricted Subsidiaries (or an entity that becomes a Permitted Affiliate Parent or a Restricted Subsidiary in connection with such transaction); and (B) any guarantees issued by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary for the benefit of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (or an entity that becomes a Permitted Affiliate Parent or a Restricted Subsidiary in connection with such transaction), as the case may be, in accordance with Section 4.09;

(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 this Agreement, which, taken as a whole, are fair to the Company, the relevant Permitted Affiliate Parent or Restricted Subsidiary, as applicable, or are on terms not materially less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(6) loans or advances to any Affiliate of the Company or a Permitted Affiliate Parent by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, *provided that* the terms of such loan or advance are fair to the Company or the relevant Permitted Affiliate Parent or Restricted Subsidiary, as the case may be, or are on terms not materially less favorable than those that could reasonably have been obtained from an unaffiliated party;

(7) the payment of reasonable and customary fees paid to, and indemnity provided on behalf of, directors, executives or officers of any Parent, the Company, a Permitted Affiliate Parent or any Restricted Subsidiary;

(8) the performance of obligations of the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries under (A) the terms of any agreement to which the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries is a party as of or on the Signing Date or (B) any agreement entered into after the Signing Date on substantially similar terms to an agreement under Section 4.11(b)(8)(A), in each case, as these agreements may be amended, modified, supplemented, extended or renewed from time to time; *provided, however*, that any such agreement or amendment, modification, supplement, extension or renewal to such agreement, in each case, entered into after the Signing Date will be permitted to the extent that its terms are not materially more disadvantageous to the Lender than the terms of the agreements in effect on the Signing Date;

(9) any transaction with (i) a Receivables Entity effected as part of a Qualified Receivables Transaction, acquisitions of Permitted Investments in connection with a Qualified Receivables Transaction, and other Investments in Receivables Entities consisting of cash or Securitization Obligations or (ii) an Affiliate in respect of Non-Recourse Indebtedness;

(10) the issuance of Capital Stock or any options, warrants or other rights to acquire Capital Stock (other than Disqualified Stock) of the Company, a Permitted Affiliate Parent or an Affiliate Subsidiary to any Affiliate of the Company or such Permitted Affiliate Parent;

(11) the payment to any Permitted Holder of all reasonable expenses Incurred by any Permitted Holder in connection with its direct or indirect investment in the Company, a Permitted Affiliate Parent and their respective Subsidiaries and unpaid amounts accrued for prior periods;

(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 the greater of £15.0 million and 0.5% of Total Assets in any calendar year, (2) for financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including without limitation in connection with loans, capital market transactions, hedging and other derivative transactions, acquisitions or divestitures, or (3) of Parent Expenses;

(13) guarantees of indebtedness, hedging and other derivative transactions and other obligations not otherwise prohibited under this Agreement;

(14) if not otherwise prohibited under this Agreement, 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 Net Leverage Ratio for the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries would not exceed 4.00 to 1.00) of the Company or a Permitted Affiliate Parent to any Parent of the Company or a Permitted Affiliate Parent 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 this Agreement; *provided that* the terms and conditions of any such transaction or agreement as applicable to the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries, taken as a whole are fair to the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries and are on terms not materially less favorable to the Company, any Permitted Affiliate Parent 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 (or, in the event that there are no comparable transactions involving Persons who are not Affiliates of the Company, a Permitted Affiliate Parent or such Restricted Subsidiary to apply for comparative purposes, is otherwise on terms that, taken as a whole, the Company, a Permitted Affiliate Parent or such Restricted Subsidiary has determined conclusively in good faith to be fair to the Company, such Permitted Affiliate Parent or such Restricted Subsidiary);

(16) (A) transactions with Affiliates in their capacity as holders of indebtedness or Capital Stock of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, so long as such Affiliates are not treated materially 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 Company, a Permitted Affiliate Parent or any Restricted Subsidiary, so long as such Affiliates are not treated materially more favorably 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, a Permitted Affiliate Parent, a Restricted Subsidiary or any other Person not otherwise prohibited by this Agreement and any payments or other transactions pursuant to a tax sharing agreement or arrangement between the Company, a Permitted Affiliate Parent and any other Person or a Restricted Subsidiary and any other Person with which the Company, a Permitted Affiliate Parent or any of the Restricted Subsidiaries files a consolidated tax return or with which the Company, a Permitted Affiliate Parent 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 the Company, any Permitted Affiliate Parent or any Restricted Subsidiary and a Parent and/or an Affiliate of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary, in each case, to effect or facilitate the transfer of any property or asset from the Company, any Permitted Affiliate Parent and/or any Restricted Subsidiary to another Restricted Subsidiary, Permitted Affiliate Parent and/or the Company, as applicable;

(20) [Reserved];

(21) any transaction reasonably necessary to effect the Post-Closing Reorganizations, a Permitted Tax Reorganization and/or a Spin-Off;

(22) any transaction in the ordinary course of business between or among the Company, any Permitted Affiliate Parent or any Restricted Subsidiary and any Affiliate of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary 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, a Permitted Affiliate Parent or a Restricted Subsidiary owns an equity interest in or otherwise controls such Unrestricted Subsidiary, joint venture or similar entity;

(23) commercial contracts entered into in the ordinary course of business between an Affiliate of the Company or a Permitted Affiliate Parent and the Company, a Permitted Affiliate Parent or any Restricted Subsidiary that are on arm's length terms or on a basis that senior management of the Company, a Permitted Affiliate Parent reasonably believes allocates costs fairly;

(24) any Permitted Financing Action; and

(25) any transactions between the Company, a Permitted Affiliate Parent or any Restricted Subsidiary and the Virgin Reporting Entity or any of its Subsidiaries.

Section 4.12 ***Limitation on Liens***

(a) The Company and any Permitted Affiliate Parent 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 upon any of their respective property or assets (including Capital Stock of Restricted Subsidiaries), whether owned on the Signing Date or acquired after that date, except Permitted Liens; *provided* that the Company, any Permitted Affiliate Parent, or any Restricted Subsidiary may create, Incur, or suffer to exist, a Lien upon any property or asset (such Lien, the "**Initial Lien**"), if, contemporaneously with the Incurrence of such Initial Lien, effective provision is made to secure the Indebtedness due under the Finance Documents equally and ratably with (or prior to, in the case of Liens with respect to Subordinated Obligations of the Company, such Permitted Affiliate Parent or a Restricted Subsidiary, as the case may be) the Indebtedness secured by such Initial Lien for so long as such Indebtedness is so secured.

(b) Any Lien created pursuant to the proviso described in Section 4.12(a) in favor of the Lender will be automatically and unconditionally released and discharged upon (1) the release and discharge of the Initial Lien to which it relates or (2) any sale, exchange or transfer to any Person other than the Company, a Permitted Affiliate Parent or any Restricted Subsidiary of the property or assets secured by such Initial Lien or (3) the full and final payment of all amounts payable by the Borrower under the Finance Documents.

(c) For purposes of determining compliance with this Section 4.12, (1) a Lien need not be Incurred solely by reference to one category of Permitted Liens, but may be Incurred under any combination of such categories (including in part under one such category and in part under any other such category) and (2) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories of Permitted Liens, the Company shall, in its sole discretion, divide, classify or may subsequently reclassify at any time such Lien (or any portion thereof) in any manner that complies with this Section 4.12 and the definition of "Permitted Liens".

(d) With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "**Increased Amount**" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms or in the form of common stock, the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock of the same class, accretion of original issue discount or liquidation preference, any fees, underwriting discounts, accrued and unpaid interest, premiums and other costs and expenses incurred in connection therewith and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Section 4.13 ***[RESERVED]***

Section 4.14 ***[RESERVED]***

Section 4.15 ***[RESERVED]***

Section 4.16 ***[RESERVED]***

Section 4.17 ***[RESERVED]***

Section 4.18 ***[RESERVED]***

Section 4.19 ***Suspension of Covenants on Achievement of Investment Grade Status***

If, during any period after the Signing Date, the Facilities or the corporate rating of the Virgin Group 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 Company or a Permitted Affiliate Parent will notify the Administrator (acting on behalf of the Lender) of this fact and beginning on the date such status was achieved, the provisions of Sections 4.07, 4.08, 4.09, 4.10, 4.11 and 5.01(a)(3) and any related default provisions of this Agreement will be suspended and will not, during such Investment Grade Status Period, be applicable to the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries. 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 this Agreement 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 Facilities or the corporate rating of the Virgin Group, as the case may be, to maintain Investment Grade Status (the "**Reinstatement Date**"). The Company or a Permitted Affiliate Parent will promptly notify the Administrator (acting on behalf of the Lender) in writing of any failure of the Facilities or the corporate rating of the Virgin Group, as the case may be, to maintain Investment Grade Status and the Reinstatement Date.

Section 4.20 ***[RESERVED]***

Section 4.21 ***[RESERVED]***

Section 4.22 ***[RESERVED]***

Section 4.23 ***[RESERVED]***

Section 4.24 ***[RESERVED]***

Section 4.25 ***Limited Condition Transaction***

(a) In connection with any action being taken in connection with a Limited Condition Transaction, for purposes of determining compliance with any provision of this Agreement which requires that no Default or Event of Default, as applicable, has occurred, is continuing or would result from any such action, as applicable, such condition shall, at the option of the Company or a Permitted Affiliate Parent, be deemed satisfied, so long as no Default or Event of Default, as applicable, exists on the date the definitive agreement (or other relevant definitive documentation) for such Limited Condition Transaction is entered into. For the avoidance of doubt, if the Company or a Permitted Affiliate Parent has exercised its option under the first sentence of this Section 4.25(a), and any Default or Event of Default occurs following the date such definitive agreement for a Limited Condition Transaction is entered into and prior to the consummation of such Limited Condition

Transaction, any such Default or Event of Default shall be deemed to not have occurred or be continuing for purposes of determining whether any action being taken in connection with such Limited Condition Transaction is permitted hereunder.

(b) In connection with any action being taken in connection with a Limited Condition Transaction for purposes of:

(1) determining compliance with any provision of this Agreement which requires the calculation of any financial ratio or test, including the Consolidated Net Leverage Ratio; or

(2) testing baskets set forth in this Agreement (including baskets measured as a percentage or multiple, as applicable, of Total Assets or Pro forma EBITDA);

in each case, at the option of the Company or a Permitted Affiliate Parent (the Company's or a Permitted Affiliate Parent's election to exercise such option in connection with any Limited Condition Transaction, an "**LCT Election**"), the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive agreement (or other relevant definitive documentation) for such Limited Condition Transaction is entered into (the "**LCT Test Date**"); *provided, however*, that the Company or a Permitted Affiliate Parent shall be entitled to subsequently elect, in its sole discretion, the date of consummation of such Limited Condition Transaction instead of the LCT Test Date as the applicable date of determination, and if, after giving pro forma effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any Incurrence of Indebtedness and the use of proceeds thereof), as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of "Pro forma EBITDA" and "Consolidated Net Leverage Ratio", the Company, a Permitted Affiliate Parent or any Restricted Subsidiary could have taken such action on the relevant LCT Test Date in compliance with such ratio, test or basket, such ratio, test or basket shall be deemed to have been complied with.

(c) If the Company or a Permitted Affiliate Parent has made an LCT Election and any of the ratios, tests or baskets for which compliance was determined or tested as of the LCT Test Date are exceeded as a result of fluctuations in any such ratio, test or basket, including due to fluctuations in Pro forma EBITDA or Total Assets, of the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries or the Person or assets subject to the Limited Condition Transaction (as if each reference to the "Company" or a "Permitted Affiliate Parent" in such definition was to such Person or assets) at or prior to the consummation of the relevant transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations. If the Company or a Permitted Affiliate Parent has made an LCT Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any ratio, test or basket availability under this Agreement (including with respect to the Incurrence of Indebtedness or Liens, or the making of Asset Dispositions, acquisitions, mergers, the conveyance, lease or other transfer of all or substantially all of the assets of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or the designation of an Unrestricted Subsidiary) on or following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio, test or basket shall be calculated on a pro forma basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any Incurrence of Indebtedness and the use of proceeds thereof) have been consummated.

Section 5.01 ***Merger and Consolidation***

(a) The Borrower will not consolidate with, or merge with or into, or convey, transfer or lease all or substantially all of 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 England and Wales, any member state of the European Union on the Signing Date, Bermuda, the Cayman Islands, or the United States, any State of the United States or the District of Columbia and the Successor Company (if not the Borrower) will expressly assume, by executing and delivering an accession agreement to this Agreement, to the Administrator (acting on behalf of the Lender), in form satisfactory to the Administrator (acting on behalf of the Lender) acting reasonably, all the obligations of the Borrower under the Finance Documents to which it is a party;

(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, any Permitted Affiliate Parent and the Restricted Subsidiaries, or such Successor Company would be able to Incur at least an additional £1.00 of Indebtedness pursuant to Section 4.09(a) or (B) the Consolidated Net Leverage Ratio of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries (including such Successor Company) or such Successor Company would be no greater than that of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries immediately prior to giving effect to such transaction; and

(4) the Company shall have delivered to the Administrator (acting on behalf of the Lender) an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer complies with this Agreement; *provided that* in giving such opinion, such counsel may rely on an Officer's Certificate as to compliance with Section 5.01(a)(2) and Section 5.01(a)(3) above and as to any matters of fact.

(b) A 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, a Permitted Affiliate Parent or another Guarantor or other than in connection with a transaction that does not constitute an Asset Disposition or a transaction that is permitted under Section 4.10, unless:

(1) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(2) either:

(A) the Successor Company assumes all the obligations of that Guarantor under the Finance Documents to which such Guarantor is a party pursuant to agreements reasonably satisfactory to the Administrator (acting on behalf of the Lender); or

(B) the Net Cash Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of this Agreement.

(c) For purposes of this Section 5.01, 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 Borrower or a Guarantor which properties and assets, if held by the Borrower or such Guarantor, as applicable, instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Borrower 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 Borrower or such Guarantor, as applicable.

(d) The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Borrower or the relevant Guarantor, as the case may be, under the Finance Documents, and upon such substitution, the predecessor to the Successor Company will be released from its obligations under the Finance Documents, but, in the case of a lease of all or substantially all its assets, the predecessor to the Successor Company will not be released from the obligation to pay the principal of and interest on the Facilities.

(e) The provisions set forth in this Section 5.01 shall not restrict (and shall not apply to): (1) any Restricted Subsidiary that is not a Guarantor from consolidating with, merging or liquidating into or transferring all or substantially all of its properties and assets to the Company, a Permitted Affiliate Parent, a Guarantor or any other Restricted Subsidiary that is not a Guarantor; (2) any Guarantor from merging or liquidating into or transferring all or part of its properties and assets to the Company, a Permitted Affiliate Parent or another Guarantor; (3) any consolidation or merger of the Borrower into any Guarantor, provided that, for the purposes of this clause (3) of Section 5.01(e), if the Borrower is not the surviving entity of such merger or consolidation, the relevant Guarantor will assume the obligations of the Borrower under the Finance Documents and clauses (1) and (4) under Section 5.01(a) shall apply to such transaction; (4) any consolidation, merger or transfer of assets effected as part of the Post-Closing Reorganizations and/or Permitted Tax Reorganizations; (5) any Solvent Liquidation; and (6) the Borrower or any Guarantor consolidating into or merging or combining with an Affiliate incorporated or organized for the purpose of changing the legal domicile of such entity, reincorporating such entity in another jurisdiction, or changing the legal form of such entity, provided that, for the purposes of this clause (6) of Section 5.01(e), clauses (1), (2) and (4) under Section 5.01(a) or clauses (1) or (2) under Section 5.01(b), as the case may be, shall apply to any such transaction.

SCHEDULE 6
EVENTS OF DEFAULT

Unless otherwise specified herein, (i) references in this Schedule 6 (Events of Default) to sections of Section 4 or Section 5 are to those sections of Schedule 5 (Covenants) and (ii) defined terms used in this Schedule 6 (Events of Default) shall bear the meanings given to them in Schedule 7 (Additional Definitions) or as otherwise given to them in Clause 1.1 (Definitions) of this Agreement. The provisions of this Schedule are to be interpreted in accordance with New York law (without prejudice to the fact that the Finance Documents are to be governed by English law).

Section 6.01 ***Events of Default***

(a) Each of the following is an "Event of Default":

(1) default in any payment of interest on any Loan when due, which has continued for 30 days;

(2) default in the payment of principal of or premium, if any, on any Loan when due at its Termination Date, upon mandatory prepayment, or otherwise;

(3) failure by any Obligor to comply for 60 days after notice specified in this Agreement with its other agreements contained in the Finance Documents; *provided, however*, that the Company or a Permitted Affiliate Parent 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 Section 4.03 so long as the Company or a Permitted Affiliate Parent is, as applicable, attempting to cure such failure as promptly as reasonably practicable;

(4) 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, any Permitted Affiliate Parent or any of the Restricted Subsidiaries (or the payment of which is guaranteed by the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries), other than Indebtedness owed to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary, whether such Indebtedness or guarantee now exists, or is created after the Signing Date, which default:

(A) is caused by a failure to pay principal of such Indebtedness at its Stated Maturity after giving effect to any applicable 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 £100.0 million or more;

(5) (A) a proceeding is commenced seeking a decree or order for (i) relief in respect of the Company, any Permitted Affiliate Parent, a Significant Subsidiary, or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary, in an involuntary case under any applicable Bankruptcy Law, (ii) appointment of a receiver, liquidator, assignee, custodian, trustee, examiner, administrator, sequestrator or similar official of the Company, any Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary, or for all or substantially all of the property and assets of the Company, any Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary, or (iii) the winding up or liquidation of the affairs of the Company, any Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary (other than a solvent winding up or liquidation in connection with a transfer of assets among the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries) and, in each case, such proceeding shall remain unstayed and in effect for a period of 30 consecutive days; or (B) other than in relation to a solvent winding up or liquidation in connection with a transfer of assets among the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries, the Company, any Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary (i) commences a voluntary case

(including taking any action for the purpose of winding up) under any applicable Bankruptcy Law, or consents to the entry of an order for relief in an involuntary case under any such law, (ii) consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, examiner, administrator, sequestrator or similar official of the Company, any Permitted Affiliate Parent, a Significant Subsidiary, or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary, or for all or substantially all of the property and assets of the Company, any Permitted Affiliate Parent, a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements delivered pursuant to Section 4.03), would constitute a Significant Subsidiary, or (iii) effects any general assignment for the benefit of creditors;

(6) failure by the Company, a Permitted Affiliate Parent or any Significant Subsidiary to pay final judgments aggregating in excess of £100.0 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**"); or

(7) any guarantee of the Finance Documents (pursuant to Clause 14 of this Agreement) of a Significant Subsidiary ceases to be in full force and effect (except in accordance with the terms of this Agreement) or is declared invalid or unenforceable in a judicial proceeding and such Default continues for 60 days after notice specified in this Agreement (the "**guarantee failure provision**").

However, a default under Section 6.01(a)(3) or Section 6.01(7) will not constitute an Event of Default until the Administrator (acting on behalf of the Lender) notifies the Company of the default and the Company does not cure such default within the time specified in Section 6.01(a)(3) or Section 6.01(7) after receipt of such notice.

If a Default occurs and is continuing and is actually known to the Administrator (acting on behalf of the Lender), the Administrator (acting on behalf of the Lender) 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, or interest, if any, on any Loan, the Administrator (acting on behalf of the Lender) may withhold notice if and so long as the Administrator (acting on behalf of the Lender) in good faith determines that withholding notice is in the interests of the Lender. Any notice of default or Event of Default, notice of acceleration or instruction, or notice to take any other action with respect to an alleged default or Event of Default, may not be given with respect to any action taken, and reported publicly or to the Lender, more than two years prior to such notice or instruction. In addition, the Company or a Permitted Affiliate Parent is required to deliver to the Administrator (acting on behalf of the Lender), 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 or a Permitted Affiliate Parent also is required to deliver to the Administrator (acting on behalf of the Lender), 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 or a Permitted Affiliate Parent is taking or proposing to take in respect thereof.

With respect to any Default or Event of Default, the words "exists", "is continuing" or similar expressions with respect thereto shall mean that the Default or Event of Default has occurred and has not yet been cured or waived. If any Default or Event of Default occurs due to (a) the failure by any person to take any action by a specified time, such Default or Event of Default shall be deemed to have been cured at the time, if any, that the applicable person takes such action or (b) the taking of any action by any person that is not then permitted by the terms of this Agreement or any other Finance Document, such Default or Event of Default shall be deemed to be cured on the earlier to occur of (i) the date on which such action would be permitted at such time to be taken under this Agreement and the other Finance Documents and (ii) the date on which such action is unwound or otherwise modified to the extent necessary for such revised action to be permitted at such time by this Agreement and the other Finance Documents. If any Default or Event of Default occurs that is subsequently cured (a "**Cured Default**"), any other subsequent Default or Event of Default resulting from the taking or omitting to take any action by any person, which subsequent Default or Event of Default would not have arisen had the Cured Default not occurred, shall be deemed to be cured automatically upon, and simultaneously with, the cure of the Cured Default. Notwithstanding anything to the contrary in this paragraph, a Default or Event of Default (the "**Initial Default**") may not be cured pursuant to this paragraph:

(a) in the case of an Initial Default described in clause (b) of the second sentence of this paragraph, if an Officer of the Company had Knowledge at the time of taking any such action that such Initial Default had occurred and was continuing; or

(b) if the Administrator (acting on behalf of the Lender) shall have declared all the Notes to be due and payable immediately pursuant to the provisions described under "Events of Default" prior to the date such Initial Default would have been deemed to be cured under this paragraph.

For purposes of the paragraph above, "**Knowledge**" shall mean, with respect to an Officer of the Company, (i) the actual knowledge of such individual or (ii) the knowledge that such individual would have obtained if such individual had acted in good faith to discharge his or her duties with the same level of diligence and care as would reasonably be expected from an officer in a substantially similar position.

Notwithstanding anything to the contrary herein, (i) if a Default occurs for a failure to deliver a required certificate in connection with an Initial Default then at the time such Initial Default is cured, such Default for a failure to report or deliver a required certificate in connection with the Initial Default will also be cured without any further action and (ii) any Default or Event of Default for the failure to comply with the time periods prescribed in the covenant entitled "—Reports", or otherwise to deliver any notice or certificate pursuant to any other provision of this Agreement shall be deemed to be cured upon the delivery of any such report required by such covenant or notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in this Agreement.

SCHEDULE 7
ADDITIONAL DEFINITIONS

Unless otherwise specified herein, (i) references in this Schedule 7 (Additional Definitions) to sections of Section 4 or Section 5 are to those sections of Schedule 5 (Covenants); (ii) references in this Schedule 7 to sections of Section 6 are to those sections of Schedule 6 (Events of Default); and (iii) defined terms used in this Schedule 7 (Additional Definitions) shall bear the meanings given to them in this Schedule 7 (Additional Definitions) or as otherwise given to them in Clause 1.1 (Definitions) of this Agreement. The provisions of this Schedule 7 (Additional Definitions) are to be interpreted in accordance with New York law (without prejudice to the fact that the Finance Documents are to be governed by English law).

"*2006 Indenture*" means the indenture dated as of July 25, 2006 between Virgin Media Secured Finance, NTL Incorporated, NTL:Telewest LLC, NTL Holdings Inc., NTL (UK) Group, Inc., NTL Communications Limited, NTL Investment Holdings Limited, The Bank of New York, as trustee and paying agent and The Bank of New York (Luxembourg) S.A. as Luxembourg paying agent.

"*2016 VM Financing Facility Agreement"* means the facility agreement dated as of October 6, 2016 (as amended, supplemented, waived or otherwise modified from time to time, including as amended and restated by an amendment and restatement agreement dated May 1, 2020), among the Company, as borrower, together with, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited, as guarantors and Virgin Media Receivables Financing Notes II Designated Activity Company, as lender.

"*2018 VM Financing Facility Agreement*" means the facility agreement dated as of April 4, 2018 (as amended, supplemented, waived or otherwise modified from time to time, including as amended and restated by an amendment and restatement agreement dated May 1, 2020), among the Company, as borrower, together with, among others, Virgin Media Limited, Virgin Mobile Telecoms Limited and Virgin Media Senior Investments Limited, as guarantors and Virgin Media Receivables Financing Notes II Designated Activity Company, as lender.

"*Acquired Indebtedness*" means Indebtedness (1) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary or (2) 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 (1) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of such acquisition of assets.

"*Additional Assets*" means:

(1) any property or assets (other than Indebtedness and Capital Stock) to be used by the Company, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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 Subsidiary*" means any Subsidiary of the Ultimate Parent (other than a Subsidiary of the Company or a Permitted Affiliate Parent) that provides a guarantee hereunder following the Signing Date.

"*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 or

shares required by applicable law to be held by a Person other than the Company, a Permitted Affiliate Parent or a Restricted Subsidiary), property or other assets (each referred to for the purposes of this definition as a "disposition") by the Company, a Permitted Affiliate Parent 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 a Permitted Affiliate Parent or by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (other than a Receivables Entity) to a Restricted Subsidiary or by the Company to any Permitted Affiliate Parent or any Permitted Affiliate Parent to the Company;

(2) the sale or disposition of cash, Cash Equivalents or Investment Grade Securities in the ordinary course of business;

(3) a disposition of inventory, equipment, trading stock, communications capacity or other assets in the ordinary course of business;

(4) a sale, lease, transfer or other disposition, or a series of related sales, leases, transfers, issuances or dispositions that are part of a common plan, of obsolete, surplus or worn out equipment or other equipment and assets that are no longer useful in the conduct of the business of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries;

(5) transactions permitted under Section 5.01 or a transaction that constitutes a Change of Control;

(6) an issuance of Capital Stock or other securities by a Restricted Subsidiary to the Company, a Permitted Affiliate Parent or to another Restricted Subsidiary;

(7) (a) for purposes of Section 4.10 only, the making of a Permitted Investment or a disposition permitted to be made under Section 4.07, or (b) solely for the purpose of Section 4.10(a)(3), a disposition, the proceeds of which are used to make Restricted Payments permitted to be made under Section 4.07 or Permitted Investments;

(8) dispositions of assets of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary, or the issuance or sale of Capital Stock of any Restricted Subsidiary, in a single transaction or series of related transactions with an aggregate fair market value in any calendar year of less than the greater of £50.0 million and 3.0% of Total Assets (with unused amounts in any calendar year being carried over to the next succeeding year subject to a maximum of the greater of £50.0 million and 3.0% of Total Assets of carried over amounts for any calendar year);

(9) dispositions in connection with Permitted Liens;

(10) dispositions of receivables or related assets 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 assignment, licensing or sublicensing of intellectual property or other general intangibles and assignments, licenses, sublicenses, leases or subleases of spectrum or other property;

(12) foreclosure, condemnation or similar action with respect to any property, securities or other assets;

(13) the sale or discount (with or without recourse, and on customary or commercially reasonable terms) of receivables 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, and Investments in a Receivables Entity consisting of cash or Securitization Obligations;

(15) a transfer of Receivables and related assets of the type specified in the definition of "Qualified Receivables Transaction" (or a fractional undivided interest therein) by a Receivables Entity in a Qualified Receivables Transaction;

(16) any disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;

(17) 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, a Permitted Affiliate Parent 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;

(18) any surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind;

(19) (a) disposals of assets, rights or revenue not constituting part of the Distribution Business of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries, and (b) other disposals of non-core assets acquired in connection with any acquisition permitted under this Agreement;

(20) any disposition or expropriation of assets or Capital Stock which the Company, any Permitted Affiliate Parent or any Restricted Subsidiary is required by, or made in response to concerns raised by, a regulatory authority or court of competent jurisdiction;

(21) any disposition of other interests in other entities in an amount not to exceed £10.0 million;

(22) any disposition of real property, provided that the fair market value of the real property disposed of in any calendar year does not exceed the greater of £50.0 million and 3.0% of Total Assets (with unused amounts in any calendar year being carried over to the next succeeding year, subject to a maximum of the greater of £50.0 million and 3.0% of Total Assets of carried over amounts for any calendar year);

(23) any disposition of assets to a Person who is providing services related to such assets, the provision of which have been or are to be outsourced by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary to such Person;

(24) any disposition of Investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding agreements; provided that any cash or Cash Equivalents received in such disposition is applied in accordance with Section 4.10;

(25) any sale or disposition with respect to property built, repaired, improved, owned or otherwise acquired by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary pursuant to customary sale and lease-back transactions, asset securitizations and other similar financings permitted by this Agreement;

(26) the sale or disposition of the Towers Assets;

(27) any dispositions constituting the surrender of tax losses by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (A) to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary; (B) to the Ultimate Parent or any of its Subsidiaries (other than the Company, a Permitted Affiliate Parent or a Restricted Subsidiary); or (C) in order to eliminate, satisfy or discharge any tax liability of any Person that was formerly a Subsidiary of the Ultimate Parent which has been disposed of pursuant to a disposal permitted by the terms of this Agreement, to the extent that the Company, a Permitted Affiliate Parent or a Restricted Subsidiary would have a liability (in the form of an indemnification obligation or otherwise) to one or more Persons in relation to such tax liability if not so eliminated, satisfied or discharged;

(28) any other disposal of assets comprising in aggregate percentage value of 10.0% or less of Total Assets; and

(29) contractual arrangements under long-term contracts with customers entered into by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary in the ordinary course of business which are treated as sales for accounting purposes; *provided* that there is no transfer of title in connection with such contractual arrangement.

In the event that a transaction (or any portion thereof) meets the criteria of a disposition permitted under clauses (1) through (29) above and would also be a Restricted Payment permitted to be made under Section 4.07 or a Permitted Investment, the Company, in its sole discretion, will be entitled to divide and classify such transaction (or a portion thereof) as a disposition permitted under clauses (1) through (29) above and/or one or more of the types of Restricted Payments permitted to be made under Section 4.07 or Permitted Investments.

"*Bank Products*" means (i) any facilities or services related to cash management, cash pooling, treasury, depository, overdraft, commodity trading or brokerage accounts, credit or debit card, p-cards (including purchasing cards or commercial cards), electronic funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade financial services or other cash management and cash pooling arrangements and (ii) daylight exposures of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary in respect of banking and treasury arrangements entered into in the ordinary course of business.

"*Bankruptcy Law*" means Title 11, United States Bankruptcy Code of 1978, or any similar United States federal or state law or relevant law in any jurisdiction or organization or similar foreign law (including, without limitation, laws of England and Wales and Scotland, relating to moratorium, bankruptcy, insolvency, receivership, winding up, liquidation, reorganization or relief of debtors) or any amendment to, succession to or change in any such law.

"*Board of Directors*" means, as to any Person, the board of directors of such Person or any duly authorized committee thereof; *provided*, that (1) if and for so long as the Company or a Permitted Affiliate Parent is a Subsidiary of the Ultimate Parent, any action required to be taken under this Agreement by the Board of Directors of the Company or a Permitted Affiliate Parent can, in the alternative, at the option of the Company or such Permitted Affiliate Parent, as applicable, be taken by the Board of Directors of the Ultimate Parent and (2) following consummation of a Spin-Off, any action required to be taken under this Agreement by the Board of Directors of the Company or a Permitted Affiliate Parent can, in the alternative, at the option of the Company or Permitted Affiliate Parent, be taken by the Board of Directors of the Spin Parent.

"*Business Division Transaction*" means any creation or participation in any joint venture with respect to any assets, undertakings and/or businesses of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries which comprise all or part of the Company's, a Permitted Affiliate Parent's or any Restricted Subsidiary's business division (or its predecessor or successors), to or with any other entity or person whether or not the Company, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent or any of the Restricted Subsidiaries and excluding any Subsidiary included in or owned by the Company's, a Permitted Affiliate Parent's or any Restricted Subsidiary's 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 Virgin Media Finance's unsecured senior notes with the longest maturity date at the date of the lease) exceeds 90.0% of the fair value of the asset.

"*Cash Equivalents*" means:

(1) securities or obligations issued, insured or unconditionally guaranteed by the United States government, the government of the United Kingdom, the relevant member state of the European Union as of January 1, 2004 (each, a "Qualified Country") or any agency or instrumentality thereof, in each case having maturities of not more than 24 months from the date of acquisition thereof;

(2) securities or obligations issued by any Qualified Country, or any political subdivision of any such Qualified Country, or any public instrumentality thereof, having maturities of not more than 24 months from the date of acquisition thereof and, at the time of acquisition, having an investment grade rating generally obtainable from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, then from another nationally recognized rating service in any Qualified Country);

(3) commercial paper issued by any lender party to a Credit Facility or any bank holding company owning any lender party to a Credit Facility;

(4) commercial paper maturing no more than 12 months after the date of acquisition thereof and, at the time of acquisition, having a rating of at least A-2 or P-2 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service in any Qualified Country);

(5) time deposits, eurodollar time deposits, bank deposits, certificates of deposit or bankers' acceptances maturing no more than two years after the date of acquisition thereof issued by any lender party to a Credit Facility or any other bank or trust company (x) having combined capital and surplus of not less than $250.0 million in the case of U.S. banks and $100.0 million (or the U.S. dollar equivalent thereof) in the case of non-U.S. banks or (y) 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 in any Qualified Country);

(6) auction rate securities rated at least Aa3 by Moody's and AA- by S&P (or, if at any time either S&P or Moody's shall not be rating such obligations, an equivalent rating from another nationally recognized rating service in any Qualified Country);

(7) repurchase agreements or obligations with a term of not more than 30 days for underlying securities of the types described in clauses (1), (2) and (5) above entered into with any bank meeting the qualifications specified in clause (5) above or securities dealers of recognized national standing;

(8) marketable short-term money market and similar funds (x) either having assets in excess of $250.0 million (or U.S. dollar equivalent thereof) or (y) having a rating of at least A-2 or P-2 from either S&P or Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized rating service in any Qualified Country);

(9) interests in investment companies or money market funds, 95% of the investments of which are one or more of the types of assets or instruments described in clauses (1) through (8) above; and

(10) in the case of investments by the Company, a Permitted Affiliate Parent or any Subsidiary organized or located in a jurisdiction other than the United States or a member state of the European Union (or any political subdivision or territory thereof), or in the case of investments made in a country outside the United States, other customarily utilized high-quality investments in the country where such Subsidiary is organized or located or in which such Investment is made, all as determined conclusively in good faith by the Company or a Permitted Affiliate Parent; *provided that* bank deposits and short term investments in local currency of any Restricted Subsidiary shall qualify as Cash Equivalents as long as the aggregate amount thereof does not exceed the amount reasonably estimated by such Restricted Subsidiary as being necessary to finance the operations, including capital expenditures, of such Restricted Subsidiary for the succeeding 90 days.

"*Change of Control*" means:

(1) Virgin Media Parent (a) ceases to be the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the U.S. Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of each of the Company and any Permitted Affiliate Parent and (b) ceases, by virtue of any powers conferred by the articles of association or other documents regulating each of the Company and any Permitted Affiliate Parent to, directly or indirectly, direct or cause the direction of management and policies of each of the Company and any Permitted Affiliate Parent;

(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 Company, any Permitted Affiliate Parent 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 U.S. Exchange Act) other than a Permitted Holder; or

(3) the adoption by the stockholders of the Company or any Permitted Affiliate Parent of a plan or proposal for the liquidation or dissolution of the Company or such Permitted Affiliate Parent, other than a transaction complying with Section 5.01;

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 Reorganizations, a Permitted Tax Reorganization or a Spin-Off.

"*Commodity Agreements*" means, in respect of a Person, any commodity purchase contract, commodity futures or forward contract, commodities option contract or other similar contract (including commodities derivative agreements or arrangements), to which such Person is a party or a beneficiary.

"*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 Signing Date, and includes, without limitation, all series and classes of such common stock.

"*Company*" means Virgin Media Investment Holdings Limited (company number 03173552) and any successor thereto.

"*Consolidated EBITDA*" means, for any period, without duplication, the Consolidated Net Income for such period, plus, at the option of the Company or a Permitted Affiliate Parent (except with respect to clauses (1) to (4) below) 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, disposition, recapitalization or the Incurrence of any Indebtedness permitted by this Agreement, in each case, as determined conclusively in good faith by an Officer of the Company or a Permitted Affiliate Parent;

(6) the amount of Management Fees and other fees and related expenses (including Intra-Group Services) paid in such period to the Permitted Holders to the extent permitted by Section 4.11;

(7) other non-cash charges reducing Consolidated Net Income (provided that if any such non-cash charge represents an accrual of or reserve for potential cash charges in any future period, the cash payment in respect thereof in such future period shall reduce Consolidated Net Income to such extent, and excluding amortization of a prepaid cash item that was paid in a prior 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) a receipt of cash payments in any future period, (B) the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income in any prior period and (C) any non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase Consolidated Net Income in such prior period);

(8) the amount of loss on the sale or transfer of any assets in connection with an asset securitization program, receivables factoring transaction or other receivables transaction (including, without limitation, a Qualified Receivables Transaction);

(9) Specified Legal Expenses;

(10) any net earnings or losses attributable to non-controlling interests;

(11) share of income or loss on equity Investments;

(12) any realized and unrealized gains or losses due to changes in fair value of equity Investments;

(13) an amount equal to 100.0% of the up-front installation fees associated with commercial contract installations completed during the applicable reporting period, less any portion of such fees included in Consolidated Net Income for such period, provided that the amount of such fees, to the extent amortized over the life of the underlying service contract, shall not be included in Consolidated Net Income in any future period;

(14) any fees or other amounts charged or credited to the Company, a Permitted Affiliate Parent or any Restricted Subsidiary related to Intra-Group Services may be excluded from the calculation of Consolidated EBITDA;

(15) any charges or costs in relation to any long-term incentive plan and any interest component of pension or post-retirement benefits schemes;

(16) Receivables Fees; and

(17) any gross margin (revenue minus cost of goods sold) recognized by an Affiliate of any of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary in relation to the sale of goods and services in relation to the business of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary.

"*Consolidated Income Taxes*" means taxes based on income, profits or capital of any of the Company, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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 or charges associated with Hedging Obligations;

(6) dividends or other distributions in respect of all Disqualified Stock of the Company and a Permitted Affiliate Parent and all Preferred Stock of any Restricted Subsidiary, to the extent held by Persons other than the Company, a Permitted Affiliate Parent or a Subsidiary of the Company or a Permitted Affiliate Parent;

(7) the Consolidated interest expense that was capitalized during such period; and

(8) interest actually paid by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, under any guarantee of Indebtedness or other obligation of any other Person.

Notwithstanding the foregoing, Consolidated Interest Expense shall not include (a) any interest accrued, capitalized or paid in respect of Subordinated Shareholder Loans, (b) any commissions, discounts, yield and other fees and charges related to Qualified Receivables Transactions, (c) any payments on any operating leases, including without limitation any payments on any lease, concession or license of property (or guarantee thereof) which would be considered an operating lease under GAAP, (d) any foreign currency gains or losses, or (e) any pension liability cost.

"*Consolidated Net Income*" means, for any period, net income (loss) of the Company, a Permitted Affiliate Parent 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 or a Permitted Affiliate Parent) if such Person is not a Restricted Subsidiary, except that (A) the Company's or a Permitted Affiliate Parent'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, a Permitted Affiliate Parent 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 or a Permitted Affiliate Parent'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, a Permitted Affiliate Parent or a Restricted Subsidiary;

(2) solely for the purpose of determining the amount available for Restricted Payments under Section 4.07(a)(C)(i), 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 or a Permitted Affiliate Parent 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 this Agreement and the other Finance Documents, (C) restrictions in effect on the Signing Date with respect to a Restricted Subsidiary (including pursuant to this Agreement, the other Finance Documents, the Existing Payables Financing Program Documents, the Payables Financing Program Documents, the Existing Senior Secured Notes Indentures, the Existing Senior Notes Indentures, the Existing Security Documents, the Senior Credit Facility, the Intercreditor Deeds, and in each case, any related documentation) and other restrictions with respect to any Restricted Subsidiary that, taken as a whole, are not materially less favorable to the Lender than restrictions in effect on the Signing Date and (D) restrictions as in effect on the Signing Date specified in Section 4.08(b)(8), or restrictions specified in Section 4.08(b)(10)), except that the Company's or a Permitted Affiliate Parent'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, a Permitted Affiliate Parent 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, held for sale or other disposition of any asset or disposed operations of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary which is not sold or otherwise disposed of in the ordinary course of business (as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent);

(4) any extraordinary, one-off, non-recurring, exceptional or unusual gain, loss, expense or charge, including any charges or reserves in respect of any restructuring, redundancy, relocation, refinancing, integration or severance or other post-employment arrangements, signing, retention or completion bonuses, transaction costs, acquisition costs, disposition costs, business optimization, information technology implementation or development costs, costs related to governmental investigations and curtailments or modifications to pension or postretirement benefits schemes, litigation or any asset impairment charges or the financial impacts of natural disasters (including fire, flood and storm and related events);

(5) at the option of the Company or a Permitted Affiliate Parent, any adjustments to reduce or eliminate the impact of the cumulative effect of a change in accounting principles or policies and changes as a result of the adoption or modification of accounting principles or policies;

(6) any stock-based compensation expense;

(7) all deferred financing costs written off and premiums paid in connection with any early extinguishment of Indebtedness and any net gain (loss), including financing costs that are expensed as incurred, from any extinguishment, modification, exchange or forgiveness of Indebtedness;

(8) any unrealized gains or losses in respect of Hedging Obligations;

(9) any goodwill, other intangible or tangible asset impairment charge or write-off;

(10) the impact of capitalized interest on Subordinated Shareholder Loans;

(11) any derivative instruments gains or losses, foreign exchange gains or losses, and gains or losses associated with fair value adjustment on financial instruments;

(12) at the option of the Company or any Permitted Affiliate Parent, effects of adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) pursuant to GAAP (including inventory, property, equipment, software, goodwill, intangible assets, in process research and development, deferred revenue and debt line items) attributable to the application of recapitalization accounting or purchase accounting, as the case may be, in relation to any consummated acquisition or joint venture investment or the amortization or write-off or write-down of amounts thereof, net of taxes;

(13) accruals and reserves that are established or adjusted within twelve months after the closing date of any acquisition that are so required to be established or adjusted as a result of such acquisition in accordance with GAAP; and

(14) any expenses, charges or losses to the extent covered by insurance or indemnity and actually reimbursed, or, so long as the Company, any Permitted Affiliate Parent or a Restricted Subsidiary has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer or indemnifying party and only to the extent that such amount is in fact reimbursed within 365 days of the date of the insurable or indemnifiable event (net of any amount so added back in any prior period to the extent not so reimbursed within the applicable 365-day period).

In addition, to the extent not already included in Consolidated Net Income, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall include the amount of proceeds received from business interruption insurance and reimbursements of any expenses and charges that are covered by indemnification or other reimbursement provisions in connection with any acquisition or Investment, or any sale, conveyance, transfer or other disposition of assets permitted under this Agreement.

"*Consolidated Net Leverage Ratio*", as of any date of determination, means the ratio of:

(1) (A) the outstanding Indebtedness of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries on a Consolidated basis as of such date and the Reserved Indebtedness Amount (to the extent applicable) as of such date, other than:

(i) any Indebtedness up to a maximum amount equal to the Credit Facility Excluded Amount (or its equivalent in other currencies) at the date of determination Incurred under any Permitted Credit Facility;

(ii) any Subordinated Shareholder Loans;

(iii) any Indebtedness incurred pursuant to Section 4.09(b)(23);

(iv) any Indebtedness which is a contingent obligation of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary; *provided* that any guarantee by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary of Indebtedness of Virgin Media Finance and/or any Parent (including, without limitation, any guarantees of the Existing Senior Notes) shall be included (A) for the purpose of calculating the Consolidated Net Leverage Ratio for purposes of Section 4.09(b)(18)(B), and (B) for the purposes of calculating the Consolidated Net Leverage Ratio in respect of the Incurrence of Indebtedness constituting Subordinated Obligations under Section 4.09(a)(2), Section 4.09(b)(6)(A), Section 4.09(b)(6)(B) and Section 4.09(b)(21) (including, for the avoidance of doubt, the granting of any Lien with respect to such Indebtedness pursuant to clause (42)(b) of definition of "Permitted Liens") only (but not for any other purpose under this Agreement);

(v) any Indebtedness that constitutes Subordinated Obligations; *provided* that for the purposes of calculating the Consolidated Net Leverage Ratio for the Incurrence of Indebtedness constituting Subordinated Obligations under Section 4.09(a)(2), Section 4.09(b)(6)(A), Section 4.09(b)(6)(B) and Section 4.09(b)(21) (including, for the avoidance of doubt, the granting of any Lien with respect to such Indebtedness pursuant to clause (42)(b) of definition of "Permitted Liens") and Section 4.09(b)(18)(B) only (but not for any other purpose under this Agreement), such Subordinated Obligations constituting Indebtedness shall be included in making such calculation;

(vi) any Indebtedness arising under the Production Facilities to the extent that it is limited recourse to the assets funded by such Production Facilities; and

(vii) any Indebtedness incurred pursuant to Section 4.09(b)(6)(C) for a period of six months following the date of completion of an acquisition referred to in Section 4.09(b)(6)(C);

less (B) the aggregate amount of cash and Cash Equivalents of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries on a Consolidated basis, to

(2) the Pro forma EBITDA for the Test Period,

provided, *however*, that the *pro forma* calculation of the Consolidated Net Leverage Ratio shall not give effect to (A) any Indebtedness Incurred on the date of determination pursuant to Section 4.09(b) or (B) the discharge on the date of determination of any Indebtedness to the extent that such discharge results from the proceeds Incurred pursuant to Section 4.09(b).

For the avoidance of doubt (i) in determining the Consolidated Net Leverage Ratio, no cash or Cash Equivalents shall be included that are the proceeds of Indebtedness in respect of which the calculation of the Consolidated Net Leverage Ratio is to be made and (ii) in connection with any Limited Condition Transaction, the Consolidated EBITDA and all outstanding Indebtedness of any company or business division or other assets to be acquired or disposed of pursuant to a signed purchase agreement (which may be subject to one or more conditions precedent) may be given pro forma effect for the purpose of Calculating the Consolidated Net Leverage Ratio.

"*Consolidation*" means the consolidation or combination of the accounts of each of the Company's Restricted Subsidiaries (excluding the Affiliate Subsidiaries) with those of the Company and each of a Permitted Affiliate Parent's Restricted Subsidiaries (excluding the Affiliate Subsidiaries) with those of such Permitted Affiliate Parent, in each case, in accordance with GAAP consistently applied and together with the accounts of the Affiliate Subsidiaries on a combined basis (including eliminations of intercompany transactions and balances, as appropriate); *provided, however*, that "*Consolidation*" will not include (i) consolidation or combination of the accounts of any Unrestricted Subsidiary, but the interest of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary in an Unrestricted Subsidiary will be accounted for as an Investment and (ii) at the Company's or a Permitted Affiliate Parent's election, any Receivables Entities. The term "Consolidated" has a correlative meaning.

"*Content*" means any production of and 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).

"*Credit Facility*" means, one or more debt facilities, arrangements, instruments, trust deeds, note purchase agreements, indentures, commercial paper facilities, overdraft facilities (including, without limitation, the Senior Credit Facility, any Permitted Credit Facility or any Production Facility), the Facilities 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, notes, bonds, debentures 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, this Agreement, a Permitted Credit Facility, a Production 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 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.

"*Credit Facility Excluded Amount*" means the greater of (1) £500.0 million (or its equivalent in other currencies) and (2) 0.25 multiplied by the Pro forma EBITDA of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries on a Consolidated basis for the Test Period.

"*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.

"*Designated Non-Cash Consideration*" means the fair market value (as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent) of non-cash consideration received by the Company, any Permitted Affiliate Parent 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 Section 4.10.

"*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, a Permitted Affiliate Parent 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 Termination Date of the Facilities, *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 or a Permitted Affiliate Parent 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 this Agreement) 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) provide that the Company or such Permitted Affiliate Parent 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 or such Permitted Affiliate Parent with Section 4.10 of Schedule 5 (Covenants) and Clause 7.3 of this Agreement, and such repurchase or redemption complies with Section 4.07.

"*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.

"*Equity Offering*" means (1) the distribution of Capital Stock of the Spin Parent in connection with any Spin-Off or (2) a sale of (a) Capital Stock of the Company or a Permitted Affiliate Parent (other than Disqualified Stock), (b) Capital Stock the proceeds of which are contributed as equity share capital to the Company or a Permitted Affiliate Parent or as Subordinated Shareholder Loans or (c) Subordinated Shareholder Loans.

"*Escrowed Proceeds*" means the proceeds from the offering of any debt securities or other Indebtedness paid into escrow accounts with an independent escrow agent on the date of the applicable offering or incurrence pursuant to escrow arrangements that permit the release of amounts on deposit in such escrow accounts upon satisfaction of certain conditions or the occurrence of certain events. The term "Escrowed Proceeds" shall include any interest earned on the amounts held in escrow.

"*European Union*" means the European Union, including member states as of May 1, 2004 but excluding any country which became or becomes a member of the European Union after May 1, 2004.

"*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 Company or a Permitted Affiliate Parent as capital contributions or Subordinated Shareholder Loans to the Company or a Permitted Affiliate Parent after February 22, 2013 or from the issuance or sale (other than to a Restricted Subsidiary) of Capital Stock (other than Disqualified Stock) of the Company or a Permitted Affiliate Parent, in each case to the extent designated as an Excluded Contribution pursuant to an Officer's Certificate of the Company or a Permitted Affiliate Parent.

"Existing *Payables Financing Program Documents"* means the 2016 VM Financing Facility Agreement and the documents ancillary thereto (including, without limitation, supply contracts and framework assignment agreements), each as may be amended, amended and/or restated, supplemented or otherwise modified from time to time.

"*Existing 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 Existing Senior Secured Notes Indentures 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 of the Existing Senior Secured Notes or notice of such pledge, assignment or grant is given.

"*Existing Senior Notes*" means the (i) $400 million original principal amount of 5.75% Senior Notes due 2025, (ii) €460 million original principal amount of 4.5% Senior Notes due 2025, (iii) $500 million original principal amount of 6.0% Senior Notes due 2024, (iv) $500 million original principal amount of 5.25% Senior Notes due 2022, (v) the $900 million original principal amount of 4.875% Senior Notes due 2022 and (vi) the £400 million original principal amount of 5.125% Senior Notes due 2022, in each case, issued by Virgin Media Finance pursuant to the relevant Existing Senior Notes Indenture.

"*Existing Senior Notes Indentures*" means collectively (i) the indenture, dated as of March 13, 2012, among Virgin Media Finance, the guarantors named therein, 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 October 30, 2012, among Virgin Media Finance, the guarantors named therein, 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 October 7, 2014, among Virgin Media Finance, the guarantors named therein, The Bank of New York Mellon, London Branch, as trustee, transfer agent and principal paying agent, The Bank of New York Mellon, as paying agent and The Bank of New York Mellon (Luxembourg) S.A. as registrar, as amended or supplemented from time to time and (iv) the indenture, dated as of January 28, 2015, among Virgin Media Finance, the guarantors named therein, The Bank of New York Mellon, London Branch, as trustee and principal paying agent, as amended or supplemented from time to time.

"*Existing Senior Secured Notes*" means (i) the $1,425 million original principal amount of 5.50% Senior Secured Notes due 2029, (ii) the £340 million original principal amount of 5.25% Senior Secured Notes due 2029, (iii) the £400 million original principal amount of 6.25% Senior Secured Notes due 2029, (iv) the £525 million original principal amount of 4.875% Senior Secured Notes due 2027, (v) the $750 million original principal amount of 5.5% Senior Secured Notes due 2026, (vi) the £675 million original principal amount of 5% Senior Secured Notes due 2027, (vii) £400 million original principal amount Fixed Rate Senior Secured Notes due 2030 and (viii) the £521.3 million original principal amount 6% Senior Secured Notes due 2025, in each case, issued by Virgin Media Secured Finance pursuant to the relevant Existing Senior Secured Notes Indenture.

"*Existing Senior Secured Notes Indentures*" means collectively (i) the indenture dated as of March 28, 2014 among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein, The Bank of New York Mellon, 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 March 30, 2015 among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein The Bank of New York Mellon, London Branch, as trustee, transfer agent and principal paying agent, The Bank of New York Mellon, as paying agent and registrar and The Bank of New York Mellon (Luxembourg) S.A., as registrar, as amended or supplemented from time to time, (iii) the indenture dated as of April 26, 2016 among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein The Bank of New York Mellon, London Branch, as trustee and principal paying agent and The Bank of New York Mellon, as paying agent, transfer agent and registrar, as amended or supplemented from time to time, (iv) the indenture dated as of February 1, 2017 among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein The Bank of New York Mellon, London Branch, as trustee, paying agent and transfer agent and The Bank of New York Mellon (Luxembourg) S.A., as registrar, as amended or supplemented from time to time, (v) the indenture dated as of March 21, 2017 among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein The Bank of New York Mellon, London Branch, as trustee, paying agent and transfer agent and The Bank of New York Mellon (Luxembourg) S.A., as registrar, as amended or supplemented from time to time, (vi) the indenture dated as of May 16, 2019, among Virgin Media Secured Finance, Virgin Media Finance and other the guarantors named therein BNY Mellon Corporate Trustee Services Limited, as trustee, The Bank of New York Mellon, London Branch, as principal paying agent and The Bank of New York Mellon SA/NV, Luxembourg Branch, as registrar and transfer agent, as amended or supplemented from time to time and (vii) the indenture dated as of October 15, 2019, among Virgin Media Secured Finance, Virgin Media Finance and other guarantors named therein BNY Mellon Corporate Trustee Services Limited, as trustee, The Bank of New York Mellon, London Branch, as principal paying agent and The Bank of New York Mellon SA/NV, Luxembourg Branch, as registrar and transfer agent, as amended or supplemented from time to time.

"*fair market value*" unless otherwise specified, wherever such term is used in this Agreement (except as otherwise specifically provided in this Agreement), may be conclusively established by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent.

"*GAAP*" means generally accepted accounting principles in the United States as in effect as of the Signing Date or, for purposes of Section 4.03, as in effect from time to time; *provided that* at any date after the Signing Date the Company or any Permitted Affiliate Parent may make an election to establish that "GAAP" shall mean "GAAP" as in effect on a date that is on or prior to the date of such election. Except as otherwise expressly provided below or in this Agreement, all ratios and calculations based on GAAP contained in this Agreement shall be computed in conformity with GAAP. At any time after the Signing Date, the Company or a Permitted

Affiliate Parent may elect to apply for all purposes of this Agreement, in lieu of GAAP, IFRS and, upon such election, references to GAAP herein will be construed to mean IFRS as in effect on the Signing Date; *provided that* (1) all financial statements and reports to be provided, after such election, pursuant to this Agreement 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 financial statements of the Virgin Reporting Entity (but not the financial statements of a Permitted Affiliate Parent) shall be restated on the basis of IFRS for the 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 this Agreement shall, at the option of the Company or the Permitted Affiliate Parent (a) continue to be computed in conformity with GAAP (provided that, following such election, the annual and quarterly information required by Section 4.03(a)(1) and Section 4.03(a)(2) shall include a reconciliation, either in the footnotes thereto or in a separate report delivered therewith, of such GAAP presentation to the corresponding IFRS presentation of such financial information), or (b) be computed in conformity with IFRS with retroactive effect being given thereto assuming that such election had been made on the Signing Date. Thereafter, the Company or a Permitted Affiliate Parent may, at its option, elect to apply GAAP or IFRS and compute all ratios, computations and other determinations based on GAAP or IFRS, as applicable, all on the basis of the foregoing provisions of this definition of GAAP.

"*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. The term "guarantor" means the obligor under a guarantee.

"*Hedging Obligations*" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Commodity Agreement or Currency Agreement.

"*High Yield Intercreditor Deed*" means the High Yield Intercreditor Deed first entered into among Virgin Media Finance, the Company, Credit Suisse First Boston, The Bank of New York Mellon 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.

"*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.

"*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; *provided*, further, that any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder, subject to the definition of "Reserved Indebtedness Amount" (as defined in Section 4.09) and related provisions; and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing.

"*Indebtedness*" means, with respect to any Person (and with respect to the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries, on a Consolidated basis) 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; and

(4) 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 (a) any deposits or prepayments received by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary from a customer or subscriber for its service and any other deferred or prepaid revenue, (b) any obligations to make payments in relation to earn outs, (c) Indebtedness which is in the nature of equity (other than shares redeemable at the option of the holder on or before the Stated Maturity) or equity derivatives, (d) Lease Obligations, (e) receivables sold or discounted, whether recourse or non-recourse, including, for the avoidance of doubt, any indebtedness in respect of Qualified Receivables Transactions, including, without limitation, guarantees by a Receivables Entity of the obligations of another Receivables Entity and any indebtedness in respect of Limited Recourse, (f) pension obligations or any obligation under employee plans or employment agreements, (g) any "parallel debt" obligations to the extent that such obligations mirror other Indebtedness, (h) any payments or liability for assets acquired or services supplied deferred (including Trade Payables) (including, without limitation, any liability under an IRU Contract), (i) 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 (including, in each case, any accrued dividends), (j) any Hedging Obligations and (k) any Non-Recourse Indebtedness. 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.

"*Initial Public Offering*" means an Equity Offering of common stock or other common equity interests of the Company, a Permitted Affiliate Parent, the Spin Parent or any direct or indirect parent company of the Company, a Permitted Affiliate Parent or the Spin Parent (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 (including, for the avoidance of doubt, any such Equity Offering of common stock or other common equity interest of the Spin Parent in connection with any Spin-Off).

"*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 not materially less favorable, taken as a whole, to the Company, a Permitted Affiliate Parent 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) (or, in the event that there are no comparable transactions to apply for comparative purposes, is otherwise on terms that, taken as a whole, the Company or a Permitted Affiliate Parent has determined conclusively in good faith to be fair to the Company or a Permitted Affiliate Parent or such Restricted Subsidiary):

(1) the sale of programming or other content by the Ultimate Parent, Liberty Global, the Spin Parent or any of their respective Subsidiaries or any other direct or indirect holder of equity interests in the Company or any of its Affiliates to the Company, a Permitted Affiliate Parent or any Restricted Subsidiary;

(2) the lease or sublease of office space, other premises or equipment by the Company, a Permitted Affiliate Parent or the Restricted Subsidiaries to the Ultimate Parent, Liberty Global, the Spin Parent or

any of their respective Subsidiaries or any other direct or indirect holder of equity interest in the Company or any of its Affiliates by the Ultimate Parent, Liberty Global, the Spin Parent or any of their respective Subsidiaries or any other direct or indirect holder of equity interest in the Company or any of its Affiliates to the Company, a Permitted Affiliate Parent or the Restricted Subsidiaries;

(3) the provision or receipt of other goods, services, facilities or other arrangements (in each case not constituting Indebtedness) in the ordinary course of business, by the Company, a Permitted Affiliate Parent or the Restricted Subsidiaries to or from the Ultimate Parent, Liberty Global, the Spin Parent or any of their respective Subsidiaries or any other direct or indirect holder of equity interests in the Company or any of its Affiliates, including, without limitation, (a) the employment of personnel, (b) provision of employee healthcare or other benefits, including stock and other incentive plans, (c) acting as agent to buy or develop equipment, other assets or services or to trade with residential or business customers, and (d) the provision of treasury, audit, accounting, banking, strategy, IT, branding, marketing, network, technology, research and development, telephony, office, administrative, compliance, payroll or other similar services; and

(4) the extension by or to the Company, any Permitted Affiliate Parent or the Restricted Subsidiaries to or by the Ultimate Parent, Liberty Global, the Spin Parent or any of their respective Subsidiaries or any other direct or indirect holder of equity interests in the Company or any of its Affiliates 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) of this definition of Intra-Group Services.

"*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;

(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, a Permitted Affiliate Parent or a Subsidiary for consideration to the extent such consideration consists of Common Stock of the Company, a Permitted Affiliate Parent or a Parent.

For purposes of the definition of "Unrestricted Subsidiary" and Section 4.07:

(A) "Investment" will include the portion (proportionate to the Company's or a Permitted Affiliate Parent'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 of the Company or a Permitted Affiliate Parent 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 or such Permitted Affiliate Parent 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 or such Permitted Affiliate Parent's "Investment" in such Subsidiary at the time of such redesignation less (b) the portion (proportionate to the Company's or such Permitted Affiliate Parent's equity interest in such Subsidiary) of the fair market value of the net assets (as determined conclusively by the Board of Directors or senior management of the Company or such Permitted Affiliate Parent in good faith) of such Subsidiary at the time that such Subsidiary is so redesignated a Restricted Subsidiary; and

(B) any property transferred to or from an Unrestricted Subsidiary will be valued at its fair market value at the time of such transfer (or if earlier at the time of entering into an agreement to sell such property), in each case as determined conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent.

If the Company, a Permitted Affiliate Parent 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 or a Permitted Affiliate Parent 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 conclusively in good faith by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent). The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced (at the Company or a Permitted Affiliate Parent's option) by any dividend, distribution, interest payment, return of capital, repayment or other amount or value received in respect of such Investment.

"*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 or any agency or instrumentality thereof (other than Cash Equivalents) or directly and fully guaranteed or insured by a member of the European Union, 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, a Permitted Affiliate Parent and their respective 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 Facilities or the corporate rating of the Virgin Group receive any two 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;

(2) a rating of "BBB-" (or the equivalent) or higher from Standard & Poor's Ratings Services, or any of its successors or assigns; and/or

(3) a rating of "BBB-" (or the equivalent) or higher from Fitch Ratings Inc. 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 or distributed in such Initial Public Offering.

"*IRU Contract*" means a contract entered into by Virgin Media Finance, the Company, any Permitted Affiliate Parent or a Restricted Subsidiary in the ordinary course of business in relation to the right to use capacity on a telecommunications cable system (including the right to lease such capacity to another person).

"*Joint Venture Parent*" means the joint venture entity formed in a Parent Joint Venture Transaction.

"*Lease Obligations*" means collectively obligations under any finance, capital or operating lease, in each case, as determined in accordance with GAAP.

"*Liberty Global*" means Liberty Global plc (company number 08379990) and any and all successors thereto.

"*Lien*" means any assignment, 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).

"*Limited Condition Transaction*" means (i) any Investment or acquisition, in each case, by one or more of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries of any assets, business or Person, the consummation of which is not conditioned on the availability of, or on obtaining, third party financing, (ii) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment and (iii) any Restricted Payment.

"*Limited Recourse*" means a letter of credit, revolving loan commitment, cash collateral account, guarantee or other credit enhancement issued by the Company, any Permitted Affiliate Parent or any Restricted Subsidiary (other than a Receivables Entity) in connection with the incurrence of Indebtedness by a Receivables Entity under a Qualified Receivables Transaction; *provided that*, the aggregate amount of such letter of credit reimbursement obligations and the aggregate available amount of such revolving loan commitments, cash collateral accounts, guarantees or other such credit enhancements of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries (other than a Receivables Entity) shall not exceed 25% of the principal amount of such Indebtedness at any time.

"*Management Fees*" means any management, consultancy, stewardship or other similar fees payable by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, including any fees, charges and related expenses incurred by any Parent on behalf of and/or charged to the Company, a Permitted Affiliate Parent or a Restricted Subsidiary.

"*Market Capitalization*" means an amount equal to (1) 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 (2) 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.

"*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, any Permitted Affiliate Parent or any Restricted Subsidiary after such Asset Disposition.

"*Net Cash Proceeds*" means, with respect to any issuance or sale of Capital Stock, Subordinated Shareholder Loans and/or other capital contributions, 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 Holdco*" means the direct or indirect Subsidiary of the Ultimate Parent following the Post-Closing Reorganizations.

"*Non-Recourse Indebtedness*" means any indebtedness of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (and not of any other Person), in respect of which the Person or Persons to whom such

indebtedness is or may be owed has or have no recourse whatsoever to the Company, any Permitted Affiliate Parent or a Restricted Subsidiary for any payment or repayment in respect thereof:

(1) other than recourse to the Company, any Permitted Affiliate Parent or a Restricted Subsidiary which is limited solely to the amount of any recoveries made on the enforcement of any collateral securing such indebtedness or in respect of any other disposition or realization of the assets underlying such indebtedness;

(2) provided that such Person or Persons are not entitled, pursuant to the terms of any agreement evidencing any right or claim arising out of or in connection with such indebtedness, to commence proceedings for the winding up, dissolution or administration of the Company, any Permitted Affiliate Parent or a Restricted Subsidiary (or proceedings having an equivalent effect) or to appoint or cause the appointment of any receiver, trustee or similar person or officer in respect of the Company, any Permitted Affiliate Parent or a Restricted Subsidiary or any of its assets until after the Facilities have been repaid in full; and

(3) *provided further* that the principal amount of all indebtedness Incurred and then outstanding pursuant to this definition does not exceed the greater of (i) £250.0 million and (ii) 5.0% of Total Assets.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the Finance Documents.

"*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, any Director, any member of the Board of Directors, the Treasurer, any Assistant Treasurer, the Secretary, or any Assistant Secretary, or any authorized signatory of such Person.

"*Officer's Certificate*" means a certificate signed by an Officer.

"*Opinion of Counsel*" means a written opinion from legal counsel who is reasonably acceptable to the Lender (or the Administrator, acting on behalf of the Lender). The counsel may be an employee of or counsel to the Company, a Permitted Affiliate Parent or the Lender.

"*ordinary course of business*" means the ordinary course of business of Virgin Media and its Subsidiaries and/or the Ultimate Parent and its Subsidiaries.

"*Parent*" means (i) the Ultimate Parent, (ii) any Subsidiary of the Ultimate Parent of which the Company or a Permitted Affiliate Parent is a Subsidiary on the Signing Date, (iii) any other Person of which the Company or a Permitted Affiliate Parent at any time is or becomes a Subsidiary after the Signing Date (including, for the avoidance of doubt, the Spin Parent and any Subsidiary of the Spin Parent following any Spin-Off) and (iv) any Joint Venture Parent, any Subsidiary of the Joint Venture Parent and any Parent Joint Venture Holders following any Parent Joint Venture Transaction.

"*Parent Expenses*" means:

(1) costs (including all professional fees and expenses) Incurred by any Parent or any Subsidiary of a 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 Finance Documents or any other agreement or instrument relating to Indebtedness of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary;

(2) indemnification obligations of any Parent or any Subsidiary of a 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 of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or the conduct of the business of the Company, any Permitted Affiliate Parent and any Restricted Subsidiary;

(3) obligations of any Parent or any Subsidiary of a Parent in respect of director and officer insurance (including premiums therefor) with respect to its ownership of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or the conduct of the business of the Company, any Permitted Affiliate Parent and any Restricted Subsidiary;

(4) general corporate overhead expenses, including professional fees and expenses and other operational expenses of any Parent or Subsidiary of a Parent related to the ownership, stewardship or operation of

the business (including, but not limited to, Intra-Group Services) of the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries, including acquisitions, dispositions or treasury transactions by the Company, a Permitted Affiliate Parent or the Restricted 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; and

(5) fees and expenses payable by any Parent in connection with a Post-Closing Reorganization and/or a Permitted Tax Reorganization.

"*Parent Joint Venture Holders*" means the holders of the share capital of the Joint Venture Parent.

"*Parent Joint Venture Transaction*" means a transaction pursuant to which a joint venture is formed by the contribution of some or all of the assets of a Parent or issuance or sale of shares of a Parent to one or more entities which are not Affiliates of the Ultimate Parent.

"*Payables Financing Program Documents*" means the Framework Assignment Agreement, the Accounts Payable Management Services Agreement and the documents ancillary thereto (including, without limitation, supply contracts), each as may be amended, amended and/or restated, supplemented or otherwise modified from time to time.

"*Permitted Asset Swap*" means the concurrent purchase and sale or exchange of related business assets (including, without limitation, securities of a Related Business) or a combination of such assets, cash and Cash Equivalents between the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries and another Person.

"*Permitted Business*" means any business:

(1) engaged in by any Parent, any Subsidiary of any Parent, the Company, any Permitted Affiliate Parent or any Restricted Subsidiary on the Signing Date;

(2) that consists of the upgrade, construction, creation, development, marketing, acquisition (to the extent permitted under this Agreement), 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 (including for the avoidance of doubt, mobile telephony), Internet services and content, high speed data transmission, video, multi-media and related activities);

(3) other activities that are reasonably similar, ancillary, complementary or related to, or a reasonable extension, development or expansion of, the businesses in which any Parent, any Subsidiary of any Parent, the Company, any Permitted Affiliate Parent or the Restricted Subsidiaries are engaged on the Signing Date, including, without limitation, all forms of television, telephony (including, for the avoidance of doubt, mobile 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 any such business.

"*Permitted Credit Facility*" means, one or more debt facilities or arrangements (including, without limitation, this Agreement and the Senior Credit Facility) that may be entered into by the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries providing for credit loans, letters of credit or other Indebtedness or other advances, in each case, Incurred in compliance with Section 4.09.

"*Permitted Financing Action*" means, (i) to the extent that any incurrence of Indebtedness or Refinancing Indebtedness is permitted pursuant to Section 4.09 (*Limitation on Indebtedness*), any transaction to facilitate or otherwise in connection with a cashless rollover of one or more lenders' or investors' commitments or funded Indebtedness in relation to the incurrence of that Indebtedness or Refinancing Indebtedness and/or (ii) any transaction with the Lender contemplated by or otherwise in connection with the Transaction Documents and the transactions related thereto.

"*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 clauses (1) or (2) above, and any successor to such Permitted Holder, Affiliate, or Related Person, (4) any Person who is acting as an underwriter in connection with any public or private offering of Capital Stock of the

Company or of a Permitted Affiliate Parent, acting in such capacity, and (5) 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, a Permitted Affiliate Parent and the Restricted Subsidiaries (taken as a whole) constitutes a Change of Control in respect of which a Change of Control Prepayment Offer is made in accordance with this Agreement and which the Company or any Permitted Affiliate Parent complies with the requirements of the Existing Senior Secured Notes Indentures (or any similar terms in an instrument or agreement governing Senior Indebtedness) with respect to the requirement to make a Change of Control Offer (as defined in the Existing Senior Secured Notes Indentures).

"*Permitted Investment*" means an Investment by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary in:

(1) the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (other than a Receivables Entity) or a Person which will, upon the making of such Investment, become a Permitted Affiliate Parent or 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, a Permitted Affiliate Parent or a Restricted Subsidiary (other than a Receivables Entity);

(3) cash and Cash Equivalents or Investment Grade Securities;

(4) receivables owing to the Company, a Permitted Affiliate Parent 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, any Permitted Affiliate Parent 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, such Permitted Affiliate Parent or such Restricted Subsidiary;

(7) Capital Stock, obligations, accounts receivables, or securities received in settlement of debts created in the ordinary course of business and owing to the Company, any Permitted Affiliate Parent 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, workout, recapitalization 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 Section 4.10 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) any Investment existing on the Signing Date or made pursuant to binding commitments in effect on the Signing Date or an Investment consisting of any extension, modification, replacement, renewal or reinvestment of any Investment or binding commitment existing on the Signing Date or made in compliance with Section 4.07; provided that the amount of any such Investment or binding commitment may be increased (a) as required by the terms of such Investment or binding commitment as in existence on the Signing Date (including as a result of the accrual or accretion of interest or original issue discount or the issuance of pay-in-kind securities) or (b) as otherwise permitted under this Agreement;

(10) Currency Agreements, Commodity Agreements and Interest Rate Agreements and related Hedging Obligations, which transactions or obligations are Incurred in compliance with Section 4.09;

(11) Investments by the Company, any Permitted Affiliate Parent 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 the greater of (i) £350.0 million and (ii) 5.0% 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 Permitted Affiliate Parent or a Restricted Subsidiary and such Person subsequently becomes a Permitted Affiliate

Parent or a Restricted Subsidiary or is subsequently designated a Restricted Subsidiary pursuant to Section 4.07, 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, a Permitted Affiliate Parent 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, a Permitted Affiliate Parent 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 Section 4.09 and other guarantees (and similar arrangements) of obligations not constituting Indebtedness;

(14) pledges or deposits (a) with respect to leases or utilities provided to third parties in the ordinary course of business or (b) otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under Section 4.12;

(15) the Existing Senior Secured Notes;

(16) so long as no Default or Event of Default of the type specified in Section 6.01(a)(1) or Section 6.01(a)(2) of this Agreement 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 Net Leverage Ratio would not exceed 4.00 to 1.00;

(17) any Investment to the extent made using as consideration Capital Stock of the Company or a Permitted Affiliate Parent (other than Disqualified Stock), Subordinated Shareholder Loans or Capital Stock of any Parent;

(18) Investments acquired after the Signing Date as a result of the acquisition by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary, including by way of merger, amalgamation or consolidation with or into the Company, any Permitted Affiliate Parent or any Restricted Subsidiary in a transaction that is not prohibited by Section 5.01 after the Signing 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) Investments in Securitization Obligations;

(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, any Permitted Affiliate Parent or any Restricted Subsidiary (a) in exchange for any other Investment or accounts receivable held by the Company, such Permitted Affiliate Parent or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the Company of such other Investment or accounts receivable or (b) as a result of a foreclosure by the Company, such Permitted Affiliate Parent 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) any transaction to the extent constituting an Investment that is permitted and made in accordance with Section 4.11(b) (except those transactions described in Section 4.11(b)(1), Section 4.11(b)(5), Section 4.11(b)(9), and Section 4.11(b)(22));

(24) Investments consisting of purchases and acquisitions of inventory, supplies, material, services or equipment or purchases of contract rights or licenses or leases of intellectual property;

(25) Investments consisting of the licensing or contribution of intellectual property pursuant to joint marketing arrangements;

(26) advances in the form of a prepayment of expenses, so long as such expenses are being paid in accordance with customary trade terms of the Company, a Permitted Affiliate Parent or the Restricted Subsidiaries;

(27) Investments by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary in any joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business;

(28) Investments by the Company, a Permitted Affiliate Parent or a Restricted Subsidiary in connection with any start-up financing or seed funding of any Person, together with all other Investments pursuant to this clause (28), in an aggregate amount at the time of such Investment not to exceed the greater of (i) £25 million and (ii) 1.0% 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 Section 4.07, 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; and

(29) Investments in or constituting Bank Products.

"*Permitted Joint Ventures*" means one or more joint ventures formed (a) by the contribution of some or all of the assets of the Company's, any Permitted Affiliate Parent's or any Restricted Subsidiary's business division pursuant to a Business Division Transaction to a joint venture formed by the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries with one or more joint venture partners and/or (b) for the purposes of network and/or infrastructure sharing with one or more joint venture partners.

"*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, and Liens on Investments in Receivables Entities;

(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, repairmen's, construction and other like Liens, in each case for sums not yet overdue for a period of more than 60 days or that are bonded or being contested in good faith by appropriate proceedings;

(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;

(5) Liens in favor of issuers of surety, bid or performance bonds or with respect to other regulatory requirements or trade or government contracts or to secure leases or permits, licenses, statutory or regulatory obligations, or letters of credit or bankers' acceptances or similar obligations issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(6) (a) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other third party on property or assets over which the Company, any Permitted Affiliate Parent or any Restricted Subsidiary has easement rights or on any leased property and subordination or similar arrangements relating thereto (including, without limitation, the right reserved to or vested in any governmental authority by the terms of any lease, license, franchise, grant or permit acquired by the Company, any Permitted Affiliate Parent or any Restricted Subsidiaries or by any statutory provision to terminate any such lease, license, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof), (b) minor survey exceptions, encumbrances, trackage rights, special assessments, 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, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent and the Restricted Subsidiaries, and (c) any condemnation or eminent domain proceedings affecting any real property;

(7) Liens securing Hedging Obligations, so long as the related Indebtedness is, and is permitted to be Incurred under the Finance Documents;

(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, any Permitted Affiliate Parent or the Restricted Subsidiaries;

(9) Liens arising out of judgments, decrees, orders or awards so long as 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 (including Liens arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business); *provided* that such Liens do not encumber any other assets or property of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary other than such assets or property and assets affixed or appurtenant thereto;

(11) Liens (i) arising solely by virtue of any statutory or common law provisions or customary business 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, (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, (iii) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to brokerage accounts incurred in the ordinary course of business and not for speculative purposes or (iv) deposits made in the ordinary course of business to secure liability to insurance carriers;

(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, any Permitted Affiliate Parent and the Restricted Subsidiaries in the ordinary course of business;

(13) Liens existing on, or provided for under written arrangements existing on, the Signing Date;

(14) Liens on property, other assets or shares or stock of a Person at the time such Person becomes a Restricted Subsidiary (including Liens created, incurred or assumed in connection with or in contemplation of such acquisition or transaction); provided, however, that any such Lien may not extend to any other property owned by the Company, a Permitted Affiliate Parent or any other Restricted Subsidiary (other than pursuant to after-acquired property clauses in effect with respect to such Lien at the time of acquisition on property of the type that would have been subject to such Lien notwithstanding the occurrence of such acquisition);

(15) Liens on property at the time the Company, a Permitted Affiliate Parent or a Restricted Subsidiary acquired the property, including any acquisition by means of a merger or consolidation with or into any Restricted Subsidiary (including Liens created, incurred or assumed in connection with or in contemplation of such acquisition or transaction); provided, however, that any such Lien may not extend to any other property owned by the Company, such Permitted Affiliate Parent or such Restricted Subsidiary (other than pursuant to after-acquired property clauses in effect with respect to such Lien at the time of acquisition on property of the type that would have been subject to such Lien notwithstanding the occurrence of such acquisition);

(16) Liens securing Indebtedness or other obligations of a Restricted Subsidiary owing to the Company, a Permitted Affiliate Parent or another Restricted Subsidiary;

(17) Liens to secure (A) Indebtedness that is permitted to be Incurred under Section 4.09(a) or Section 4.09(b)(1), Section 4.09(b)(3), Section 4.09(b)(6), Section 4.09(b)(12), Section 4.09(b)(16), Section 4.09(b)(20) and Section 4.09(b)(23) and guarantees thereof, and (B) Indebtedness that does not constitute Subordinated Obligations that is permitted to be Incurred under Section 4.09(b)(6) and guarantees thereof; *provided* that, at the time of the acquisition or other transaction pursuant to which such Indebtedness was Incurred and after giving effect to the Incurrence of such Indebtedness on a pro forma basis, (i) the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries would have been able to Incur £1.00 of additional Indebtedness pursuant to Section 4.09(a) or (ii) the Consolidated Net Leverage Ratio would not be greater than it was immediately prior to giving pro forma effect to such acquisition or other transaction and to the Incurrence of such Indebtedness) and (C) any Refinancing Indebtedness in respect of Indebtedness referred to in the forgoing clauses (A) and (B);

(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) any Liens in respect of the ownership interests in, or assets owned by, any joint ventures securing obligations of such joint ventures;

(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) Liens in respect of the ownership interests in, or assets owned by, any joint ventures or similar arrangements securing obligations of such joint ventures or similar agreements;

(23) 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;

(24) 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;

(25) Liens on assets or property of a Restricted Subsidiary that is not an Obligor securing Indebtedness of a Restricted Subsidiary that is not an Obligor permitted by Section 4.09;

(26) Liens on Escrowed Proceeds for the benefit of the related holders of debt securities or other Indebtedness (or the underwriters or arrangers or escrow agent thereof) or on cash set aside at the time of the Incurrence of any Indebtedness or government securities purchased with such cash, in either case to the extent such cash or government securities prefund the payment of interest on such Indebtedness and are held in escrow accounts or similar arrangement to be applied for such purpose;

(27) Liens Incurred with respect to obligations that do not exceed the greater of (a) £250.0 million and (b) 5.0% of Total Assets at any time outstanding;

(28) Liens securing Indebtedness Incurred under any Permitted Credit Facility;

(29) Liens consisting of any right of set-off granted to any financial institution acting as a lockbox bank in connection with a Qualified Receivables Transaction;

(30) Liens for the purpose of perfecting the ownership interests of a purchaser of Receivables and related assets pursuant to any Qualified Receivables Transaction;

(31) Cash deposits or other Liens for the purpose of securing Limited Recourse;

(32) Liens arising in connection with other sales of Receivables permitted hereunder without recourse to the Company, any Permitted Affiliate Parent or any of the Restricted Subsidiaries;

(33) Liens on Receivables and related assets of the type specified in the definition of "Qualified Receivables Transaction";

(34) Liens in respect of Bank Products or to implement cash pooling arrangements or arising under the general terms and conditions of banks with whom the Company, any Permitted Affiliate Parent or any Restricted Subsidiary maintains a banking relationship or to secure cash management and other banking services, netting and set-off arrangements, and encumbrances over credit balances on bank accounts to facilitate operation of such bank accounts on a cash-pooled and net balance basis (including any ancillary facility under any Credit Facility or other accommodation comprising of more than one account) and Liens of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary under the general terms and conditions of banks and financial institutions entered into in the ordinary course of banking or other trading activities;

(35) Liens on equipment of the Company, any Permitted Affiliate Parent or any Restricted Subsidiary granted in the ordinary course of business to a client of the Company, such Permitted Affiliate Parent or such Restricted Subsidiary at which such equipment is located;

(36) subdivision agreements, site plan control agreements, development agreements, servicing agreements, cost sharing, reciprocal and other similar agreements with municipal and other governmental authorities affecting the development, servicing or use of a property; provided the same are complied with in all material respects except as such non-compliance does not interfere in any material respect as determined in good faith by the Company or a Permitted Affiliate Parent with the business of the Company, any Permitted Affiliate Parent and their respective Restricted Subsidiaries taken as a whole;

(37) facility cost sharing, servicing, reciprocal or other similar agreements related to the use and/or operation of a property in the ordinary course of business; provided the same are complied with in all material respects;

(38) deemed trusts created by operation of law in respect of amounts which are (i) not yet due and payable, (ii) immaterial, (iii) being contested in good faith and by appropriate proceedings and for which appropriate reserves have been established in accordance with GAAP or (iv) unpaid due to inadvertence after exercising due diligence;

(39) Liens on cash or Cash Equivalents, Investments or other property arising in connection with the defeasance, discharge or redemption of Indebtedness *provided* that such the defeasance, discharge or redemption is not prohibited under this Agreement;

(40) Liens encumbering deposits made in the ordinary course of business to secure liabilities to insurance carriers;

(41) Liens (a) over the segregated trust accounts set up to fund productions, (b) required to be granted over productions to secure production grants granted by regional and/or national agencies promoting film production in the relevant regional and/or national jurisdiction and (c) over assets relating to a specific production funded by Production Facilities; and

(42) Liens to secure (a) any Indebtedness that is permitted to be Incurred under Section 4.09(a)(2) or Section 4.09(b)(21), (b) any Indebtedness that constitutes Subordinated Obligations that is permitted to be Incurred under Section 4.09(b)(6) and guarantees thereof; *provided* that, at the time of the acquisition or other transaction pursuant to which such Indebtedness was incurred and after giving effect to the Incurrence of such Indebtedness on a *pro forma* basis, (i) the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries would have been able to incur £1.00 of additional Indebtedness pursuant to Section 4.09(a) or (ii) the Consolidated Net Leverage Ratio would not be greater than it was immediately prior to giving pro forma effect to such acquisition or other transaction and to the Incurrence of such Indebtedness) and (c) any Refinancing Indebtedness in respect of Indebtedness referred to in the forgoing clauses (a) and (b); *provided* that contemporaneously with the Incurrence of any such Lien, effective provision is made to secure the Indebtedness due under the Finance Documents on an equal or senior basis (taking into account any intercreditor arrangements).

"*Permitted Tax Reorganization*" means any reorganization and other activities related to tax planning and tax reorganization, so long as such Permitted Tax Reorganization is not materially adverse to the Lender (as determined by the Company in good faith).

"*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.

"*Post-Closing Reorganizations*" means the possible reorganization of the Virgin Group by the Ultimate Parent, which is expected to include: (1) a distribution or other transfer of Virgin Media Communications and any Permitted Affiliate Parent and their Subsidiaries or a Parent of both Virgin Media Communications and any Permitted Affiliate Parent 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, (2) the issuance by Virgin Media Communications, any Permitted Affiliate Parent or Virgin Media Finance 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, and any Permitted Affiliate Parent or Virgin Media Finance, as the case may be, and/or (3) the insertion of a new entity as a direct Subsidiary of Virgin Media Communications, which new entity will become a Parent of Virgin Media Finance.

"*Preferred Stock*", as applied to the Capital Stock of any corporation, partnership, limited liability company or other entity, 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 entity, over shares of Capital Stock of any other class of such entity.

"*Production Facilities*" means any facilities provided to the Company, any Permitted Affiliate Parent or any Restricted Subsidiary to finance a production.

"*Pro forma EBITDA*" means, for any period, the Consolidated EBITDA of the Company, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent 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 Net 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, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent 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 determining compliance with any provision of the Finance Documents that requires the calculation of any financial ratio or test, (a) whenever pro forma effect is to be given to any transaction or calculation, the pro forma calculations will be as determined conclusively in good faith by a responsible financial or accounting officer of the Company (including without limitation in respect of anticipated expense and cost reductions) including, without limitation, as a result of, or that would result from any actions taken, committed to be taken or with respect to which substantial steps have been taken, by the Company, a Permitted Affiliate Parent or any Restricted Subsidiary including, without limitation, in connection with any cost reduction synergies or cost savings plan or program or in connection with any transaction, investment, acquisition, disposition, restructuring, corporate reorganization or otherwise (regardless of whether these cost savings and cost reduction synergies could then be reflected in pro forma financial statements to the extent prepared), (b) 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 (c) 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).

For the avoidance of doubt, in connection with any Limited Condition Transaction, the Consolidated EBITDA and all outstanding Indebtedness of any company or business division or other assets to be acquired or disposed of pursuant to a signed purchase agreement (which may be subject to one or more conditions precedent) may be given *pro forma* effect for the purpose of Calculating the Consolidated Net Leverage Ratio.

"*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 £75.0 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, any Permitted Affiliate Parent 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, the relevant Permitted Affiliate Parent or 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 of 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, any Permitted Affiliate Parent or any Restricted Subsidiary in connection with a Qualified Receivables Transaction with a Receivables Entity, which note is intended to finance that portion of the purchase price that is not paid in cash or a contribution of equity and which is (a) repayable from cash available to the Receivables Entity, other than (i) amounts required to be established as reserves pursuant to agreements, (ii) amounts paid to investors in respect of interest, (iii) principal and other amounts owing to such investors and (iv) amounts owing to such investors and amounts paid in connection with the purchase of newly generated Receivables and (b) may be subordinated to the payments described in clause (a).

"*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, any Permitted Affiliate Parent or any of the Restricted Subsidiaries pursuant to which the Company, any Permitted Affiliate Parent 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, any Permitted Affiliate Parent 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 Lien in, any Receivables (whether now existing or arising in the future) of the Company, any Permitted Affiliate Parent 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 Liens are customarily granted, in connection with asset securitization involving Receivables and any Hedging Obligations entered into by the Company, any Permitted Affiliate Parent or any such Restricted Subsidiary in connection with such 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 Subsidiary of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary (or another Person in which the Company, any Permitted Affiliate Parent or any Restricted Subsidiary makes an Investment or to which the Company, any Permitted Affiliate Parent 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 or senior management of the Company or a Permitted Affiliate Parent (as provided below) as a Receivables Entity and:

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which:

(A) is guaranteed by the Company, any Permitted Affiliate Parent 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, a Permitted Affiliate Parent or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Undertakings; or

(C) subjects any property or asset of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings;

except, in each such case, Indebtedness or any other obligations (contingent or otherwise) that are Limited Recourse and which constitute Permitted Liens as defined in clauses (29) through (33) of the definition thereof;

(2) with which neither the Company, a Permitted Affiliate Parent 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 not materially less favorable to the Company, such Permitted Affiliate Parent or such Restricted Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Company or such Permitted Affiliate Parent, other than fees payable in the ordinary course of business in connection with servicing Receivables; and

(3) to which neither the Company, a Permitted Affiliate Parent 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 (other than those related to or incidental to the relevant Qualified Receivables Transaction), except for Limited Recourse.

Any such designation by the Board of Directors or senior management of the Company or a Permitted Affiliate Parent shall be evidenced to the Administrator (acting on behalf of the Lender) by promptly delivering to the Administrator (acting on behalf of the Lender) a copy of the resolution of the Board of Directors of the Company or a Permitted Affiliate Parent giving effect to such designation or an Officer's Certificate certifying that such designation complied with the foregoing conditions.

"*Receivables Fees*" means reasonable distributions or payments made directly or by means of discounts with respect to any participation interest issued or sold in connection with, and other fees paid to a Person that is not a Receivables Entity in connection with, any Qualified Receivables Transaction.

"*Receivables Repurchase Obligation*" means any obligation of a seller of Receivables in a Qualified Receivables Transaction to repurchase Receivables arising as a result of a breach of a representation, warranty or covenant or otherwise, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

"*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 Signing Date or Incurred in compliance with this Agreement (including Indebtedness of the Company or a Permitted Affiliate Parent that refinances Indebtedness of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, Indebtedness of any Restricted Subsidiary that refinances Indebtedness of the Company or any Permitted Affiliate Parent 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 Termination Date of the Facilities, 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 Termination Date of the Facilities, the Refinancing Indebtedness has a Stated Maturity later than the Termination Date of the Facilities;

(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 interest, fees and expenses, 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 Obligations on terms at least as favorable to the Lender as those contained in the documentation governing the Indebtedness being refinanced.

Refinancing Indebtedness in respect of any Credit Facility or any other Indebtedness may be Incurred from time to time after the termination, discharge or repayment of all or any part of any such Credit Facility or other Indebtedness.

"*Regulation S*" means Regulation S promulgated under the Securities Act.

"*Related Business*" means any business that is the same as or related, ancillary or complementary to, any of the businesses of the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries on the Signing 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 incorporated 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, a Permitted Affiliate Parent or any Restricted Subsidiary or any of the Company's, a Permitted Affiliate Parent's or any Restricted Subsidiary's Subsidiaries), or

   (B) being a holding company parent of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or any of the Company's, a Permitted Affiliate Parent's or any Restricted Subsidiary's Subsidiaries, or

   (C) receiving dividends from or other distributions in respect of the Capital Stock of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or any of the Company's, a Permitted Affiliate Parent's or any Restricted Subsidiary's Subsidiaries, or

   (D) having guaranteed any obligations of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary or any Subsidiary of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary, or

   (E) having made any payment in respect to any of the items for which the Company, a Permitted Affiliate Parent or any Restricted Subsidiary is permitted to make payments to any Parent pursuant to Section 4.07,

   in each case, to the extent such taxes are not paid by another Subsidiary or such Parent; or

(2) any taxes measured by income 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, a Permitted Affiliate Parent, any Restricted Subsidiary and their respective Subsidiaries would have been required to pay on a separate company basis or on a consolidated basis if the Company, a Permitted Affiliate Parent or any Restricted Subsidiary and their respective Subsidiaries had paid tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Company, a Permitted Affiliate Parent or any Restricted Subsidiary and their respective 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, a Permitted Affiliate Parent or any Restricted Subsidiary and their respective Subsidiaries (in each case, reduced by any taxes measured by income actually paid by the Company, a Permitted Affiliate Parent, any Restricted Subsidiary and their respective Subsidiaries).

"*Reserved Indebtedness Amount*" has the meaning given to that term in the covenant described under Section 4.09.

"*Restricted Investment*" means any Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means any Subsidiary of the Company or of a Permitted Affiliate Parent, together with any Affiliate Subsidiaries, other than an Unrestricted Subsidiary.

"*Rule 144A*" means Rule 144A promulgated under the Securities Act. "*SEC*" means the United States Securities and Exchange Commission. "*Securities Act*" means the United States Securities Act of 1933, as amended.

"*Securitization Obligation*" means any Indebtedness or other obligation of any Receivables Entity.

"*Senior Credit Facility*" means the senior facility agreement dated as of June 7, 2013, between, among others, the Company and certain financial institutions as lenders thereunder, as amended or supplemented from time to time.

"*Senior Indebtedness*" means, whether outstanding on the Signing Date or thereafter Incurred, all amounts payable by, under or in respect of all other Indebtedness of the Obligors, 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 each Obligor 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 this Agreement;

(2) any obligation of the Company or a Permitted Affiliate Parent to any Restricted Subsidiary or any obligation of any Guarantor to the Company, a Permitted Affiliate Parent or any Restricted Subsidiary;

(3) any liability for taxes owed or owing by the Company, any Permitted Affiliate Parent 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 an Obligor that is expressly subordinate or junior in right of payment to any other Indebtedness, guarantee or obligation of an Obligor, including, without limitation, any Subordinated Obligation; or

(6) any Capital Stock.

"*Significant Subsidiary*" means any Restricted Subsidiary which, together with the Restricted Subsidiaries of such Restricted Subsidiary, accounted for more than 10% of Total Assets as of the end of the most recently completed fiscal year.

"*Signing Date*" means [●].

"*Solvent Liquidation*" means any voluntary liquidation, winding up or corporate reconstruction involving the business or assets of, or shares of (or other interests in) any Subsidiary of Virgin Media (other than the Company); *provided* that, to the extent the Subsidiary of Virgin Media involved in such Solvent Liquidation is a Guarantor, the Successor Company assumes all the obligations of that Guarantor under this Agreement, the other Finance Documents, the Existing Payables Financing Program Documents the Payables Financing Program Documents, the Existing Senior Secured Notes Indentures, the Existing Senior Notes Indentures, the Existing Security Documents, the Senior Credit Facility and the Intercreditor Deeds, to which such Guarantor was a party prior to the Solvent Liquidation unless (i) such Successor Company is an existing Guarantor or (ii) such Successor Company would, but for the operation of this proviso, no longer be required to guarantee the Senior Credit Facility.

"*Specified Legal Expenses*" means, to the extent not constituting an extraordinary, non-recurring or unusual loss, charge or expense, all attorneys' and experts' fees and expenses and all other costs, liabilities (including all damages, penalties, fines and indemnification and settlement payments) and expenses paid or payable in connection with any threatened, pending, completed or future claim, demand, action, suit, proceeding, inquiry or investigation (whether civil, criminal, administrative, governmental or investigative).

"*Spin-Off*" means a transaction by which all outstanding ordinary and/or equity shares of the Company or a Permitted Affiliate Parent, or a Parent of the Company or a Permitted Affiliate Parent directly or indirectly owned by the Ultimate Parent are distributed to (1) all of the Ultimate Parent's shareholders, or (2) all of the shareholders comprising one or more group of the Ultimate Parent's shareholders as provided by the Ultimate Parent's articles of association, in each case, either directly or indirectly through the distribution of shares in a Parent holding the Company's, a Permitted Affiliate Parent's or a Parent's shares.

"*Spin Parent*" means the Person 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, a Permitted Affiliate Parent or any Restricted Subsidiary which are reasonably customary in securitization of Receivables transactions, including, without limitation, those relating to the servicing of the assets of a Receivables Entity and Limited Recourse, it being understood that any Receivables Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"*Stated Maturity*" means, with respect to any security, loan or other evidence of indebtedness, the date specified in such security, loan or other evidence of indebtedness as the fixed date on which the payment of principal of such security, loan or other evidence of indebtedness 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*" or "£" means the lawful currency of the United Kingdom.

"*Sterling Equivalent*" means with respect to any monetary amount in a currency other than pound sterling, at any time of determination thereof, the amount of pound sterling obtained by converting such foreign currency involved in such computation into pound sterling at the average of the spot rates for the purchase and sale of pound sterling with the applicable foreign currency as quoted on or recorded in any recognized source of foreign exchange rates at least two Business Days (but not more than five Business Days) prior to such determination.

"*Subordinated Obligation*" means, in the case of the Company or a Permitted Affiliate Parent, any Indebtedness (including a guarantee of Indebtedness) of the Company or a Permitted Affiliate Parent, as applicable, (whether outstanding on the Signing Date or thereafter Incurred) which is expressly subordinate or junior in right of payment to the Obligations pursuant to a written agreement and, in the case of a Guarantor, any Indebtedness (including a guarantee of Indebtedness) of such Guarantor (whether outstanding on the Signing Date or thereafter Incurred) which is expressly subordinate or junior in right of payment to the guarantee hereunder of such Guarantor pursuant to a written agreement.

"*Subordinated Shareholder Loans*" means Indebtedness of the Company, a Permitted Affiliate Parent or a Restricted Subsidiary (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 Affiliate (other than the Company, a Permitted Affiliate Parent or a Restricted Subsidiary) 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 Termination Date of the Facilities (other than through conversion or exchange of such Indebtedness into Capital Stock (other than Disqualified Stock) of the Company or a Permitted Affiliate Parent, as applicable, or any Indebtedness meeting the requirements of this definition);

(2) does not require, prior to the first anniversary of the Termination Date of the Facilities, 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 Termination Date of the Facilities;

(4) does not provide for or require any Lien or encumbrance over any asset of the Company, a Permitted Affiliate Parent or any of the Restricted Subsidiaries;

(5) is subordinated in right of payment to the prior payment in full of the Obligations and the guarantees hereunder, as applicable, in the event of (a) a total or partial liquidation, dissolution or winding up of

the Company or such Permitted Affiliate Parent or such Restricted Subsidiary, as applicable, (b) a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property or such Permitted Affiliate Parent and its property or such Restricted Subsidiary and its property, as applicable, (c) an assignment for the benefit of creditors or (d) any marshalling of the Company's assets and liabilities or such Permitted Affiliate Parent's assets and liabilities, or such Restricted Subsidiary's assets and liabilities, as applicable;

(6) under which the Company or such Permitted Affiliate Parent or such Restricted Subsidiary, as applicable, 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 (a) a payment Default under a Finance Document in relation to the Obligations occurs and is continuing or (b) any other Default under the Finance Documents occurs and is continuing that permits the Lender to accelerate its outstanding Loans and the Company or such Permitted Affiliate Parent or such Restricted Subsidiary, as applicable, receives notice of such Default from the Administrator (acting on behalf of the Lender), until in each case the earliest of (i) the date on which such Default is cured or waived or (ii) 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 this Agreement 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 Administrator (acting on behalf of the Lender) to be held in trust for application in accordance with the Finance Documents.

"*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 as the context may require or as otherwise specified herein, each reference to a Subsidiary will refer to a Subsidiary of the Company or any Permitted Affiliate Parent, as applicable.

"*Tax Sharing Agreement*" means the tax cooperation agreement entered into with effect as of the 3rd day of March, 2006, by and between (1) Virgin Media and (2) the Company and Telewest Communications Networks Limited, as amended or supplemented from time to time.

"*Test Period*" means the period of the most recent two consecutive fiscal quarters for which, at the option of the Company or a Permitted Affiliate Parent, (i) financial statements have previously been furnished to the Administrator (acting on behalf of the Lender) pursuant to Section 4.03 or (ii) internal financial statements of the Virgin Reporting Entity are available immediately preceding the date of determination, multiplied by 2.0. ("**L2QA Test Period**"); *provided* that the Company or any Permitted Affiliate Parent may make an election to establish that "Test Period" means each period of approximately 12 months covering four quarterly accounting periods of the Reporting Entity ending on each date to which each set of financial statements required to be delivered under Section 4.03 are prepared ("**LTM Test Period**") (and if such an LTM Test Period election has been made, the Company may not elect to change from LTM Test Period back to the L2QA Test Period).

"*Total Assets*" means the Consolidated total assets of the Company, a Permitted Affiliate Parent and the Restricted Subsidiaries as shown on the most recent balance sheet (excluding the footnotes thereto) of the Virgin Reporting Entity which, at the option of the Company or a Permitted Affiliated Parent, have previously been furnished to the Administrator (acting on behalf of the Lender) pursuant to Section 4.03 or are internally available immediately preceding the date of determination (and, in the case of any determination relating to any Incurrence of Indebtedness, any Restricted Payment or other determination under this Agreement, calculated with such *pro forma* and other adjustments as are consistent with the *pro forma* provisions set forth in the definition of "Pro Forma EBITDA" including, but not limited to, any property or assets being acquired or disposed of in connection therewith).

"*Towers Assets*" means:

(1) all present and future wireless and broadcast towers and tower sites that host or assist in the operation of plant and equipment used for transmitting telecommunications signals, being tower and tower sites that are owned by or vested in the Company, a Permitted Affiliate Parent or any Restricted Subsidiary (whether pursuant to title, rights in rem, leases, rights of use, site sharing rights, concession rights or otherwise) and include, without limitation, any and all towers and tower sites under construction;

(2) all rights (including, without limitation, rights in rem, leases, rights of use, site sharing rights and concession rights), title, deposits (including, without limitation, deposits placed with landlords, electricity boards and transmission companies) and interest in, or over, the land or property on which such towers and tower sites referred to in clause (1) above have been or will be constructed or erected or installed;

(3) all current assets relating to the towers or tower sites and their operation referred to in clause (1) above, whether movable, immovable or incorporeal;

(4) all plant and equipment customarily treated by telecommunications operators as forming part of the towers or tower sites referred to in clause (1) above, including, in particular, but without limitation, the electricity power connections, utilities, diesel generator sets, batteries, power management systems, air conditioners, shelters and all associated civil and electrical works; and

(5) all permits, licenses, approvals, registrations, quotas, incentives, powers, authorities, allotments, consents, rights, benefits, advantages, municipal permissions, trademarks, designs, copyrights, patents and other intellectual property and powers of every kind, nature and description whatsoever, whether from government bodies or otherwise, pertaining to or relating to clauses (1) to (4) above; and

(6) shares or other interests in Tower Companies.

"Tower Company" means a company or other entity whose principal activity relates to Towers Assets and substantially all of whose assets are Towers Assets.

"*Trade Payables*" means, with respect to any Person, any accounts payable or any indebtedness or monetary obligation to trade creditors created, assumed or guaranteed by such Person arising in the ordinary course of business in connection with the acquisition of goods or services.

"*Ultimate Parent*" means (1) Liberty Global plc and any and all successors thereto, (2) upon consummation of a Spin-Off, "*Ultimate Parent*" will mean the Spin Parent and its successors, and (3) upon consummation of a Parent Joint Venture Transaction, "*Ultimate Parent*" will mean each of the top tier Parent entities of the Joint Venture Holders and their successors.

"*Unrestricted Subsidiary*" means:

(1) Virgin Media Trade Receivables Intermediary Financing Limited;

(2) any Subsidiary of the Company, any Subsidiary of a Permitted Affiliate Parent or any Affiliate Subsidiary that at the time of determination shall be designated an Unrestricted Subsidiary by the Company or a Permitted Affiliate Parent in the manner provided below; and

(3) any Subsidiary of an Unrestricted Subsidiary.

The Company or a Permitted Affiliate Parent may designate any Subsidiary of the Company or a Permitted Affiliate Parent, as applicable (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger or consolidation or Investment therein) or an Affiliate Subsidiary, to be an Unrestricted Subsidiary only if:

(A) such Subsidiary (or Affiliate 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 or of a Permitted Affiliate Parent which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary; and

(B) such designation and the Investment of the Company or a Permitted Affiliate Parent in such Subsidiary or Affiliate Subsidiary complies with Section 4.07.

Any such designation shall be evidenced to the Administrator (acting on behalf of the Lender) by promptly delivering to the Administrator (acting on behalf of the Lender) an Officer's Certificate certifying that such designation complies with the foregoing conditions.

The Company or a Permitted Affiliate Parent 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 (1) the Company, any Permitted Affiliate Parent and the Restricted Subsidiaries could Incur at least £1.00 of additional Indebtedness under Section 4.09(a) or (2) the Consolidated Net 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, and the payment for which the United States pledges its full faith and credit.

"*U.S. Person*" means a U.S. Person as defined in Rule 902(k) promulgated under the Securities Act.

"*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 (company number 03521915), 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 Finance*" refers to Virgin Media Finance PLC (company number 05061787), a public limited 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 Media Parent*" means Virgin Media Communications; provided however, that (1) upon consummation of the Post-Closing Reorganizations, "Virgin Media Parent" will mean New Holdco and its successors, and (2) upon consummation of a Spin-Off in which Virgin Media Communications is no longer a Parent of the Company (or if a Permitted Affiliate Designation Date has occurred, a common Parent of the Company and any Permitted Affiliate Parent), "Virgin Media Parent" will mean a Parent of the Company (or if a Permitted Affiliate Group Designation Date has occurred, a common Parent of the Company and any Permitted Affiliate Parent) designated by the Company and any successors of such Parent, and (3) following a Permitted Affiliate Group Designation Date, "Virgin Media Parent" will mean a common Parent of the Company and such Permitted Affiliate Parent designated by the Company, and any successors of such Parent; *provided* that, the Company will promptly provide written notice to the Administrator (acting on behalf of the Lender) of any Parent elected pursuant to clauses (2) and (3).

"*Virgin Media Secured Finance*" means Virgin Media Secured Finance PLC (company number 07108352), 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 Reporting Entity*" refers to (1) Virgin Media, or following such election in accordance with Section 4.03(d), Virgin Media Finance, the Company or such other Parent of the Company or (2) following a Permitted Affiliate Group Designation Date, a common Parent of the Company or any Permitted Affiliate Parent.

"*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 (a) directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law, regulation or to ensure limited liability and (b) in the case of a Receivables Entity, shares held by a Person that is not an Affiliate of the Company or a Permitted Affiliate Parent solely for the purpose of permitting such Person (or such Person's designee) to vote with respect to customary major events with respect to such Receivables Entity, including without limitation the institution of bankruptcy, insolvency or other similar proceedings, any merger or dissolution, and any change in charter documents or other customary events) is owned by that Person directly or (2) indirectly by a Person that satisfies the requirements of clause (1).

SCHEDULE 8
FORM OF INCREASE CONFIRMATION

To: [●], as Administrator

[●], as Borrower and Guarantor

[●], as Guarantors

From: [●], as Lender

Dated: [●]

£[●] facilities agreement dated [●] 2020 between, among others, Virgin Media Investment Holdings Limited (as Borrower), Virgin Media Limited, Virgin Mobile Telecoms Limited, Virgin Media Senior Investments Limited and Virgin Media Investment Holdings Limited (as Original Guarantors), and Virgin Media Vendor Financing Notes III Designated Activity Company (as Lender) (the Facilities Agreement)

1. We refer to the Facilities Agreement and the final offering circular dated [●] (the "**Offering Circular**"), related to the Lender's offer and sale of £[●] million of its [●] (the "**New Notes**"). This agreement (this "**Agreement**") shall take effect as an Increase Confirmation for the purpose of the Facilities Agreement. Terms defined in the Facilities Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.

2. We refer to Clause 2.4 (*Increase*) of the Facilities Agreement.

3. The Lender agrees to assume and will assume all of the obligations corresponding to the Commitments specified in Schedule A (*Relevant Commitments/rights and obligations to be assumed by the Lender*) (the "**Relevant Commitments**").

4. The proposed date on which the increase in relation to the Lender and the Relevant Commitments is to take effect (the "**Increase Date**") is the date of this Agreement.

5.

5.1 The Lender will only be obliged to comply with Clause 6 below if the Administrator (on behalf of the Lender) has received (or waived receipt of) all of the documents and other evidence listed in Schedule B (Conditions Precedent to Signing this Agreement) in a form that appears in the opinion of the Administrator (on behalf of the Lender) acting reasonably to comply with the requirements therein. The Administrator (on behalf of the Lender) shall notify the Borrower promptly upon being so satisfied.

5.2 Other than to the extent that the Lender notifies the Administrator in writing to the contrary before the Administrator gives the notification described in Clause 5.1 above, the Lender authorises (but does not require) the Administrator to give that notification. The Administrator shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

5.3 Furthermore, the Lender will only be obliged to comply with Clause 6 below if on the proposed Utilisation Date (i) no Drawstop Event has occurred and is continuing and (ii) no Notes Acceleration Event has occurred.

6. Subject to Clause 5 above, the Lender shall lend and the Borrower shall borrow by 4 p.m. on the Increase Date:

6.1 in respect of the Interest Facility, an amount in Sterling equal to the increase in the Interest Facility Commitment specified in Schedule A (*Relevant Commitments/rights and obligations to be assumed by the Lender*);

6.2 in respect of the Excess Cash Facility and subject to Clause 8 below, £[●] (the "**New Notes Excess Cash Facility Amount**"); and

6.3 in respect of the Issue Date Facility and pursuant to Clause 5.2(c) of the Facilities Agreement, an amount in Sterling equal to the increase in the Issue Date Facility Commitment specified in Schedule A (*Relevant Commitments/rights and obligations to be assumed by the Lender*) (which all the parties to this Agreement agree and acknowledge shall be made available on a cashless basis in accordance with the terms of the Issue Date Arrangements Agreement (as defined in the Offering Circular)).

7. Each Guarantor, by its execution of this Agreement, accepts this agreement, acknowledges and agrees to the increase in the Total Commitments pursuant to this Agreement and confirms that its obligations under the Facilities Agreement as a Guarantor, including, without limitation, pursuant to Clause 14 (*Guarantee and Indemnity*) of the Facilities Agreement, shall continue unaffected in full force and effect on the terms of the Facilities Agreement, except that those obligations shall extend to the Total Commitments as increased by the addition of the new Commitments of the Lender pursuant to this Agreement and shall be owed to the Lender, notwithstanding the imposition of any amended, additional or more onerous obligations and, in each case, subject to any limitations set out in Clause 14.11 (*Guarantee Limitations*) of the Facilities Agreement applicable to that Guarantor.

8. [The Borrower shall pay to the Lender on the date hereof a fee (representing (among other things) the aggregate fee payable to the initial purchasers (the "**Initial Purchasers**") party to the subscription agreement dated [●] entered into in connection with the issuance of the New Notes) (the "**New Notes Upfront Fee**"). The Lender and the Borrower agree that the Borrower's obligation to pay the New Notes Upfront Fee to the Lender shall be set off against the Lender's obligation to lend the New Notes Excess Cash Facility Amount in accordance with Clause 6.2 of this Agreement.]

9. The Lender hereby gives notice, and each of the Borrower, the Guarantors and the Administrator hereby acknowledges that they have received notice, of the security granted by the Lender in favour of the Security Trustee for the benefit of the Secured Parties (as defined in the Notes Trust Deed) pursuant to Clause 5.1 (*Charge and Assignment*) of the Notes Trust Deed.

10. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

11. The provisions of Clause 25 (*Lender's Limitations*) of the Facilities Agreement shall be incorporated into this Agreement *mutatis mutandis* as if set out in full in this Agreement.

12. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law and each of the parties hereto submits to the exclusive jurisdiction of the English courts.

13. This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE A

Relevant Commitments/rights and obligations to be assumed by the Lender

1. Interest Facility Commitment

   The Interest Facility Commitment shall be increased by £[●]

2. Excess Cash Facility Commitment

   The Excess Cash Facility Commitment shall be increased by £[●]

3. Issue Date Facility Commitment

   The Issue Date Facility Commitment shall be increased by £[●]

This Agreement is accepted as an Increase Confirmation for the purposes of the Facilities Agreement by the Lender, and the Increase Date is confirmed as [●].

SCHEDULE B

Conditions Precedent to Signing this Agreement

1. **Corporate Documents**

   (a) A copy of the Constitutional Documents of each Obligor.

   (b) A copy of an extract of a resolution of the board of directors (or, if applicable, a committee of the board of directors) (or equivalent) of each Obligor:

      (i) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute and, where applicable, deliver and perform this Agreement;

      (ii) authorising a specified person or persons to execute and, where applicable, deliver this Agreement on its behalf;

      (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with this Agreement; and

      (iv) in the case of an Obligor other than the Borrower, authorising the Borrower to act as its agent in connection with this Agreement.

   (c) If applicable, a copy of a resolution of the board of directors of the relevant Obligor, establishing the committee referred to in paragraph (b) above.

   (d) A specimen of the signature of each person authorised to execute, on behalf of each Obligor, this Agreement and related documents to which it is a party and to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with this Agreement.

   (e) To the extent legally necessary, a copy of a resolution signed by all of the holders of the issued shares in each Obligor approving the terms of, and the transaction contemplated by, this Agreement.

   (f) A certificate of a director of the Borrower confirming that borrowing or guaranteeing, as appropriate, the Total Commitments, as increased by the addition of the new Commitments of the Lender pursuant to this Agreement, will not cause any borrowing or similar limit binding on any Obligor to be exceeded.

   (g) A certificate of an authorised signatory of each Obligor certifying that each copy document relating to it specified in this Schedule B (*Conditions Precedent to Signing this Agreement*) is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement.

2. **Legal opinions**

   A legal opinion of [●] as to English law in relation to, among other matters, the capacity and authority of the Obligors to enter into this Agreement and the enforceability of this Agreement addressed to the Initial Purchasers substantially in the form delivered to the Initial Purchasers prior to the date of this Agreement.

3. **This Agreement**

   A copy of this Agreement executed by the Obligors.

(Signature pages to follow)

Lender

By:

Administrator

By:

The Borrower

By:

SIGNATORIES

THE BORROWER

VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED

By:

By:

Address:

Fax:

Email Address:

Attention:

THE GUARANTORS

VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED

By:

By:

Address:

Fax:

Email Address:

Attention:

VIRGIN MEDIA LIMITED

By:

By:

Address:

Fax:

Email Address:

Attention:

VIRGIN MOBILE TELECOMS LIMITED

By:

By:

Address:

Fax:

Email Address:

Attention:

VIRGIN MEDIA SENIOR INVESTMENTS LIMITED

By:

By:

Address:

Fax:

Email Address:

Attention:

THE LENDER

Signed by a duly authorized attorney of

VIRGIN MEDIA VENDOR FINANCING NOTES III DESIGNATED ACTIVITY COMPANY

By:

Name:

Title:	Authorised Attorney
Address:	3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin1, Ireland
Email Address:	Ireland@tmf-group.com
Attention:	The Directors

THE ADMINISTRATOR

THE BANK OF NEW YORK MELLON, LONDON BRANCH

By:

Address:	One Canada Square, London, E14 5AL, England
Email Address:	CT.Liberty@bnymellon.com
Attention:	Keith Locke

REGISTERED OFFICE OF THE ISSUER
Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company)
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LISTING AGENT
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Virgin Media Vendor Financing Notes III Designated Activity Company (formerly Dolya Holdco 17 Designated Activity Company)

£400,000,000 4.875% Vendor Financing Notes due 2028

Joint Physical Bookrunners

Deutsche Bank **Credit Suisse**

Joint Bookrunners

ING **RBC Capital Markets** **ABN AMRO** **BofA Securities**

Banca IMI **Crédit Agricole CIB** **Lloyds Bank Corporate Markets Wertpapierhandelsbank**

OFFERING CIRCULAR

June 10, 2020

ANNEX C

CONDENSED CONSOLIDATED FINANCIAL STATEMENTS AS OF JUNE 30, 2020

Condensed Consolidated Financial Statements
June 30, 2020

VIRGIN MEDIA INC.
1550 Wewatta Street, Suite 1000
Denver, Colorado 80202
United States

VIRGIN MEDIA INC.

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VIRGIN MEDIA INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited)

	June 30, 2020	December 31, 2019
	in millions	
ASSETS		
Current assets:		
Cash and cash equivalents	£ 25.7	£ 34.5
Trade receivables, net	638.5	639.6
Derivative instruments (notes 4 and 10)	183.8	82.5
Prepaid expenses	91.8	64.0
Other current assets (note 3 and 10)	134.9	183.2
Total current assets	1,074.7	1,003.8
Property and equipment, net (notes 6 and 8)	5,992.6	6,078.7
Goodwill (note 6)	6,020.7	6,005.8
Deferred income taxes (note 9)	1,524.1	1,540.4
Related-party notes receivable (note 10)	5,067.4	4,963.6
Other assets, net (notes 3, 4, 6 and 8)	1,358.6	987.4
Total assets	£ 21,038.1	£ 20,579.7

The accompanying notes are an integral part of these condensed consolidated financial statements.

VIRGIN MEDIA INC.
CONDENSED CONSOLIDATED BALANCE SHEETS — (Continued)
(unaudited)

	June 30, 2020	December 31, 2019
	in millions	
LIABILITIES AND OWNERS' EQUITY		
Current liabilities:		
Accounts payable (note 10)	£ 271.3	£ 361.5
Deferred revenue (note 3)	365.4	357.8
Current portion of debt and finance lease obligations (notes 7 and 8)	1,913.3	1,868.9
Accrued capital expenditures (note 10)	124.6	143.9
Other current liabilities (notes 3, 4, 8 and 10)	783.6	828.2
Total current liabilities	3,458.2	3,560.3
Long-term debt and finance lease obligations (notes 7, 8 and 10)	10,707.1	10,177.4
Other long-term liabilities (notes 3, 4, 8 and 10)	774.3	612.2
Total liabilities	14,939.6	14,349.9
Commitments and contingencies (notes 4, 7, 8 and 11)		
Owners' equity:		
Parent's equity:		
Additional paid-in capital	7,863.9	7,873.4
Accumulated deficit	(1,834.7)	(1,709.4)
Accumulated other comprehensive earnings, net of taxes	84.0	83.2
Total parent's equity	6,113.2	6,247.2
Noncontrolling interest	(14.7)	(17.4)
Total owners' equity	6,098.5	6,229.8
Total liabilities and owners' equity	£ 21,038.1	£ 20,579.7

The accompanying notes are an integral part of these condensed consolidated financial statements.

VIRGIN MEDIA INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2020	2019	2020	2019
	in millions			
Revenue (notes 3 and 12)	£ 1,234.2	£ 1,279.3	£ 2,500.5	£ 2,554.8
Operating costs and expenses (exclusive of depreciation and amortization, shown separately below):				
Programming and other direct costs of services (note 10)	367.9	392.2	771.5	791.6
Other operating (note 10)	183.8	178.9	372.6	357.5
Selling, general and administrative (**SG&A**) (note 10)	168.4	188.4	339.2	366.1
Related-party fees and allocations, net (note 10)	78.2	43.2	152.4	78.5
Depreciation and amortization	343.4	439.5	682.7	887.6
Impairment, restructuring and other operating items, net	9.4	7.8	14.2	41.2
	1,151.1	1,250.0	2,332.6	2,522.5
Operating income	83.1	29.3	167.9	32.3
Non-operating income (expense):				
Interest expense (note 10)	(144.9)	(162.5)	(294.0)	(323.5)
Interest income — related party (note 10)	62.6	72.6	126.9	141.9
Realized and unrealized gains (losses) on derivative instruments, net (notes 4 and 10)	(87.4)	182.8	397.4	60.8
Foreign currency transaction losses, net	(31.3)	(127.2)	(407.0)	(30.5)
Realized and unrealized gains (losses) due to changes in fair values of certain debt, net (notes 5 and 7)	8.5	(8.2)	7.1	(17.5)
Losses on debt extinguishment, net (note 7)	(134.1)	(37.5)	(134.1)	(37.9)
Other income, net	1.1	1.3	2.2	2.5
	(325.5)	(78.7)	(301.5)	(204.2)
Loss before income taxes	(242.4)	(49.4)	(133.6)	(171.9)
Income tax benefit (expense) (note 9)	38.5	(3.6)	12.8	6.9
Net loss	(203.9)	(53.0)	(120.8)	(165.0)
Net earnings attributable to noncontrolling interest	(1.3)	(1.3)	(2.7)	(2.0)
Net loss attributable to parent	£ (205.2)	£ (54.3)	£ (123.5)	£ (167.0)

The accompanying notes are an integral part of these condensed consolidated financial statements.

VIRGIN MEDIA INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(unaudited)

	Three months ended June 30,		Six months ended June 30,	
	2020	2019	2020	2019
	in millions			
Net loss	£ (203.9)	£ (53.0)	£ (120.8)	£ (165.0)
Other comprehensive earnings (loss), net of taxes:				
Foreign currency translation adjustments and other	(5.9)	(1.0)	0.8	2.5
Other comprehensive earnings (loss)	(5.9)	(1.0)	0.8	2.5
Comprehensive loss	(209.8)	(54.0)	(120.0)	(162.5)
Comprehensive earnings attributable to noncontrolling interest	(1.3)	(1.3)	(2.7)	(2.0)
Comprehensive loss attributable to parent	£ (211.1)	£ (55.3)	£ (122.7)	£ (164.5)

The accompanying notes are an integral part of these condensed consolidated financial statements.

VIRGIN MEDIA INC.
CONDENSED CONSOLIDATED STATEMENT OF OWNERS' EQUITY
(unaudited)

	Parent's equity					
	Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive earnings, net of taxes	Total parent's equity	Non-controlling Interest	Total owners' equity
	in millions					
Balance at January 1, 2019	£ 7,818.9	£ (1,367.0)	£ 89.2	£ 6,541.1	£ —	£ 6,541.1
Net loss	—	(112.7)	—	(112.7)	0.7	(112.0)
Other comprehensive earnings, net of taxes	—	—	3.5	3.5	—	3.5
Impact of consolidation of the Liberty Property Companies	22.5	—	—	22.5	(22.5)	—
Share-based compensation (note 10)	9.3	—	—	9.3	—	9.3
Tax losses surrendered by Liberty Global subsidiaries (notes 9 and 10)	6.8	—	—	6.8	—	6.8
Deemed contribution of technology-related services (note 10)	1.8	—	—	1.8	—	1.8
Capital charge in connection with the exercise or vesting of share-based incentive awards (note 10)	(1.2)	—	—	(1.2)	—	(1.2)
Other	2.8	—	—	2.8	—	2.8
Balance at March 31, 2019	7,860.9	(1,479.7)	92.7	6,473.9	(21.8)	6,452.1
Net loss	—	(54.3)	—	(54.3)	1.3	(53.0)
Other comprehensive loss, net of taxes	—	—	(1.0)	(1.0)	—	(1.0)
Conversion of related-party loans receivable and related accrued interest to equity	(32.4)	—	—	(32.4)	—	(32.4)
Tax losses surrendered by Liberty Global subsidiaries (notes 9 and 10)	13.1	—	—	13.1	—	13.1
Share-based compensation (note 10)	12.8	—	—	12.8	—	12.8
Capital charge in connection with the exercise or vesting of share-based incentive awards (note 10)	(9.4)	—	—	(9.4)	—	(9.4)
Deemed contribution of technology-related services (note 10)	0.9	—	—	0.9	—	0.9
Other	(0.1)	—	—	(0.1)		(0.1)
Balance at June 30, 2019	£ 7,845.8	£ (1,534.0)	£ 91.7	£ 6,403.5	£ (20.5)	£ 6,383.0

The accompanying notes are an integral part of these condensed consolidated financial statements.

VIRGIN MEDIA INC.
CONDENSED CONSOLIDATED STATEMENT OF OWNERS' EQUITY — (Continued)
(unaudited)

	Parent's equity					
	Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive earnings, net of taxes	Total parent's equity	Non-controlling Interest	Total owners' equity
	in millions					
Balance at January 1, 2020, before effect of accounting change	£ 7,873.4	£ (1,709.4)	£ 83.2	£ 6,247.2	£ (17.4)	£ 6,229.8
Impact of ASU No. 2016-13 (note 2)	—	(1.8)	—	(1.8)	—	(1.8)
Balance at January 1, 2020, as adjusted for accounting change	7,873.4	(1,711.2)	83.2	6,245.4	(17.4)	6,228.0
Net earnings	—	81.7	—	81.7	1.4	83.1
Other comprehensive earnings, net of taxes	—	—	6.7	6.7	—	6.7
Tax losses surrendered to Liberty Global subsidiaries (notes 9 and 10)	(46.2)	—	—	(46.2)	—	(46.2)
Share-based compensation (note 10)	7.9	—	—	7.9	—	7.9
Deemed contribution of technology-related services (note 10)	5.9	—	—	5.9	—	5.9
Capital charge in connection with the exercise or vesting of share-based incentive awards (note 10)	(1.6)	—	—	(1.6)	—	(1.6)
Other	2.4	—	—	2.4	—	2.4
Balance at March 31, 2020	7,841.8	(1,629.5)	89.9	6,302.2	(16.0)	6,286.2
Net loss	—	(205.2)	—	(205.2)	1.3	(203.9)
Other comprehensive loss, net of taxes	—	—	(5.9)	(5.9)	—	(5.9)
Tax losses surrendered by Liberty Global subsidiaries (notes 9 and 10)	11.9	—	—	11.9	—	11.9
Share-based compensation (note 10)	10.9	—	—	10.9	—	10.9
Capital charge in connection with the exercise or vesting of share-based incentive awards (note 10)	(4.9)	—	—	(4.9)	—	(4.9)
Deemed contribution of technology-related services (note 10)	3.8	—	—	3.8	—	3.8
Other	0.4	—	—	0.4	—	0.4
Balance at June 30, 2020	£ 7,863.9	£ (1,834.7)	£ 84.0	£ 6,113.2	£ (14.7)	£ 6,098.5

The accompanying notes are an integral part of these condensed consolidated financial statements.

VIRGIN MEDIA INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	Six months ended June 30,	
	2020	2019
	in millions	
Cash flows from operating activities:		
Net loss	£ (120.8)	£ (165.0)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Share-based compensation expense	22.7	26.9
Related-party fees and allocations, net	152.4	78.5
Depreciation and amortization	682.7	887.6
Impairment, restructuring and other operating items, net	14.2	41.2
Amortization of deferred financing costs and non-cash interest	7.7	7.7
Realized and unrealized gains on derivative instruments, net	(397.4)	(60.8)
Foreign currency transaction losses, net	407.0	30.5
Realized and unrealized losses (gains) due to changes in fair values of certain debt, net	(7.1)	17.5
Losses on debt extinguishment, net	134.1	37.9
Deferred income tax benefit	(17.7)	(17.4)
Changes in operating assets and liabilities	(22.6)	93.9
Net cash provided by operating activities	855.2	978.5
Cash flows from investing activities:		
Advances to related parties, net	(291.5)	(64.5)
Capital expenditures, net	(214.9)	(236.4)
Other investing activities, net	—	0.7
Net cash used by investing activities	£ (506.4)	£ (300.2)

The accompanying notes are an integral part of these condensed consolidated financial statements.

VIRGIN MEDIA INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS — (Continued)
(unaudited)

	Six months ended June 30,	
	2020	2019
	in millions	
Cash flows from financing activities:		
Repayments and repurchases of third-party debt and finance lease obligations	£ (4,559.7)	£ (2,390.3)
Borrowings of third-party debt	4,286.9	1,795.8
Payment of financing costs and debt premiums	(143.1)	(38.0)
Net cash received (paid) related to derivative instruments	83.1	(5.2)
Net repayments of related-party debt	(14.4)	(19.4)
Other financing activities, net	(5.1)	—
Net cash used by financing activities	(352.3)	(657.1)
Effect of exchange rate changes on cash and cash equivalents and restricted cash	2.2	—
Net increase (decrease) in cash and cash equivalents and restricted cash	(1.3)	21.2
Cash and cash equivalents and restricted cash:		
Beginning of period	58.7	24.4
End of period	£ 57.4	£ 45.6
Cash paid for interest	£ 337.0	£ 350.8
Net cash paid for taxes	£ 4.3	£ 0.8
Details of end of period cash and cash equivalents and restricted cash:		
Cash and cash equivalents	£ 25.7	£ 32.9
Restricted cash included in other current assets and other assets, net	31.7	12.7
Total cash and cash equivalents and restricted cash	£ 57.4	£ 45.6

The accompanying notes are an integral part of these condensed consolidated financial statements.

(1) Basis of Presentation

Virgin Media Inc. (**Virgin Media**) is a wholly-owned subsidiary of Liberty Global plc (**Liberty Global**). Virgin Media provides broadband internet, video, fixed-line telephony and mobile services to consumers and businesses in the United Kingdom (**U.K.**) and Ireland. In these notes, the terms "we," "our," "our company" and "us" may refer, as the context requires, to Virgin Media or collectively to Virgin Media and its subsidiaries.

Our unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States (**GAAP**) and do not include all of the information required by GAAP for complete financial statements. In the opinion of management, these financial statements reflect all adjustments (consisting of normal recurring adjustments) necessary for a fair presentation of the results of operations for the interim periods presented. The results of operations for any interim period are not necessarily indicative of results for the full year. These unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our 2019 annual report.

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Estimates and assumptions are used in accounting for, among other things, the valuation of acquisition-related assets and liabilities, allowances for uncollectible accounts, certain components of revenue, programming and copyright costs, deferred income taxes and related valuation allowances, loss contingencies, fair value measurements, impairment assessments, capitalization of internal costs associated with construction and installation activities, lease terms, useful lives of long-lived assets, share-based compensation and actuarial liabilities associated with certain benefit plans. Actual results could differ from those estimates.

On May 7, 2020, Liberty Global entered into a Contribution Agreement (the **Contribution Agreement**) with, among others, Telefonica, SA (**Telefonica**). Pursuant to the Contribution Agreement, Liberty Global and Telefonica agreed to form a 50:50 joint venture (the **U.K. JV**), which will combine our company's operations in the U.K. (the **U.K. JV Entities**) with Telefonica's mobile business in the U.K. to create a nationwide integrated communications provider. In connection with the transaction, we expect to complete certain recapitalization financings prior to closing. The outstanding third-party debt associated with the U.K. JV Entities will be contributed in full to the U.K. JV. The transaction will not trigger a change of control under Virgin Media's debt agreements. The U.K. JV intends to distribute available cash to the shareholders periodically and is expected to undertake periodic further recapitalizations, subject to market and operating conditions, to maintain a target net leverage ratio ranging between 4.0 and 5.0 times EBITDA (as defined in the applicable shareholders' agreement). The consummation of the transaction contemplated by the Contribution Agreement is subject to certain conditions, including competition clearance by the applicable regulatory authorities. The Contribution Agreement also includes customary termination rights, including a right of the parties to terminate the agreement if the transaction has not closed within 24 months following the date of the Contribution Agreement, which may be extended by six months under certain circumstances.

Unless otherwise indicated, convenience translations into pound sterling are calculated as of June 30, 2020.

Certain prior period amounts have been reclassified to conform to the current period presentation.

These unaudited condensed consolidated financial statements reflect our consideration of the accounting and disclosure implications of subsequent events through August 18, 2020, the date of issuance.

(2) Accounting Changes and Recent Accounting Pronouncements

Accounting Changes

ASU 2018-15

In August 2018, the Financial Accounting Standards Board (**FASB**) issued Accounting Standards Update (**ASU**) No. 2018-15, *Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement that is a Service Contract* (**ASU 2018-15**), which requires entities to defer implementation costs incurred that are related to the application development stage in

a cloud computing arrangement that is a service contract. ASU 2018-15 requires deferred implementation costs to be amortized over the term of the cloud computing arrangement and presented in the same expense line item as the cloud computing arrangement. All other implementation costs are generally expensed as incurred. We adopted ASU 2018-15 on January 1, 2020 on a prospective basis. As a result of the adoption of ASU 2018-15, (i) certain implementation costs that were previously expensed as incurred are now deferred as prepaid expenses and amortized over the term of the cloud computing arrangement and (ii) certain costs associated with developing interfaces between a cloud computing arrangement and internal-use software that were previously capitalized as property and equipment are now deferred as prepaid expenses and amortized over the term of the cloud computing arrangement. The adoption of ASU 2018-15 did not have a significant impact on our consolidated financial statements.

ASU 2016-13

In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Statements* (**ASU 2016-13**), which changes the recognition model for credit losses related to assets held at amortized cost. ASU 2016-13 eliminates the threshold that a loss must be considered probable to recognize a credit loss and instead requires an entity to reflect its current estimate of lifetime expected credit losses. We adopted ASU 2016-13 on January 1, 2020 on a modified retrospective basis by recording a cumulative effect adjustment of £1.8 million to our accumulated deficit related to increases to our allowances for certain trade and notes receivable.

Recent Accounting Pronouncements

ASU 2019-12

In December 2019, the FASB issued ASU No. 2019-12, *Simplifying the Accounting for Income Taxes (***ASU 2019-12**), which is intended to improve consistency and simplify several areas of existing guidance. ASU 2019-12 removes certain exceptions to the general principles related to the approach for intraperiod tax allocation, the methodology for calculating income taxes in an interim period and the recognition of deferred tax liabilities for outside basis differences. The new guidance also clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill. ASU 2019-12 is effective for annual reporting periods beginning after December 15, 2021, including interim periods within those fiscal years, with early adoption permitted. We are currently evaluating the effect that ASU 2019-12 will have on our consolidated financial statements.

(3) Revenue Recognition and Related Costs

Contract Balances

The timing of our recognition of revenue may differ from the timing of invoicing our customers. We record a trade receivable when we have transferred goods or services to a customer but have not yet received payment. Our trade receivables are reported net of an allowance for doubtful accounts. Such allowance aggregated £36.6 million and £22.9 million at June 30, 2020 and December 31, 2019, respectively.

If we transfer goods or services to a customer but do not have an unconditional right to payment, we record a contract asset. Contract assets typically arise from the uniform recognition of introductory promotional discounts over the contract period and accrued revenue for handset sales. Our contract assets were £4.7 million and £11.3 million as of June 30, 2020 and December 31, 2019, respectively. The current and long-term portions of our contract asset balances are included within other current assets and other assets, net, respectively, on our condensed consolidated balance sheets.

We record deferred revenue when we receive payment prior to transferring goods or services to a customer. We primarily defer revenue for (i) installation and other upfront services and (ii) other services that are invoiced prior to when services are provided. Our deferred revenue balances were £384.2 million and £380.1 million as of June 30, 2020 and December 31, 2019, respectively. The increase in deferred revenue for the six months ended June 30, 2020 is primarily due to advanced billings recorded during the period, partially offset by the recognition of £326.7 million of revenue that was included in our deferred revenue balance at December 31, 2019. The long-term portions of our deferred revenue balances are included within other long-term liabilities on our condensed consolidated balance sheets.

Contract Costs

Our aggregate assets associated with incremental costs to obtain and fulfill our contracts were £58.2 million and £53.4 million at June 30, 2020 and December 31, 2019, respectively. The current and long-term portions of our assets related to contract costs are included within other current assets and other assets, net, respectively, on our condensed consolidated balance sheets. We amortized £16.4 million and £38.6 million during the three and six months ended June 30, 2020, respectively, and £14.4 million and £29.1 million during the three and six months ended June 30, 2019, respectively, to operating costs and expenses related to these assets.

Unsatisfied Performance Obligations

A large portion of our revenue is derived from customers who are not subject to contracts. Revenue from customers who are subject to contracts is generally recognized over the term of such contracts, which is typically 12 months for our residential service contracts, one to three years for our mobile service contracts and one to five years for our business-to-business (**B2B)** service contracts.

(4) Derivative Instruments

In general, we enter into derivative instruments to protect against (i) increases in the interest rates on our variable-rate debt and (ii) foreign currency movements, particularly with respect to borrowings that are denominated in a currency other than the functional currency of the borrowing entity. In this regard, we have entered into various derivative instruments to manage interest rate exposure and foreign currency exposure with respect to the United States (**U.S.**) dollar (**$**), the euro (**€**) and the Indian rupee. We do not apply hedge accounting to our derivative instruments. Accordingly, changes in the fair values of most of our derivative instruments are recorded in realized and unrealized gains or losses on derivative instruments, net, in our condensed consolidated statements of operations.

The following table provides details of the fair values of our derivative instrument assets and liabilities:

	June 30, 2020			December 31, 2019		
	Current	Long-term	Total	Current	Long-term	Total
	in millions					
Assets (a):						
Cross-currency and interest rate derivative contracts (b)	£ 183.3	£ 849.5	£ 1,032.8	£ 82.5	£ 431.1	£ 513.6
Foreign currency forward and option contracts	0.5	—	0.5	—	—	—
Total	£ 183.8	£ 849.5	£ 1,033.3	£ 82.5	£ 431.1	£ 513.6
Liabilities (a):						
Cross-currency and interest rate derivative contracts (b)	£ 183.9	£ 570.5	£ 754.4	£ 133.6	£ 402.8	£ 536.4

(a) Our current derivative liabilities, long-term derivative assets and long-term derivative liabilities are included in other current liabilities, other assets, net, and other long-term liabilities, respectively, on our condensed consolidated balance sheets.

(b) We consider credit risk relating to our and our counterparties' nonperformance in the fair value assessment of our derivative instruments. In all cases, the adjustments take into account offsetting liability or asset positions. The changes in the credit risk valuation adjustments associated with our cross-currency and interest rate derivative contracts resulted in net gains of £29.1 million and £1.8 million during the three months ended June 30, 2020 and 2019, respectively, and a net gain (loss) of £5.2 million and (£2.2 million) during the six months ended June 30, 2020 and 2019, respectively. These amounts are included in realized and unrealized gains (losses) on derivative instruments, net, in our condensed consolidated statements of operations. For further information regarding our fair value measurements, see note 5.

The details of our realized and unrealized gains (losses) on derivative instruments, net, are as follows:

	Three months ended June 30,		Six months ended June 30,	
	2020	2019	2020	2019
	in millions			
Cross-currency and interest rate derivative contracts	£ (87.9)	£ 182.0	£ 396.4	£ 60.7
Foreign currency forward and option contracts:				
Third-party	0.5	0.9	1.0	1.0
Related-party	—	(0.1)	—	(0.9)
Total	£ (87.4)	£ 182.8	£ 397.4	£ 60.8

The net cash received or paid related to our derivative instruments is classified as an operating, investing or financing activity in our condensed consolidated statements of cash flows based on the objective of the derivative instrument and the classification of the applicable underlying cash flows. For derivative contracts that are terminated prior to maturity, the cash paid or received upon termination that relates to future periods is classified as a financing activity. The following table sets forth the classification of the net cash inflows (outflows) of our derivative instruments:

	Six months ended June 30,	
	2020	2019
	in millions	
Operating activities	£ 12.4	£ 97.4
Financing activities	83.1	(5.2)
Total	£ 95.5	£ 92.2

Counterparty Credit Risk

We are exposed to the risk that the counterparties to our derivative instruments will default on their obligations to us. We manage these credit risks through the evaluation and monitoring of the creditworthiness of, and concentration of risk with, the respective counterparties. In this regard, credit risk associated with our derivative instruments is spread across a relatively broad counterparty base of banks and financial institutions. Collateral is generally not posted by either party under our derivative instruments. At June 30, 2020, our exposure to counterparty credit risk included derivative assets with an aggregate fair value of £307.2 million.

Details of our Derivative Instruments

Cross-currency Derivative Contracts

We generally match the denomination of our borrowings with the functional currency of the supporting operations, or when it is more cost effective, we provide for an economic hedge against foreign currency exchange rate movements by using derivative instruments to synthetically convert unmatched debt into the applicable underlying currency. At June 30, 2020, substantially all of our debt was either directly or synthetically matched to the functional currency of the borrowing entity. The following table sets forth the total notional amounts and the related weighted average remaining contractual lives of our cross-currency swap contracts at June 30, 2020:

Notional amount due from counterparty		Notional amount due to counterparty			Weighted average remaining life
in millions					in years
$	11,861.4	£	8,857.4	(a)	5.7
£	2,296.2	$	3,300.0	(b)	4.6
€	500.0	£	445.6		8.0
£	394.2	$	500.0		5.0
$	166.6	€	150.0		8.0

(a) Includes certain derivative instruments that are "forward-starting," such that the initial exchange occurs at a date subsequent to June 30, 2020. These instruments are typically entered into in order to extend existing hedges without the need to amend existing contracts.

(b) These derivative instruments do not involve the exchange of notional amounts at the inception and maturity of the instruments. Accordingly, the only cash flows associated with these derivative instruments are coupon-related payments and receipts.

Interest Rate Swap Contracts

The following table sets forth the total pound sterling equivalents of the notional amounts and the related weighted average remaining contractual lives of our interest rate swap contracts at June 30, 2020:

Pay fixed rate (a)			Receive fixed rate (a)		
Notional amount		Weighted average remaining life	Notional amount		Weighted average remaining life
in millions		in years	in millions		in years
£	21,675.4	4.1	£	7,002.2	4.3

(a) Includes forward-starting derivative instruments.

Interest Rate Swap Options

We have entered into various interest rate swap options (**swaptions**), which give us the right, but not the obligation, to enter into certain interest rate swap contracts at set dates in the future, with each such contract having a life of no more than three years. At the transaction date, the strike rate of each of these contracts was above the corresponding market rate. The following table sets forth certain information regarding our swaptions at June 30, 2020:

Notional amount		Underlying swap currency	Weighted average option expiration period (a)	Weighted average strike rate (b)
in millions			in years	
£	3,348.7	£	1.0	2.37%
£	208.9	€	0.5	1.84%

(a) Represents the weighted average period until the date on which we have the option to enter into the interest rate swap contracts.

(b) Represents the weighted average interest rate that we would pay if we exercised our option to enter into the interest rate swap contracts.

Basis Swaps

Our basis swaps involve the exchange of attributes used to calculate our floating interest rates, including (i) the benchmark rate, (ii) the underlying currency and/or (iii) the borrowing period. We typically enter into these swaps to optimize our interest rate profile based on our current evaluations of yield curves, our risk management policies and other factors. At June 30, 2020, the total pound sterling equivalent of the notional amount due from the counterparty, including forward-starting derivative instruments, was £7,208.0 million (including £3,565.7 million subject to a 0.0% floor) and the related weighted average remaining contractual life of our basis swap contracts was 0.5 years.

Interest Rate Caps and Floors

From time to time, we enter into interest rate cap and floor agreements. Purchased interest rate caps lock in a maximum interest rate if variable rates rise, but also allow our company to benefit from declines in market rates. Purchased interest rate floors protect us from interest rates falling below a certain level, generally to match a floating rate floor on a debt instrument. At June 30, 2020, the pound sterling equivalent notional amounts of our purchased interest rate caps and floors were £1,106.2 million and £3,565.7 million, respectively.

Impact of Derivative Instruments on Borrowing Costs

Excluding forward-starting instruments and swaptions, the impact of the derivative instruments that mitigate our foreign currency and interest rate risk, as described above, was an increase of 48 basis points to our borrowing costs as of June 30, 2020.

Foreign Currency Forwards and Options

We enter into foreign currency forward and option contracts with respect to non-functional currency exposure. As of June 30, 2020, the total notional amount of our foreign currency forward and option contracts was £41.9 million.

(5) Fair Value Measurements

We use the fair value method to account for (i) our derivative instruments and (ii) certain instruments that we classify as debt. The reported fair values of these instruments as of June 30, 2020 are unlikely to represent the value that will be paid or received upon the ultimate settlement or disposition of these assets and liabilities.

GAAP provides for a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. Level 1 inputs are quoted market prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. Level 2 inputs are inputs other than quoted market prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. Level 3 inputs are unobservable inputs for the asset or liability. We record transfers of assets or liabilities into or out of Levels 1, 2 or 3 at the beginning of the quarter during which the transfer occurred.

We use a Monte Carlo based approach to incorporate a credit risk valuation adjustment in our fair value measurements to estimate the impact of both our own nonperformance risk and the nonperformance risk of our counterparties. Our credit risk valuation adjustments with respect to our cross-currency and interest rate swaps and certain of our debt are quantified and further explained in notes 4 and 7.

For additional information concerning our fair value measurements, see note 6 to the consolidated financial statements included in our 2019 annual report.

A summary of our assets and liabilities that are measured at fair value on a recurring basis is as follows:

		Fair value measurements at June 30, 2020 using:	
Description	**June 30, 2020**	**Significant other observable inputs (Level 2)**	**Significant unobservable inputs (Level 3)**
		in millions	
Assets:			
Derivative instruments:			
Cross-currency and interest rate derivative contracts	£ 1,032.8	£ 1,032.8	£ —
Foreign currency forward and option contracts	0.5	0.5	—
Total assets	£ 1,033.3	£ 1,033.3	£ —
Liabilities:			
Derivative instruments:			
Cross-currency and interest rate derivative contracts	£ 754.4	£ 734.1	£ 20.3
Debt	26.6	26.6	—
Total liabilities	£ 781.0	£ 760.7	£ 20.3

Description	December 31, 2019	Fair value measurements at December 31, 2019 using: Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
		in millions	
Assets:			
Derivative instruments:			
Cross-currency and interest rate derivative contracts	£ 513.6	£ 513.6	£ —
Liabilities:			
Derivative instruments:			
Cross-currency and interest rate derivative contracts	£ 536.4	£ 517.7	£ 18.7
Debt	34.4	34.4	—
Total liabilities	£ 570.8	£ 552.1	£ 18.7

(6) Long-lived Assets

Property and Equipment, Net

The details of our property and equipment and the related accumulated depreciation are set forth below:

	June 30, 2020	December 31, 2019
	in millions	
Distribution systems	£ 9,118.5	£ 8,749.6
Customer premises equipment	2,356.7	2,238.3
Support equipment, buildings and land	1,793.2	1,718.5
Total property and equipment, gross	13,268.4	12,706.4
Accumulated depreciation	(7,275.8)	(6,627.7)
Total property and equipment, net (a)	£ 5,992.6	£ 6,078.7

(a) For additional information regarding finance leases included within our property and equipment, see note 8.

During the six months ended June 30, 2020 and 2019, we recorded non-cash increases to our property and equipment related to vendor financing arrangements of £372.1 million and £437.6 million, respectively, which exclude related value-added-taxes (**VAT**) of £66.0 million and £74.5 million, respectively, that were also financed under these arrangements.

Goodwill

The change in the carrying amount of our goodwill during the six months ended June 30, 2020 is due to foreign currency translation adjustments.

If, among other factors, (i) our enterprise value or Liberty Global's equity values were to decline or (ii) the adverse impacts of economic, competitive, regulatory or other factors (including with respect to the recent outbreak of a novel strain of the coronavirus (**COVID-19**)) were to cause our results of operations or cash flows to be worse than anticipated, we could conclude in future periods that impairment charges are required in order to reduce the carrying values of our goodwill and, to a lesser extent, other long-lived assets. Any such impairment charges could be significant.

Intangible Assets Subject to Amortization, Net

The details of our intangible assets subject to amortization, which are included in other assets, net, on our condensed consolidated balance sheets, are set forth below:

	June 30, 2020	December 31, 2019
	in millions	
Gross carrying amount	£ 617.9	£ 2,527.6
Accumulated amortization	(548.8)	(2,419.6)
Net carrying amount	£ 69.1	£ 108.0

(7) Debt

The pound sterling equivalents of the components of our third-party debt are as follows:

	June 30, 2020			
	Weighted average interest rate (a)	Unused borrowing capacity (b)	Principal amount	
			June 30, 2020	December 31, 2019
			in millions	
VM Senior Secured Notes	5.10%	£ —	£ 4,588.3	£ 4,461.2
VM Credit Facilities (c)(d)	2.85%	1,000.0	4,366.3	4,126.7
VM Senior Notes	4.53%	—	1,201.3	1,194.2
Vendor financing (e)	4.46%	—	1,885.2	1,835.0
Other (f)	2.08%	—	510.0	337.1
Total third-party debt before deferred financing costs, discounts and premiums (g)	4.04%	£ 1,000.0	£ 12,551.1	£ 11,954.2

The following table provides a reconciliation of total third-party debt before deferred financing costs, discounts and premiums to total debt and finance lease obligations:

	June 30, 2020	December 31, 2019
	in millions	
Total third-party debt before deferred financing costs, discounts and premiums	£ 12,551.1	£ 11,954.2
Deferred financing costs, discounts and premiums, net	(24.1)	(17.5)
Total carrying amount of third-party debt	12,527.0	11,936.7
Finance lease obligations (note 8)	50.3	52.9
Total third-party debt and finance lease obligations	12,577.3	11,989.6
Related-party debt (note 10)	43.1	56.7
Total debt and finance lease obligations	12,620.4	12,046.3
Current maturities of debt and finance lease obligations	(1,913.3)	(1,868.9)
Long-term debt and finance lease obligations	£ 10,707.1	£ 10,177.4

(a) Represents the weighted average interest rate in effect at June 30, 2020 for all borrowings outstanding pursuant to each debt instrument, including any applicable margin. The interest rates presented represent stated rates and do not include the impact of derivative instruments, deferred financing costs, original issue premiums or discounts and commitment fees, all of which affect our overall cost of borrowing. Including the effects of derivative instruments, original issue premiums or discounts and commitment fees, but excluding the impact of deferred financing costs, the weighted average interest rate on our aggregate third-party variable- and fixed-rate indebtedness was 4.58% at June 30, 2020. For information regarding our derivative instruments, see note 4.

(b) Unused borrowing capacity represents the maximum availability under the VM Credit Facilities at June 30, 2020 without regard to covenant compliance calculations or other conditions precedent to borrowing. At June 30, 2020, based on the most restrictive applicable leverage covenants and leverage-based restricted payment tests, the equivalent of £761.7 million of unused borrowing capacity was available to be borrowed and there were no additional restrictions on our ability to make loans or distributions from this availability to other Virgin Media subsidiaries and ultimately to Virgin Media. Upon completion of the relevant June 30, 2020 compliance reporting requirements, and based on the most restrictive applicable leverage covenants and leverage-based restricted payment tests, we expect the equivalent of £276.7 million of unused borrowing capacity will be available, with no additional restriction to loan or distribute. Our above expectations do not consider any actual or potential changes to our borrowing levels or any amounts loaned or distributed subsequent to June 30, 2020, or the impact of additional amounts that may be available to borrow, loan or distribute under certain defined baskets within the VM Credit Facilities.

(c) Amounts include £115.4 million and £103.6 million at June 30, 2020 and December 31, 2019, respectively, of borrowings pursuant to excess cash facilities under the VM Credit Facilities. These borrowings are owed to certain non-consolidated special purpose financing entities that have issued notes to finance the purchase of receivables due from our company to certain other third parties for amounts that we and our subsidiaries have vendor financed. To the extent the proceeds from these notes exceed the amount of vendor financed receivables available to be purchased, the excess proceeds are used to fund these excess cash facilities.

(d) Unused borrowing capacity under the VM Revolving Facility relates to a multi-currency revolving facility with maximum borrowing capacity equivalent to £1,000.0 million, which was undrawn at June 30, 2020.

(e) Represents amounts owed pursuant to interest-bearing vendor financing arrangements that are used to finance certain of our property and equipment additions and operating expenses. These obligations are generally due within one year and include VAT that was also financed under these arrangements. Repayments of vendor financing obligations are included in repayments and repurchases of third-party debt and finance lease obligations in our condensed consolidated statements of cash flows.

(f) Includes amounts associated with certain derivative-related borrowing instruments, including £26.6 million and £34.4 million at June 30, 2020 and December 31, 2019, respectively, carried at fair value. These instruments mature at various dates through January 2025. The fair value of this debt includes credit risk valuation adjustments resulting in a net losses of £0.3 million and £4.8 million during the three months ended June 30, 2020 and 2019, respectively, and a net gain (loss) of £0.3 million and (£7.2 million) during the six months ended June 30, 2020 and 2019, respectively, which are included in realized and unrealized gains (losses) due to changes in fair values of certain debt, net, in our condensed consolidated statements of operations. For further information regarding our fair value measurements, see note 5. In addition, amounts include £406.9 million and £199.5 million at June 30, 2020 and December 31, 2019, respectively, of debt collateralized by certain trade receivables of our company.

(g) As of June 30, 2020 and December 31, 2019, our debt had an estimated fair value of £12.5 billion and £12.3 billion, respectively. The estimated fair values of our debt instruments are generally determined using the average of applicable bid and ask prices (mostly Level 1 of the fair value hierarchy) or, when quoted market prices are unavailable or not considered indicative of fair value, discounted cash flow models (mostly Level 2 of the fair value hierarchy). The discount rates used in the cash flow models are based on the market interest rates and estimated credit spreads, to the extent available, and other relevant factors. For additional information regarding fair value hierarchies, see note 5.

Financing Transactions

Below we provide summary descriptions of any financing transactions completed during the first six months of 2020. A portion of our financing transactions may include non-cash borrowings and repayments. During the six months ended June 30, 2020 and 2019, we did not have any non-cash borrowings and repayments. Unless otherwise noted, the terms and conditions of certain new notes and/or credit facilities are largely consistent with those of existing notes and credit facilities with regard to covenants, events of default and change of control provisions, among other items. For information regarding the general terms and conditions of our debt and capitalized terms not defined herein, see note 8 to the consolidated financial statements included in our 2019 annual report.

In May 2020, Virgin Media Trade Receivables Financing plc, a third-party special purpose financing entity, was created for the purpose of facilitating the offering of certain notes. These notes are collateralized by certain of our trade receivables, creating a variable interest in which we are the primary beneficiary and, accordingly, we are required to consolidate Virgin Media Trade Receivables Financing plc. The offering of these notes resulted in net proceeds of £214.4 million (the **May 2020 Proceeds**), which were utilized as described below.

In June 2020, we completed various financing transactions, as further described below.

Senior Notes Transactions. We issued $675.0 million (£545.2 million) principal amount of U.S. dollar-denominated senior notes (the **2030 VM Dollar Senior Notes**). The 2030 VM Dollar Senior Notes were issued at par, mature on July 15, 2030 and bear interest at a rate of 5.0%. The net proceeds from the issuance of these notes, together with the May 2020 Proceeds, were used to redeem in full (i) €460.0 million (£417.8 million) outstanding principal amount of 2025 VM Euro Senior Notes and (ii) $388.7 million (£314.0 million) outstanding principal amount of 2025 VM Dollar Senior Notes. We then issued (a) an additional $250.0 million (£201.9 million) principal amount of 2030 VM Dollar Senior Notes at 101% of par and (b) €500.0 million (£454.1 million) principal amount of euro-denominated senior notes (the **2030 VM Euro Senior Notes**). The 2030 VM Euro Senior Notes were issued at par, mature on July 15, 2030 and bear interest at a rate of 3.75%. The net proceeds from the issuance of these notes were used (1) to redeem in full (A) $497.0 million (£401.5 million) outstanding principal amount of 2024 VM Dollar Senior Notes, (B) $71.6 million (£57.8 million) outstanding principal amount of 2022 VM 4.875% Dollar Senior Notes, (C) $51.5 million (£41.6 million) outstanding principal amount of 2022 VM 5.25% Dollar Senior Notes and (D) £44.1 million outstanding principal amount of 2022 VM Sterling Senior Notes and (2) for general corporate purposes. In connection with these transactions, we recognized a net loss on debt extinguishment of £46.2 million related to (I) the payment of £40.8 million of redemption premiums and (II) the write-off of £5.4 million of unamortized deferred financing costs, discounts and premiums.

Senior Secured Notes Transactions. We issued (i) $650.0 million (£525.0 million) principal amount of U.S. dollar-denominated senior secured notes (the **2030 VM Dollar Senior Secured Notes**) and (ii) £450.0 million principal amount of sterling-denominated senior secured notes (the **2030 VM 4.125% Sterling Senior Secured Notes**). The 2030 VM Dollar Senior Secured Notes and 2030 VM 4.125% Sterling Senior Secured Notes were each issued at par, mature on August 15, 2030 and bear interest at a rate of 4.5% and 4.125%, respectively. The net proceeds from the issuance of these notes, together with existing cash, were used to (a) redeem in full £525.0 million outstanding principal amount of 2027 VM 4.875% Sterling Senior Secured Notes, (b) redeem in full £360.0 million outstanding principal amount of 2029 VM 6.25% Sterling Senior Secured Notes and (c) redeem £80.0 million of the £521.3 million outstanding principal amount of 2025 VM Sterling Senior Secured Notes. In connection with these transactions, we recognized a net loss on debt extinguishment of £52.4 million related to (1) the payment of £51.7 million of redemption premiums and (2) the write-off of £0.7 million of unamortized deferred financing costs, discounts and premiums.

Subject to the circumstances described below, the following notes are non-callable prior to the applicable Call Dates as presented in the below table. At any time prior to the respective Call Date, we may redeem some or all of the applicable notes by paying a "make-whole" premium, which is the present value of all remaining scheduled interest payments to the applicable Call Date using the discount rate (as specified in the applicable indenture) as of the redemption date plus 50 basis points.

	Call Date
2030 VM Dollar Senior Notes	July 15, 2025
2030 VM Euro Senior Notes	July 15, 2025
2030 VM Dollar Senior Secured Notes	August 15, 2025
2030 VM 4.125% Sterling Senior Secured Notes	August 15, 2025

On or after the applicable Call Date, we may redeem some or all of the applicable notes at the following redemption prices (expressed as a percentage of the principal amount) plus accrued and unpaid interest and additional amounts (as specified in the applicable indenture), if any, to the applicable redemption date, as set forth below:

	Redemption Price			
	2030 VM Dollar Senior Notes	**2030 VM Euro Senior Notes**	**2030 VM Dollar Senior Secured Notes**	**2030 VM 4.125% Sterling Senior Secured Notes**
12-month period commencing	July 15	July 15	August 15	August 15
2025	102.500%	101.875%	102.250%	102.063%
2026	101.250%	100.938%	101.125%	101.031%
2027	100.625%	100.469%	100.563%	100.516%
2028 and thereafter	100.000%	100.000%	100.000%	100.000%

Vendor Financing Notes Transactions. Virgin Media Vendor Financing Notes III Designated Activity Company (**Virgin Media Financing III Company**) and Virgin Media Vendor Financing Notes IV Designated Activity Company (**Virgin Media Financing IV Company**, and together with Virgin Media Financing III Company, the **2020 VM Financing Companies**) were created for the purpose of issuing certain vendor financing notes. The 2020 VM Financing Companies are third-party special purpose financing entities that are not consolidated by Virgin Media.

Virgin Media Financing III Company issued (i) £500.0 million principal amount of 4.875% vendor financing notes at par and (ii) £400.0 million principal amount of 4.875% vendor financing notes at 99.5% of par, each due July 15, 2028 (together, the **VM Vendor Financing III Notes**). Virgin Media Financing IV Company issued $500.0 million (£403.9 million) principal amount of 5.0% vendor financing notes due July 15, 2028 at par (the **VM Vendor Financing IV Notes**, and together with the VM Vendor Financing III Notes, the **June 2020 Vendor Financing Notes**). The net proceeds from the June 2020 Vendor Financing Notes were used by the 2020 VM Financing Companies to purchase certain vendor-financed receivables owed by our company and our subsidiaries from previously-existing third-party special purpose financing entities (the **Original VM Financing Companies**) and various other third parties. As a result, we paid £33.5 million of redemption premiums, which are included in losses on debt extinguishment, net, in our condensed consolidated statements of operations. To the extent that the proceeds from the June 2020 Vendor Financing Notes exceed the amount of vendor-financed receivables available to be purchased from the Original VM Financing Companies, and various other third parties, the excess proceeds are used to fund excess cash facilities under certain of our credit facilities. As additional vendor financed receivables become available for purchase, the 2020 VM Financing Companies can request that we repay any amounts available under these excess cash facilities.

Maturities of Debt

The pound sterling equivalents of the maturities of our debt as of June 30, 2020 are presented below:

	Third-party debt	Related-party debt	Total
		in millions	
Year ending December 31:			
2020 (remainder of year)	£ 1,181.1	£ —	£ 1,181.1
2021	745.8	43.1	788.9
2022	23.9	—	23.9
2023	307.7	—	307.7
2024	221.7	—	221.7
2025	469.4	—	469.4
Thereafter	9,601.5	—	9,601.5
Total debt maturities (a)	12,551.1	43.1	12,594.2
Deferred financing costs, discounts and premiums, net	(24.1)	—	(24.1)
Total	£ 12,527.0	£ 43.1	£ 12,570.1
Current portion	£ 1,909.2	£ —	£ 1,909.2
Noncurrent portion	£ 10,617.8	£ 43.1	£ 10,660.9

(a) Amounts include vendor financing obligations of £1,885.2 million, as set forth below (in millions):

Year ending December 31:	
2020 (remainder of year)	£ 1,070.6
2021	745.8
2022	23.9
2023	23.0
2024	19.0
2025	2.9
Total vendor financing maturities (1)	£ 1,885.2
Current portion	£ 1,798.4
Noncurrent portion	£ 86.8

(1) The 2020 VM Financing Companies have issued an aggregate £1,303.9 million equivalent in notes maturing in July 2028. The net proceeds from these notes are used by the 2020 VM Financing Companies to purchase from various third parties certain vendor financed receivables owed by our company. To the extent that the proceeds from these notes exceed the amount of vendor financed receivables available to be purchased, the excess proceeds are used to fund an excess cash facility under our credit facility. The 2020 VM Financing Companies can request the excess cash facility be repaid by our company as additional vendor financed receivables become available for purchase.

(8) Leases

General

We enter into operating and finance leases for network equipment, real estate and vehicles. We provide residual value guarantees on certain of our vehicle leases.

Lease Balances

A summary of our right-of-use (**ROU**) assets and lease liabilities is set forth below:

	June 30, 2020	December 31, 2019
	in millions	
ROU assets:		
Operating leases (a)	£ 139.1	£ 144.2
Finance leases (b)	45.3	49.4
Total ROU assets	£ 184.4	£ 193.6
Lease liabilities:		
Operating leases (c)	£ 151.8	£ 157.6
Finance leases (d)	50.3	52.9
Total lease liabilities	£ 202.1	£ 210.5

(a) Our operating lease ROU assets are included in other assets, net, on our condensed consolidated balance sheets. At June 30, 2020, the weighted average remaining lease term for operating leases was 8.2 years and the weighted average discount rate was 4.3%. During the six months ended June 30, 2020 and 2019, we recorded non-cash additions to our operating lease ROU assets of £13.1 million and £21.9 million, respectively.

(b) Our finance lease ROU assets are included in property and equipment, net, on our condensed consolidated balance sheets. At June 30, 2020, the weighted average remaining lease term for finance leases was 28.5 years and the weighted average discount rate was 6.8%. During the six months ended June 30, 2020 and 2019, we recorded non-cash additions to our finance lease ROU assets of nil and £4.2 million, respectively.

(c) The current and long-term portions of our operating lease liabilities are included within other current liabilities and other long-term liabilities, respectively, on our condensed consolidated balance sheets.

(d) The current and long-term portions of our finance lease liabilities are included within current portion of debt and finance lease obligations and long-term debt and finance lease obligations, respectively, on our condensed consolidated balance sheets.

A summary of our aggregate lease expense is set forth below:

	Three months ended June 30,		Six months ended June 30,	
	2020	2019	2020	2019
	in millions			
Total lease expense:				
Finance lease expense:				
Depreciation and amortization	£ 1.8	£ 2.0	£ 3.7	£ 4.0
Interest expense	1.0	1.1	2.0	2.1
Total finance lease expense	2.8	3.1	5.7	6.1
Operating lease expense (a)	10.7	9.3	20.0	18.6
Total lease expense	£ 13.5	£ 12.4	£ 25.7	£ 24.7

(a) Our operating lease expense is included in other operating expenses, SG&A expenses and impairment, restructuring and other operating items, net, in our condensed consolidated statements of operations.

A summary of our cash outflows from operating and finance leases is set forth below:

	Six months ended June 30,	
	2020	2019
	in millions	
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash outflows from operating leases	£ 21.0	£ 19.3
Operating cash outflows from finance leases	2.0	2.1
Financing cash outflows from finance leases	2.6	3.6
Total cash outflows from operating and finance leases	£ 25.6	£ 25.0

Maturities of our operating and finance lease liabilities as of June 30, 2020 are presented below. Amounts represent the pound sterling equivalents based on June 30, 2020 exchange rates:

	Operating leases	Finance leases
	in millions	
Year ending December 31:		
2020 (remainder of year)	£ 18.0	£ 4.1
2021	33.4	7.8
2022	27.7	9.7
2023	24.1	7.2
2024	19.9	3.5
2025	10.4	3.5
Thereafter	46.1	131.1
Total payments	179.6	166.9
Less: present value discount	(27.8)	(116.6)
Present value of lease payments	£ 151.8	£ 50.3
Current portion	£ 29.1	£ 4.1
Noncurrent portion	£ 122.7	£ 46.2

(9) Income Taxes

Virgin Media files its primary income tax return in the U.S. Our subsidiaries file income tax returns in the U.S., the U.K. and Ireland. The income taxes of Virgin Media and its subsidiaries are presented on a separate return basis for each tax-paying entity or group.

Certain of our U.K. subsidiaries are within the same U.K. tax group as our ultimate parent company, Liberty Global, and its U.K. subsidiaries. U.K. tax law permits the surrendering, without cash payment, of tax losses between entities within the same tax group. Tax losses with an aggregate tax effect of £11.9 million and £13.1 million during the three months ended June 30, 2020 and 2019, respectively, and £19.9 million during the six months ended June 30, 2019, were surrendered by Liberty Global and its U.K. subsidiaries outside of Virgin Media to our U.K. tax subsidiaries. During the six months ended June 30, 2020, tax losses with an aggregate tax effect of £34.3 million were surrendered to Liberty Global and its U.K. subsidiaries outside Virgin Media by our U.K. subsidiaries. These surrendered tax assets are reflected as changes to additional paid-in capital in our condensed consolidated statements of owners' equity.

Income tax benefit (expense) attributable to our loss before income taxes differs from the amounts computed using the U.S. federal income tax rate of 21.0% for the three and six months ended June 30, 2020 and 2019 as a result of the following factors:

	Three months ended June 30,		Six months ended June 30,	
	2020	2019	2020	2019
	in millions			
Computed "expected" tax benefit	£ 50.9	£ 10.4	£ 28.1	£ 36.1
International rate differences (a)	(9.2)	(1.9)	(6.1)	(5.4)
Basis and other differences in the treatment of items associated with investments in subsidiaries (b)	2.5	(3.5)	(2.9)	(12.9)
Non-deductible or non-taxable foreign currency exchange results	(0.2)	(0.9)	(2.8)	0.2
Non-deductible or non-taxable interest and other expenses	(1.8)	(0.9)	(2.1)	(1.1)
Change in valuation allowances	(1.7)	(1.7)	(2.1)	(2.8)
Enacted tax law and rate change	(1.5)	(5.4)	1.6	(6.5)
Other, net	(0.5)	0.3	(0.9)	(0.7)
Total income tax benefit (expense)	£ 38.5	£ (3.6)	£ 12.8	£ 6.9

(a) Amounts reflect statutory rates in the U.K. and Ireland, which are lower than the U.S. federal income tax rate. In March 2020, it was announced that the U.K. corporate tax rate will remain at 19.0% and not reduce to 17.0% from April 1, 2020. The U.K. rate change was enacted on July 22, 2020; therefore, the impact on our deferred tax balances will be recorded during the third quarter of 2020.

(b) These amounts reflect the net impact of differences in the treatment of income and loss items between financial reporting and tax accounting related to investments in subsidiaries and affiliates including the effects of foreign earnings.

(10) Related-party Transactions

Our related-party transactions consist of the following:

	Three months ended June 30,		Six months ended June 30,	
	2020	2019 (a)	2020	2019 (a)
	in millions			
Charges included in:				
Programming and other direct costs of services	£ (1.6)	£ (3.7)	£ (2.3)	£ (6.0)
Other operating	(5.2)	(6.6)	(10.4)	(12.4)
SG&A	(2.1)	(1.0)	(3.1)	(2.8)
Allocated share-based compensation expense	(12.4)	(14.7)	(21.4)	(25.3)
Fees and allocations, net:				
Operating and SG&A (exclusive of depreciation and share-based compensation)	(6.6)	(2.6)	(10.9)	(5.8)
Depreciation	(25.2)	(15.6)	(52.9)	(28.8)
Share-based compensation	(20.4)	(13.3)	(38.7)	(25.9)
Management fee	(26.0)	(11.7)	(49.9)	(18.0)
Total fees and allocations, net	(78.2)	(43.2)	(152.4)	(78.5)
Included in operating income	(99.5)	(69.2)	(189.6)	(125.0)
Interest expense	(0.5)	(0.5)	(1.1)	(1.1)
Interest income	62.6	72.6	126.9	141.9
Realized and unrealized losses on derivative instruments, net	—	(0.1)	—	(0.9)
Included in net loss	£ (37.4)	£ 2.8	£ (63.8)	£ 14.9
Property and equipment transfers in (out), net	£ 1.1	£ (4.4)	£ 1.7	£ (6.6)

(a) During the fourth quarter of 2019, Liberty Global changed its segment presentation of certain costs related to its centrally-managed technology and innovation function as a result of internal changes with respect to the way in which its chief operating decision maker evaluates the performance of its operating segments. These costs, which were previously charged to our company and reflected within the applicable categories of our fees and allocations, net, are now allocated (the **T&I Allocation**) to our company and reflected within (i) other operating expenses and (ii) SG&A expenses in our consolidated financial statements. Amounts presented for the three and six months ended June 30, 2019 have been revised to reflect this change.

The following table provides a summary of the impact that resulted from the T&I Allocation:

	Three months ended June 30,		Six months ended June 30,	
	2020	2019	2020	2019
	in millions			
Increase (decrease) to charges included in:				
Other operating expenses	£ 5.9	£ 7.5	£ 11.4	£ 14.3
SG&A expenses	4.0	4.8	7.9	10.4
Fees and allocations, net:				
Operating and SG&A	(5.8)	(5.4)	(15.4)	(11.5)
Management fee	(4.1)	(6.9)	(3.9)	(13.2)
Total impact on operating income	£ —	£ —	£ —	£ —

General. Virgin Media charges fees and allocates costs and expenses to certain other Liberty Global subsidiaries and certain Liberty Global subsidiaries outside of Virgin Media charge fees and allocate costs and expenses to Virgin Media. Depending on the nature of these related-party transactions, the amount of the charges or allocations may be based on (i) our estimated share of the underlying costs, (ii) our estimated share of the underlying costs plus a mark-up or (iii) commercially-negotiated rates. The methodology Liberty Global uses to allocate its central and administrative costs to its borrowing groups impacts the calculation of the "EBITDA" metric specified by our debt agreements (**Covenant EBITDA**). In this regard, the components of related-party fees and allocations that are deducted to arrive at our Covenant EBITDA are based on (a) the amount and nature of costs incurred by the allocating Liberty Global subsidiaries during the period, (b) the allocation methodologies in effect during the period and (c) the size of the overall pool of entities that are charged fees and allocated costs, such that changes in any of these factors would likely result in changes to the amount of related-party fees and allocations that will be deducted to arrive at our Covenant EBITDA in future periods. For example, to the extent that a Liberty Global subsidiary borrowing group was to acquire (sell) an operating entity, and assuming no change in the total costs incurred by the allocating entities, the fees charged and the costs allocated to our company would decrease (increase). Although we believe that the related-party charges and allocations described below are reasonable, no assurance can be given that the related-party costs and expenses reflected in our condensed consolidated statements of operations are reflective of the costs that we would incur on a standalone basis. Our related-party transactions are generally cash settled unless otherwise noted below.

Programming and other direct costs of services. Amounts primarily consist of interconnect, roaming, lease and access fees and other services provided to our company by other Liberty Global subsidiaries.

Other operating expenses. Amounts consist of the net effect of (i) charges of £6.4 million and £7.7 million during the three months ended June 30, 2020 and 2019, respectively, and £12.8 million and £14.9 million during the six months ended June 30, 2020 and 2019, respectively, for network and technology services provided to our company by other Liberty Global subsidiaries, including costs related to the T&I Allocation, and (ii) recharges of £1.2 million and £1.1 million during the three months ended June 30, 2020 and 2019, respectively, and £2.4 million and £2.5 million during the six months ended June 30, 2020 and 2019, respectively, for network and technology services provided by our company to other Liberty Global subsidiaries.

SG&A expenses. Amounts consist of the net effect of (i) charges of £5.8 million and £5.1 million during the three months ended June 30, 2020 and 2019, respectively, and £10.9 million and £10.9 million during the six months ended June 30, 2020 and 2019, respectively, primarily related to the T&I Allocation, and (ii) recharges of £3.7 million and £4.1 million during the three months ended June 30, 2020 and 2019, respectively, and £7.8 million and £8.1 million during the six months ended June 30, 2020 and 2019, respectively, primarily related to support function staffing and other services provided by our company to another Liberty Global subsidiary.

Allocated share-based compensation expense. Amounts are allocated to our company by Liberty Global and represent share-based compensation expense associated with the Liberty Global share-based incentive awards held by certain employees of our subsidiaries. Share-based compensation expense is included in SG&A expense in our condensed consolidated statements of operations.

Fees and allocations, net. These amounts, which are based on our company's estimated share of the applicable costs (including personnel-related and other costs associated with the services provided) incurred by Liberty Global subsidiaries, represent the aggregate net effect of charges between subsidiaries of Virgin Media and various Liberty Global subsidiaries that are outside of Virgin Media. These charges generally relate to management, finance, legal, and other services that support our company's operations. The categories of our fees and allocations, net, are as follows:

- *Operating and SG&A (exclusive of depreciation and share-based compensation).* The amounts included in this category, which are generally loan settled, represent our estimated share of certain centralized management, marketing, finance and other operating and SG&A expenses of Liberty Global's subsidiaries, whose activities benefit multiple operations, including operations within and outside of our company. The amounts allocated represent our estimated share of the actual costs incurred by Liberty Global's subsidiaries, without a mark-up. Amounts in this category are generally deducted to arrive at our Covenant EBITDA.

- *Depreciation.* The amounts included in this category, which are generally loan settled, represent our estimated share of depreciation of assets not owned by our company. The amounts allocated represent our estimated share of the actual costs incurred by Liberty Global's subsidiaries, without a mark-up.

- *Share-based compensation.* The amounts included in this category, which are generally loan settled, represent our estimated share of share-based compensation associated with Liberty Global employees who are not employees of our company. The amounts allocated represent our estimated share of the actual costs incurred by Liberty Global's subsidiaries, without a mark-up.

- *Management fee.* The amounts included in this category, which are generally loan settled, represent our estimated allocable share of (i) operating and SG&A expenses related to stewardship services provided by certain Liberty Global subsidiaries and (ii) the mark-up, if any, applicable to each category of the related-party fees and allocations charged to our company.

Liberty Global charges technology-based costs to our company using a royalty-based method. During the three months ended June 30, 2020 and 2019, our proportional share of the technology-based costs of £43.9 million and £25.5 million, respectively, was £3.8 million and £0.9 million more than the actual amount charged under the royalty-based method, respectively. During the six months ended June 30, 2020 and 2019, our proportional share of the technology-based costs of £92.9 million and £47.6 million, respectively, was £9.7 million and £2.7 million more than the actual amount charged under the royalty-based method, respectively. Accordingly, these excess amounts have been reflected as deemed contributions of technology-related services in our respective condensed consolidated statements of owners' equity. Any excess of these charges over our estimated proportionate share of the underlying technology-based costs is classified as a management fee and added back to arrive at Covenant EBITDA.

Interest expense. Amounts represent interest expense on long-term related-party debt, as further described below.

Interest income. Amounts represent interest income on long-term related-party notes receivable, as further described below.

Realized and unrealized losses on derivative instruments, net. These amounts relate to related-party foreign currency forward contracts with Liberty Global Europe Financing BV (**LGE Financing**), a subsidiary of Liberty Global, which were settled during the second quarter of 2019.

Property and equipment transfers, net. These amounts, which are generally cash settled, include the net carrying values of (i) construction in progress, including certain capitalized labor, transferred to or acquired from other Liberty Global subsidiaries, (ii) customer premises equipment acquired from other Liberty Global subsidiaries, which centrally procure equipment on behalf of our company and various other Liberty Global subsidiaries, and (iii) used equipment transferred to or acquired from other Liberty Global subsidiaries outside of Virgin Media.

The following table provides details of our related-party balances:

	June 30, 2020	December 31, 2019
	in millions	
Current receivables (a)	£ 9.9	£ 34.8
Long-term notes receivable (b)	5,067.4	4,963.6
Total related-party assets	£ 5,077.3	£ 4,998.4
Accounts payable	£ 11.2	£ 7.2
Accrued capital expenditures (c)	0.6	7.6
Other current liabilities (d)	10.4	36.4
Long-term related-party debt (e)	43.1	56.7
Other long-term liabilities	—	0.7
Total related-party liabilities	£ 65.3	£ 108.6

(a) Amounts represent (i) accrued interest on long-term notes receivable from LG Europe 2, including £0.7 million and £27.0 million, respectively, owed to Virgin Media Finco Limited (**Virgin Media Finco**), and (ii) certain receivables from other Liberty Global subsidiaries arising in the normal course of business.

(b) Amounts primarily represent:

(i) a note receivable from LG Europe 2 that is owed to Virgin Media Finco. At June 30, 2020 and December 31, 2019, the principal amount outstanding under this note was £5,024.6 million and £3,425.0 million, respectively. The increase during the six months ended June 30, 2020 relates to (i) £3,139.7 million of cash advances, (ii) £1,419.4 million of cash repayments and (iii) £120.7 million of other non-cash settlements. The increase during the six months ended June 30, 2019 relates to (i) £2,733.7 million of cash advances, (ii) £2,669.2 million of cash repayments and (iii) £51.5 million of other non-cash settlements. Pursuant to the agreement, the maturity date is July 16, 2023, however Virgin Media Finco may agree to advance additional amounts to LG Europe 2 at any time and LG Europe 2 may, with agreement from Virgin Media Finco, repay all or part of the outstanding principal at any time prior to the maturity date. The interest rate on this note, which is subject to adjustment, was 4.741% as of June 30, 2020, and the accrued interest on this note receivable may be cash settled on the last day of each month and on the date of each full or partial repayment of the note receivable or, if mutually agreed, loan settled; and

(ii) a note receivable from LG Europe 2 that was owed to Virgin Media Finco. This note matures on April 15, 2023 and bears interest at a rate of 8.50%. At June 30, 2020 and December 31, 2019, the principal amount outstanding under this note was nil and £1,501.5 million, respectively. The decrease during the six months ended June 30, 2020 relates to (i) £1,428.9 million of cash repayments and (ii) £72.6 million of other non-cash settlements. The outstanding balance of this note receivable was cash settled during the second quarter of 2020.

(c) Amounts represent accrued capital expenditures for property and equipment transferred to our company from other Liberty Global subsidiaries.

(d) Amounts primarily represent (i) certain payables to other Liberty Global subsidiaries arising in the normal course of business and (ii) unpaid capital charges from Liberty Global, as described below, which are settled periodically. None of these payables are interest bearing.

(e) Amounts represent a note payable from Virgin Media Mobile Finance Limited to LG Europe 2, which matures on December 18, 2021 and bears interest at a rate of 3.930%. The decrease during the six months ended June 30, 2020 relates to (i) £14.4 million of cash repayments and (ii) £0.8 million of non-cash accrued interest to the loan balance. The decrease during the six months ended June 30, 2019 primarily relates to (i) £19.4 million of cash repayments and (ii) £0.4 million of non-cash accrued interest to the loan balance. Accrued interest may be, as agreed to by our company and LG Europe 2, (a) transferred to the loan balance annually on January 1 or (b) repaid on the last day of each month and on the date of principal repayments.

We recorded capital charges of $6.1 million (£4.9 million at the applicable rate) and $12.0 million (£9.4 million at the applicable rate) during the three months ended June 30, 2020 and 2019, respectively, and $8.2 million (£6.5 million at the applicable rate) and $13.6 million (£10.6 million at the applicable rate) during the six months ended June 30, 2020 and 2019, respectively, in our condensed consolidated statements of owners' equity in connection with the exercise of Liberty Global share appreciation rights and options and the vesting of Liberty Global restricted share units and performance-based restricted share units held by employees of our subsidiaries. We and Liberty Global have agreed that these capital charges will be based on the fair value of the underlying Liberty Global ordinary shares associated with share-based incentive awards that vest or are exercised during the period, subject to any reduction that is necessary to ensure that the cumulative capital charge does not exceed the cumulative amount of share-based compensation expense recorded by our company with respect to Liberty Global share-based incentive awards.

Tax losses with an aggregate tax effect of £11.9 million and £13.1 million during the three months ended June 30, 2020 and 2019, respectively, and £19.9 million during the six months ended June 30, 2019, were surrendered by Liberty Global and its UK subsidiaries outside of Virgin Media to our U.K. tax subsidiaries. During the six months ended June 30, 2020, tax losses with an aggregate tax effect of £34.3 million were surrendered to Liberty Global and its U.K. subsidiaries outside Virgin Media by our U.K. subsidiaries. For additional information, see note 9.

Our parent company, Virgin Media and certain Liberty Global subsidiaries are co-guarantors of the indebtedness of certain other Liberty Global subsidiaries. We do not believe these guarantees will result in material payments in the future.

(11) Commitments and Contingencies

Commitments

In the normal course of business, we have entered into agreements that commit our company to make cash payments in future periods with respect to programming contracts, network and connectivity commitments, purchases of customer premises and other equipment and services and other items. The following table sets forth the pound sterling equivalents of such commitments as of June 30, 2020. The commitments included in this table do not reflect any liabilities that are included on our June 30, 2020 condensed consolidated balance sheet.

	Payments due during:							
	Remainder of 2020	2021	2022	2023	2024	2025	Thereafter	Total
	in millions							
Programming commitments	£ 370.1	£ 591.5	£ 236.3	£ 11.2	£ 11.2	£ 11.2	£ 13.1	£ 1,244.6
Network and connectivity commitments	302.7	210.5	53.3	11.3	4.2	2.8	12.6	597.4
Purchase commitments	195.1	60.8	12.2	1.0	0.1	0.1	—	269.3
Other commitments	7.3	7.1	1.5	—	—	—	—	15.9
Total	£ 875.2	£ 869.9	£ 303.3	£ 23.5	£ 15.5	£ 14.1	£ 25.7	£ 2,127.2

Programming commitments consist of obligations associated with certain of our programming contracts that are enforceable and legally binding on us as we have agreed to pay minimum fees without regard to (i) the actual number of subscribers to the programming services or (ii) whether we terminate service to a portion of our subscribers or dispose of a portion of our distribution systems. Programming commitments do not include increases in future periods associated with contractual inflation or other price adjustments that are not fixed. Accordingly, the amounts reflected in the above table with respect to these contracts are significantly less than the amounts we expect to pay in these periods under these contracts. Historically, payments to programming vendors have represented a significant portion of our operating costs, and we expect this will continue to be the case in future periods. In this regard, our total programming and copyright costs aggregated £441.6 million and £456.8 million during the six months ended June 30, 2020 and 2019, respectively.

Programming costs primarily relate to agreements to distribute channels to our customers. Our channel distribution agreements are generally multi-year contracts for which we are charged either (i) variable rates based upon the number of subscribers or (ii) on a flat fee basis. Certain of our variable rate contracts require minimum guarantees. Programming costs under such arrangements are recorded in operating costs and expenses in our condensed consolidated statement of operations when the programming is available for viewing.

Network and connectivity commitments include (i) service commitments associated with the network extension program in the U.K. and Ireland (the **Network Extension**) and (ii) commitments associated with our mobile virtual network operator (**MVNO**) agreements. The amounts reflected in the above table with respect to certain of our MVNO commitments represent fixed minimum amounts payable under these agreements and, therefore, may be significantly less than the actual amounts we ultimately pay in these periods. In November 2019, we entered into a new five-year MVNO agreement that will replace our existing MVNO agreement in 2021.

Purchase commitments include unconditional and legally binding obligations related to (i) the purchase of customer premises and other equipment and (ii) certain service-related commitments, including call center, information technology and maintenance services.

In addition to the commitments set forth in the table above, we have significant commitments under (i) derivative instruments and (ii) defined benefit plans and similar agreements, pursuant to which we expect to make payments in future periods. For information regarding our derivative instruments, including the net cash paid or received in connection with these instruments during the six months ended June 30, 2020 and 2019, see note 4.

Guarantees and Other Credit Enhancements

In the ordinary course of business, we may provide (i) indemnifications to our lenders, our vendors and certain other parties, (ii) performance and/or financial guarantees to local municipalities, our customers and vendors and (iii) guarantees as a co-guarantor with certain other Liberty Global subsidiaries related to various financing arrangements. Historically, these arrangements have not resulted in our company making any material payments and we do not believe that they will result in material payments in the future.

Legal and Regulatory Proceedings and Other Contingencies

VAT Matters. Our application of VAT with respect to certain revenue generating activities has been challenged by the U.K. tax authorities (**HMRC**). HMRC claimed that amounts charged to certain customers for payment handling services are subject to VAT, while we took the position that such charges were exempt from VAT under existing law. At the time of HMRC's initial challenge in 2009, we remitted all related VAT amounts claimed by HMRC, and continued to make such VAT payments pending a ruling on our appeal to the First Tier Tribunal. As the likelihood of loss was not considered probable and we believed that the amounts paid would be recoverable, such amounts were recorded as a receivable on our consolidated balance sheet. In January 2020, the First Tier Tribunal rejected our appeal and ruled in favor of HMRC. Accordingly, during the fourth quarter of 2019 we recorded a net provision for litigation of £41.3 million. We are seeking permission to appeal the case to the Upper Tribunal and the timing of the final outcome of the litigation matter remains uncertain.

In a separate matter, on March 19, 2014, the U.K. government announced a change in legislation with respect to the charging of VAT in connection with prompt payment discounts such as those that we offer to our fixed-line telephony customers. This change, which took effect on May 1, 2014, impacted our company and some of our competitors. HMRC issued a decision in the fourth quarter of 2015 challenging our application of the prompt payment discount rules prior to the May 1, 2014 change in legislation. We appealed this decision. As part of the appeal process, we were required to make aggregate payments of £67.0 million, comprising (i) the challenged amount of £63.7 million (which we paid during the fourth quarter of 2015) and (ii) related interest of £3.3 million (which we paid during the first quarter of 2016). No provision was recorded by our company at that time as the likelihood of loss was not considered to be probable. The aggregate amount paid does not include penalties, which could be significant in the event that penalties were to be assessed. In September 2018, the court rejected our appeal and ruled in favor of HMRC. Accordingly, during the third quarter of 2018, we recorded a provision for litigation of £63.7 million and related interest expense of £3.3 million in our condensed consolidated statement of operations. The First Tier Tribunal gave permission to appeal to the Upper Tribunal and we submitted grounds for appeal on February 22, 2019. In April 2020, the Upper Tribunal rejected our appeal, ruling in favor of HMRC. We are currently seeking permission to appeal to the Court of Appeal; however, no assurance can be given as to the ultimate outcome of this matter.

Other Regulatory Matters. Video distribution, broadband internet, fixed-line telephony, mobile and content businesses are subject to significant regulation and supervision by various regulatory bodies in the jurisdictions in which we operate, and other U.K. and European Union (**E.U.**) authorities. Adverse regulatory developments could subject our businesses to a number of risks. Regulation, including conditions imposed on us by competition or other authorities as a requirement to close acquisitions or dispositions, could limit growth, revenue and the number and types of services offered and could lead to increased operating costs and property and equipment additions. In addition, regulation may restrict our operations and subject them to further competitive pressure, including pricing restrictions, interconnect and other access obligations, and restrictions or controls on content, including content provided by third parties. Failure to comply with current or future regulation could expose our businesses to various penalties.

Effective April 1, 2017, the rateable value of our existing network and other assets in the U.K. increased significantly. This increase affects the amount we pay for network infrastructure charges as the annual amount payable to the U.K. government is calculated by applying a percentage multiplier to the rateable value of assets. This change has and will continue to significantly increase our network infrastructure charges. As compared to 2019, we expect the aggregate amount of this increase will be approximately £16 million in 2020. Beyond 2020, we expect further but declining increases to these charges through the first quarter of 2022. We continue to believe that these increases are excessive and retain the right of appeal should more favorable agreements be reached with other operators. The rateable value of our network and other assets in the U.K. remains subject to review by the U.K. government.

The U.K. Office of Communications (**Ofcom**) is the key regulatory authority for the communications sector in which we operate in the U.K. Ofcom has recently issued new regulatory requirements that, effective in February 2020, obligate us to (i) alert customers who are approaching the end of a minimum contract term to the fact that their contract period is coming to an end and to set out the best new price that we can offer them and (ii) once a year, alert customers who are out of contract to that fact and again confirm the best new price we can offer them. In both cases, we must also set out the price available to new customers for an equivalent service offering. These requirements could have a material adverse impact on our operating results in 2020 and future periods.

In late February 2020, we became aware that one of our databases did not have adequate access security protection and was accessed without permission. We immediately took remedial actions, ceased access to the database and commenced an investigation. The information in the database did not include any individual's passwords or financial details, such as credit card information, or bank account numbers. We have taken steps to inform those individuals impacted and relevant regulatory authorities. The database had information pertaining to approximately 900,000 individuals (including customers and non-customers), representing a number that would be less than 15% of our total customer base. We do not expect this incident to have a material adverse impact on our results of operations, cash flows or financial condition for any fiscal period and given the preliminary nature of the matter we are unable to provide a meaningful estimate of a possible range of loss, if any.

In addition to the foregoing items, we have contingent liabilities related to matters arising in the ordinary course of business, including (i) legal proceedings, (ii) issues involving VAT and wage, property, withholding and other tax issues and (iii) disputes over interconnection, programming, copyright and channel carriage fees. While we generally expect that the amounts required to satisfy these contingencies will not materially differ from any estimated amounts we have accrued, no assurance can be given that the resolution of one or more of these contingencies will not result in a material impact on our results of operations, cash flows or financial position in any given period. Due, in general, to the complexity of the issues involved and, in certain cases, the lack of a clear basis for predicting outcomes, we cannot provide a meaningful range of potential losses or cash outflows that might result from any unfavorable outcomes.

(12) Segment Reporting

We have one reportable segment that provides broadband internet, video, fixed-line telephony, mobile and broadcasting services in the U.K. and Ireland.

Our revenue by major category is set forth below:

	Three months ended June 30,		Six months ended June 30,	
	2020	2019	2020	2019
	in millions			
Residential revenue:				
Residential cable revenue (a):				
Subscription revenue (b):				
Broadband internet	£ 426.2	£ 418.2	£ 852.2	£ 831.3
Video	253.9	263.8	531.6	530.3
Fixed-line telephony	199.2	216.3	399.6	433.9
Total subscription revenue	879.3	898.3	1,783.4	1,795.5
Non-subscription revenue	11.5	14.8	26.4	29.4
Total residential cable revenue	890.8	913.1	1,809.8	1,824.9
Residential mobile revenue (c):				
Subscription revenue (b)	87.8	89.2	177.7	176.7
Non-subscription revenue	57.8	70.4	114.2	136.9
Total residential mobile revenue	145.6	159.6	291.9	313.6
Total residential revenue	1,036.4	1,072.7	2,101.7	2,138.5
B2B revenue (d):				
Subscription revenue	24.1	21.9	48.1	43.4
Non-subscription revenue	164.0	168.1	324.9	339.9
Total B2B revenue	188.1	190.0	373.0	383.3
Other revenue (e)	9.7	16.6	25.8	33.0
Total	£ 1,234.2	£ 1,279.3	£ 2,500.5	£ 2,554.8

(a) Residential cable subscription revenue includes amounts received from subscribers for ongoing services and the recognition of deferred installation revenue over the associated contract period. Residential cable non-subscription revenue includes, among other items, channel carriage fees, late fees and revenue from the sale of equipment.

(b) Residential subscription revenue from subscribers who purchase bundled services at a discounted rate is generally allocated proportionally to each service based on the standalone price for each individual service. As a result, changes in the standalone pricing of our cable and mobile products or the composition of bundles can contribute to changes in our product revenue categories from period to period.

(c) Residential mobile subscription revenue includes amounts received from subscribers for ongoing services. Residential mobile non-subscription revenue includes, among other items, interconnect revenue and revenue from sales of mobile handsets and other devices.

(d) B2B subscription revenue represents revenue from services to certain small or home office (**SOHO**) subscribers. SOHO subscribers pay a premium price to receive expanded service levels along with broadband internet, video, fixed-line telephony or mobile services that are the same or similar to the mass marketed products offered to our residential subscribers. B2B non-subscription revenue includes (i) revenue from business broadband internet, video, fixed-line telephony, mobile and

data services offered to medium to large enterprises and, on a wholesale basis, to other operators and (ii) revenue from long-term leases of portions of our network.

(e) Other revenue primarily includes broadcasting revenue in Ireland.

Geographic Segments

The revenue of our geographic segments is set forth below:

	Three months ended June 30,		Six months ended June 30,	
	2020	2019	2020	2019
	in millions			
U.K.	£ 1,141.8	£ 1,181.0	£ 2,311.0	£ 2,358.4
Ireland	92.4	98.3	189.5	196.4
Total	£ 1,234.2	£ 1,279.3	£ 2,500.5	£ 2,554.8

(13) Condensed Consolidating Financial Information — Senior Notes

We present the following condensed consolidating financial information as of and for the three and six months ended June 30, 2020, as required by the applicable underlying indentures. For the condensed consolidating financial information as of December 31, 2019 and for the three and six months ended June 30, 2019, see our 2019 annual report and the June 30, 2019 quarterly report, respectively.

As of June 30, 2020, Virgin Media Finance PLC (**Virgin Media Finance**) is the issuer of the following senior notes:

- $925.0 million (£747.2 million) principal amount of 2030 VM Dollar Senior Notes; and
- €500.0 million (£454.1 million) principal amount of 2030 VM Euro Senior Notes.

Our senior notes are issued by Virgin Media Finance and are guaranteed on a senior basis by Virgin Media and certain of its subsidiaries, namely Virgin Media Group LLC (**Virgin Media Group**) and Virgin Media Communications Limited (**Virgin Media Communications**). Each of Virgin Media Investment Holdings Limited (**VMIH**) and Virgin Media Investments Limited (**VMIL**) have guaranteed the senior notes on a senior subordinated basis.

Balance sheet	June 30, 2020							
	Virgin Media	Virgin Media Finance	Other guarantors	VMIH	VMIL	All other subsidiaries	Eliminations	Total
	in millions							
ASSETS								
Current assets:								
Cash and cash equivalents	£ —	£ 0.8	£ —	£ —	£ —	£ 24.9	£ —	£ 25.7
Related-party receivables	0.2	—	—	—	—	9.7	—	9.9
Other current assets:								
Third-party	1.3	—	—	183.8	—	854.0	—	1,039.1
Intercompany	—	18.2	—	10.7	—	19.7	(48.6)	—
Total current assets	1.5	19.0	—	194.5	—	908.3	(48.6)	1,074.7
Property and equipment, net	—	—	—	—	—	5,992.6	—	5,992.6
Goodwill	—	—	—	—	—	6,020.7	—	6,020.7
Investments in, and loans to, parent and subsidiary companies	6,134.4	7,583.1	6,094.5	15,991.4	14,879.3	(3,531.4)	(47,151.3)	—
Deferred income taxes	—	—	—	—	—	1,524.1	—	1,524.1
Related-party notes receivable	11.0	—	—	—	—	5,056.4	—	5,067.4
Other assets, net:								
Third-party	—	—	—	873.2	—	485.4	—	1,358.6
Intercompany	—	347.0	—	90.1	—	253.8	(690.9)	—
Total assets	£ 6,146.9	£ 7,949.1	£ 6,094.5	£ 17,149.2	£ 14,879.3	£ 16,709.9	£ (47,890.8)	£ 21,038.1
LIABILITIES AND OWNERS' EQUITY								
Current liabilities:								
Intercompany payables	£ —	£ 140.6	£ —	£ 103.3	£ —	£ 224.4	£ (468.3)	£ —
Other current liabilities:								
Third-party	0.6	3.6	—	2,080.6	—	1,351.2	—	3,436.0
Intercompany and related-party	4.9	9.9	—	38.4	—	17.6	(48.6)	22.2
Total current liabilities	5.5	154.1	—	2,222.3	—	1,593.2	(516.9)	3,458.2
Long-term debt and finance lease obligations:								
Third-party	—	1,194.8	—	120.0	—	9,349.2	—	10,664.0
Related-party	—	—	—	—	—	43.1	—	43.1
Other long-term liabilities:								
Third-party	28.2	—	—	568.0	—	178.1	—	774.3
Intercompany and related-party	—	73.5	—	600.8	—	16.6	(690.9)	—
Total liabilities	33.7	1,422.4	—	3,511.1	—	11,180.2	(1,207.8)	14,939.6
Total parent's equity	6,113.2	6,526.7	6,094.5	13,638.1	14,879.3	5,544.4	(46,683.0)	6,113.2
Noncontrolling interest	—	—	—	—	—	(14.7)	—	(14.7)
Total owners' equity	6,113.2	6,526.7	6,094.5	13,638.1	14,879.3	5,529.7	(46,683.0)	6,098.5
Total liabilities and owners' equity	£ 6,146.9	£ 7,949.1	£ 6,094.5	£ 17,149.2	£ 14,879.3	£ 16,709.9	£ (47,890.8)	£ 21,038.1

Statement of operations	Three months ended June 30, 2020							
	Virgin Media	Virgin Media Finance	Other guarantors	VMIH	VMIL	All other subsidiaries	Eliminations	Total
	in millions							
Revenue	£ —	£ —	£ —	£ —	£ —	£ 1,234.2	£ —	£ 1,234.2
Operating costs and expenses (exclusive of depreciation and amortization, shown separately below):								
Programming and other direct costs of services	—	—	—	—	—	367.9	—	367.9
Other operating	—	—	—	—	—	183.8	—	183.8
SG&A	0.3	—	—	—	—	168.1	—	168.4
Related-party fees and allocations, net	—	—	—	—	—	78.2	—	78.2
Depreciation and amortization	—	—	—	—	—	343.4	—	343.4
Impairment, restructuring and other operating items, net	—	—	—	—	—	9.4	—	9.4
	0.3	—	—	—	—	1,150.8	—	1,151.1
Operating income (loss)	(0.3)	—	—	—	—	83.4	—	83.1
Non-operating income (expense):								
Interest expense:								
Third-party	—	(16.2)	—	(29.0)	—	(99.2)	—	(144.4)
Intercompany and related-party	—	(91.0)	—	(59.4)	—	(151.7)	301.6	(0.5)
Interest income – related-party and intercompany	0.3	22.7	—	48.0	—	293.2	(301.6)	62.6
Realized and unrealized gains (losses) on derivative instruments, net:								
Third-party	—	—	—	(86.5)	—	(0.9)	—	(87.4)
Intercompany	—	(47.1)	—	57.5	—	(10.4)	—	—
Foreign currency transaction losses, net	(0.4)	(24.5)	—	(2.1)	—	(4.3)	—	(31.3)
Realized and unrealized gains due to changes in fair values of certain debt, net	—	—	—	8.5	—	—	—	8.5
Losses on debt extinguishment, net	—	(46.1)	—	(35.5)	—	(52.5)	—	(134.1)
Other income (expense), net	—	—	—	(0.1)	—	1.2	—	1.1
	(0.1)	(202.2)	—	(98.6)	—	(24.6)	—	(325.5)
Earnings (loss) before income taxes	(0.4)	(202.2)	—	(98.6)	—	58.8	—	(242.4)
Income tax benefit	1.1	—	—	—	—	37.4	—	38.5
Earnings (loss) after income taxes	0.7	(202.2)	—	(98.6)	—	96.2	—	(203.9)
Equity in net earnings (loss) of subsidiaries	(205.9)	(5.2)	(207.1)	93.3	136.9	—	188.0	—
Net earnings (loss)	(205.2)	(207.4)	(207.1)	(5.3)	136.9	96.2	188.0	(203.9)
Net earnings attributable to noncontrolling interest	—	—	—	—	—	(1.3)	—	(1.3)
Net earnings (loss) attributable to parent	£ (205.2)	£ (207.4)	£ (207.1)	£ (5.3)	£ 136.9	£ 94.9	£ 188.0	£ (205.2)
Total comprehensive earnings (loss)	£ (211.1)	£ (213.6)	£ (213.3)	£ (11.5)	£ 130.7	£ 90.0	£ 219.0	£ (209.8)
Comprehensive earnings attributable to noncontrolling interest	—	—	—	—	—	(1.3)	—	(1.3)
Comprehensive earnings (loss) attributable to parent	£ (211.1)	£ (213.6)	£ (213.3)	£ (11.5)	£ 130.7	£ 88.7	£ 219.0	£ (211.1)

Statement of operations	Six months ended June 30, 2020							
	Virgin Media	Virgin Media Finance	Other guarantors	VMIH	VMIL	All other subsidiaries	Eliminations	Total
	in millions							
Revenue	£ —	£ —	£ —	£ —	£ —	£ 2,500.5	£ —	£ 2,500.5
Operating costs and expenses (exclusive of depreciation and amortization, shown separately below):								
Programming and other direct costs of services	—	—	—	—	—	771.5	—	771.5
Other operating	—	—	—	—	—	372.6	—	372.6
SG&A	0.6	—	—	—	—	338.6	—	339.2
Related-party fees and allocations, net	—	—	—	—	—	152.4	—	152.4
Depreciation and amortization	—	—	—	—	—	682.7	—	682.7
Impairment, restructuring and other operating items, net	—	—	—	—	—	14.2	—	14.2
	0.6	—	—	—	—	2,332.0	—	2,332.6
Operating income (loss)	(0.6)	—	—	—	—	168.5	—	167.9
Non-operating income (expense):								
Interest expense:								
Third-party	—	(32.9)	—	(55.5)	—	(204.5)	—	(292.9)
Intercompany and related-party	—	(184.2)	—	(117.1)	—	(304.1)	604.3	(1.1)
Interest income – related-party and intercompany	0.5	44.8	—	94.1	—	591.8	(604.3)	126.9
Realized and unrealized gains (losses) on derivative instruments, net:								
Third-party	—	—	—	399.3	—	(1.9)	—	397.4
Intercompany	—	151.4	—	(292.6)	—	141.2	—	—
Foreign currency transaction losses, net	(13.0)	(278.1)	—	(46.9)	—	(69.0)	—	(407.0)
Realized and unrealized gains due to changes in fair values of certain debt, net	—	—	—	7.1	—	—	—	7.1
Losses on debt extinguishment, net	—	(46.1)	—	(35.5)	—	(52.5)	—	(134.1)
Other income (expense), net	—	—	—	(0.6)	—	2.8	—	2.2
	(12.5)	(345.1)	—	(47.7)	—	103.8	—	(301.5)
Earnings (loss) before income taxes	(13.1)	(345.1)	—	(47.7)	—	272.3	—	(133.6)
Income tax benefit (expense)	(4.3)	—	—	—	—	17.1	—	12.8
Earnings (loss) after income taxes	(17.4)	(345.1)	—	(47.7)	—	289.4	—	(120.8)
Equity in net earnings (loss) of subsidiaries	(106.1)	237.7	(107.3)	285.4	222.6	—	(532.3)	—
Net earnings (loss)	(123.5)	(107.4)	(107.3)	237.7	222.6	289.4	(532.3)	(120.8)
Net earnings attributable to noncontrolling interest	—	—	—	—	—	(2.7)	—	(2.7)
Net earnings (loss) attributable to parent	£ (123.5)	£ (107.4)	£ (107.3)	£ 237.7	£ 222.6	£ 286.7	£ (532.3)	£ (123.5)
Total comprehensive earnings (loss)	£ (122.7)	£ (122.1)	£ (122.0)	£ 223.0	£ 207.9	£ 274.7	£ (458.8)	£ (120.0)
Comprehensive earnings attributable to noncontrolling interest	—	—	—	—	—	(2.7)	—	(2.7)
Comprehensive earnings (loss) attributable to parent	£ (122.7)	£ (122.1)	£ (122.0)	£ 223.0	£ 207.9	£ 272.0	£ (458.8)	£ (122.7)

Statement of cash flows	Six months ended June 30, 2020				
	Virgin Media	Virgin Media Finance	VMIH	All other subsidiaries	Total
			in millions		
Cash flows from operating activities:					
Net cash provided (used) by operating activities	£ (5.0)	£ (322.2)	£ (140.4)	£ 1,322.8	£ 855.2
Cash flows from investing activities:					
Advances to related parties, net	—	—	—	(291.5)	(291.5)
Capital expenditures, net	—	—	—	(214.9)	(214.9)
Net cash used by investing activities	—	—	—	(506.4)	(506.4)
Cash flows from financing activities:					
Repayments and repurchases of third-party debt and finance lease obligations	—	(1,271.4)	(2,283.7)	(1,004.6)	(4,559.7)
Borrowings of third-party debt	—	1,188.9	1,899.2	1,198.8	4,286.9
Payment of financing costs and debt premiums	—	(48.5)	(37.9)	(56.7)	(143.1)
Net cash received related to derivative instruments	—	—	83.1	—	83.1
Net repayments of related-party debt	—	—	—	(14.4)	(14.4)
Contributions (distributions)	2.8	452.6	479.7	(935.1)	—
Other financing activities, net	—	—	—	(5.1)	(5.1)
Net cash provided (used) by financing activities	2.8	321.6	140.4	(817.1)	(352.3)
Effect of exchange rate changes on cash and cash equivalents and restricted cash	2.2	—	—	—	2.2
Net decrease in cash and cash equivalents and restricted cash	—	(0.6)	—	(0.7)	(1.3)
Cash and cash equivalents and restricted cash:					
Beginning of period	—	1.4	—	57.3	58.7
End of period	£ —	£ 0.8	£ —	£ 56.6	£ 57.4
Details of end of period cash and cash equivalents and restricted cash:					
Cash and cash equivalents	£ —	£ 0.8	£ —	£ 24.9	£ 25.7
Restricted cash included in other current assets and other assets, net	—	—	—	31.7	31.7
Total cash and cash equivalents and restricted cash	£ —	£ 0.8	£ —	£ 56.6	£ 57.4

(14) Condensed Consolidating Financial Information — Senior Secured Notes

We present the following condensed consolidating financial information as of and for the three and six months ended June 30, 2020, as required by the applicable underlying indentures. For the condensed consolidating financial information as of December 31, 2019 and for the three and six months ended June 30, 2019, see our 2019 annual report and the June 30, 2019 quarterly report, respectively.

As of June 30, 2020, Virgin Media Secured Finance PLC (**Virgin Media Secured Finance**) is the issuer of the following senior secured notes:

- £441.3 million principal amount of 2025 VM Sterling Senior Secured Notes;
- $750.0 million (£605.8 million) principal amount of 2026 VM Dollar Senior Secured Notes;
- £675.0 million principal amount of 2027 VM Sterling Senior Secured Notes;
- $1,425.0 million (£1,151.1 million) principal amount of 2029 VM Dollar Senior Secured Notes;
- £340.0 million principal amount of 2029 VM Sterling Senior Secured Notes;
- £400.0 million principal amount of 2030 VM 4.25% Sterling Senior Secured Notes;
- $650.0 million (£525.1 million) principal amount of 2030 VM Dollar Senior Secured Notes; and
- £450.0 million principal amount of 2030 VM 4.125% Sterling Senior Secured Notes.

Our senior secured notes are issued by Virgin Media Secured Finance and are guaranteed on a senior basis by Virgin Media, Virgin Media Group, Virgin Media Communications, VMIH and VMIL. They also rank pari passu with and, subject to certain exceptions, share in the same guarantees and security which have been granted in favor of our VM Credit Facilities.

Balance sheet	June 30, 2020					
	Virgin Media	Virgin Media Secured Finance	Guarantors	Non-Guarantors	Eliminations	Total
	in millions					
ASSETS						
Current assets:						
Cash and cash equivalents	£ —	£ —	£ 18.0	£ 7.7	£ —	£ 25.7
Related-party receivables	0.2	—	8.3	1.4	—	9.9
Other current assets:						
Third-party	1.3	—	780.0	257.8	—	1,039.1
Intercompany	—	19.7	28.9	—	(48.6)	—
Total current assets	1.5	19.7	835.2	266.9	(48.6)	1,074.7
Property and equipment, net	—	—	5,426.3	566.3	—	5,992.6
Goodwill	—	—	5,793.8	226.9	—	6,020.7
Investments in, and loans to, parent and subsidiary companies	6,134.4	4,450.7	(2,331.0)	3,016.2	(11,270.3)	—
Deferred income taxes	—	—	1,524.1	—	—	1,524.1
Related-party notes receivable	11.0	—	—	5,056.4	—	5,067.4
Other assets, net:						
Third-party	—	—	1,205.7	152.9	—	1,358.6
Intercompany	—	253.8	437.1	—	(690.9)	—
Total assets	£ 6,146.9	£ 4,724.2	£ 12,891.2	£ 9,285.6	£ (12,009.8)	£ 21,038.1
LIABILITIES AND OWNERS' EQUITY						
Current liabilities:						
Intercompany payables	£ —	£ —	£ 257.5	£ 210.8	£ (468.3)	£ —
Other current liabilities:						
Third-party	0.6	46.4	3,261.2	127.8	—	3,436.0
Intercompany and related-party	4.9	1.5	62.1	2.3	(48.6)	22.2
Total current liabilities	5.5	47.9	3,580.8	340.9	(516.9)	3,458.2
Long-term debt and finance lease obligations:						
Third-party	—	4,600.0	5,583.7	480.3	—	10,664.0
Related-party	—	—	—	43.1	—	43.1
Other long-term liabilities:						
Third-party	28.2	—	723.6	22.5	—	774.3
Intercompany and related-party	—	14.6	674.3	2.0	(690.9)	—
Total liabilities	33.7	4,662.5	10,562.4	888.8	(1,207.8)	14,939.6
Total parent's equity	6,113.2	61.7	2,328.8	8,411.5	(10,802.0)	6,113.2
Noncontrolling interest	—	—	—	(14.7)	—	(14.7)
Total owners' equity	6,113.2	61.7	2,328.8	8,396.8	(10,802.0)	6,098.5
Total liabilities and owners' equity	£ 6,146.9	£ 4,724.2	£ 12,891.2	£ 9,285.6	£ (12,009.8)	£ 21,038.1

Statement of operations	Three months ended June 30, 2020					
	Virgin Media	Virgin Media Secured Finance	Guarantors	Non-Guarantors	Eliminations	Total
	in millions					
Revenue	£ —	£ —	£ 1,094.0	£ 140.2	£ —	£ 1,234.2
Operating costs and expenses (exclusive of depreciation and amortization, shown separately below):						
Programming and other direct costs of services	—	—	329.6	38.3	—	367.9
Other operating	—	—	163.7	20.1	—	183.8
SG&A	0.3	—	146.8	21.3	—	168.4
Related-party fees and allocations, net	—	—	61.6	16.6	—	78.2
Depreciation and amortization	—	—	315.5	27.9	—	343.4
Impairment, restructuring and other operating items, net	—	—	8.3	1.1	—	9.4
	0.3	—	1,025.5	125.3	—	1,151.1
Operating income (loss)	(0.3)	—	68.5	14.9	—	83.1
Non-operating income (expense):						
Interest expense:						
Third-party	—	(63.3)	(78.6)	(2.5)	—	(144.4)
Intercompany and related-party	—	—	(176.5)	(125.6)	301.6	(0.5)
Interest income – related-party and intercompany	0.3	61.3	166.3	136.3	(301.6)	62.6
Realized and unrealized gains (losses) on derivative instruments, net:						
Third-party	—	—	(86.5)	(0.9)	—	(87.4)
Intercompany	—	(9.3)	10.4	(1.1)	—	—
Foreign currency transaction gains (losses), net	(0.4)	2.1	(50.0)	17.0	—	(31.3)
Realized and unrealized gains due to changes in fair values of certain debt, net	—	—	8.5	—	—	8.5
Losses on debt extinguishment, net	—	(52.5)	(81.6)	—	—	(134.1)
Other income (expense), net	—	(0.1)	1.2	—	—	1.1
	(0.1)	(61.8)	(286.8)	23.2	—	(325.5)
Earnings (loss) before income taxes	(0.4)	(61.8)	(218.3)	38.1	—	(242.4)
Income tax benefit	1.1	—	37.4	—	—	38.5
Earnings (loss) after income taxes	0.7	(61.8)	(180.9)	38.1	—	(203.9)
Equity in net loss of subsidiaries	(205.9)	—	(26.5)	(243.9)	476.3	—
Net loss	(205.2)	(61.8)	(207.4)	(205.8)	476.3	(203.9)
Net earnings attributable to noncontrolling interest	—	—	—	(1.3)	—	(1.3)
Net loss attributable to parent	£ (205.2)	£ (61.8)	£ (207.4)	£ (207.1)	£ 476.3	£ (205.2)
Total comprehensive loss	£ (211.1)	£ (61.8)	£ (213.6)	£ (212.0)	£ 488.7	£ (209.8)
Comprehensive earnings attributable to noncontrolling interest	—	—	—	(1.3)	—	(1.3)
Comprehensive loss attributable to parent	£ (211.1)	£ (61.8)	£ (213.6)	£ (213.3)	£ 488.7	£ (211.1)

Statement of operations	Six months ended June 30, 2020					
	Virgin Media	Virgin Media Secured Finance	Guarantors	Non-Guarantors	Eliminations	Total
	in millions					
Revenue	£ —	£ —	£ 2,212.7	£ 287.8	£ —	£ 2,500.5
Operating costs and expenses (exclusive of depreciation and amortization, shown separately below):						
Programming and other direct costs of services	—	—	685.0	86.5	—	771.5
Other operating	—	—	329.4	43.2	—	372.6
SG&A	0.6	—	294.8	43.8	—	339.2
Related-party fees and allocations, net	—	—	117.7	34.7	—	152.4
Depreciation and amortization	—	—	627.8	54.9	—	682.7
Impairment, restructuring and other operating items, net	—	—	13.0	1.2	—	14.2
	0.6	—	2,067.7	264.3	—	2,332.6
Operating income (loss)	(0.6)	—	145.0	23.5	—	167.9
Non-operating income (expense):						
Interest expense:						
Third-party	—	(125.7)	(162.7)	(4.5)	—	(292.9)
Intercompany and related-party	—	—	(359.6)	(245.8)	604.3	(1.1)
Interest income – related-party and intercompany	0.5	121.1	338.7	270.9	(604.3)	126.9
Realized and unrealized gains (losses) on derivative instruments, net:						
Third-party	—	—	399.3	(1.9)	—	397.4
Intercompany	—	144.1	(140.8)	(3.3)	—	—
Foreign currency transaction gains (losses), net	(13.0)	(70.5)	(367.3)	43.8	—	(407.0)
Realized and unrealized gains due to changes in fair values of certain debt, net	—	—	7.1	—	—	7.1
Losses on debt extinguishment, net	—	(52.5)	(81.6)	—	—	(134.1)
Other income (loss), net	—	(0.1)	2.3	—	—	2.2
	(12.5)	16.4	(364.6)	59.2	—	(301.5)
Earnings (loss) before income taxes	(13.1)	16.4	(219.6)	82.7	—	(133.6)
Income tax benefit (expense)	(4.3)	—	17.1	—	—	12.8
Earnings (loss) after income taxes	(17.4)	16.4	(202.5)	82.7	—	(120.8)
Equity in net earnings (loss) of subsidiaries	(106.1)	—	95.1	(187.3)	198.3	—
Net earnings (loss)	(123.5)	16.4	(107.4)	(104.6)	198.3	(120.8)
Net earnings attributable to noncontrolling interest	—	—	—	(2.7)	—	(2.7)
Net earnings (loss) attributable to parent	£ (123.5)	£ 16.4	£ (107.4)	£ (107.3)	£ 198.3	£ (123.5)
Total comprehensive earnings (loss)	£ (122.7)	£ 16.4	£ (122.1)	£ (119.3)	£ 227.7	£ (120.0)
Comprehensive earnings attributable to noncontrolling interest	—	—	—	(2.7)	—	(2.7)
Comprehensive earnings (loss) attributable to parent	£ (122.7)	£ 16.4	£ (122.1)	£ (122.0)	£ 227.7	£ (122.7)

Statement of cash flows	Six months ended June 30, 2020				
	Virgin Media	Virgin Media Secured Finance	Guarantors	Non-Guarantors	Total
			in millions		
Cash flows from operating activities:					
Net cash provided (used) by operating activities	£ (5.0)	£ (75.9)	£ 610.7	£ 325.4	£ 855.2
Cash flows from investing activities:					
Advances to related parties, net	—	—	—	(291.5)	(291.5)
Capital expenditures, net	—	—	(193.3)	(21.6)	(214.9)
Net cash used by investing activities	—	—	(193.3)	(313.1)	(506.4)
Cash flows from financing activities:					
Repayments and repurchases of third-party debt and finance lease obligations	—	(965.0)	(3,557.7)	(37.0)	(4,559.7)
Borrowings of third-party debt	—	979.2	3,088.1	219.6	4,286.9
Payment of financing costs and debt premiums	—	(55.5)	(87.6)	—	(143.1)
Net cash received related to derivative instruments	—	—	83.1	—	83.1
Net repayments of related party debt	—	—	—	(14.4)	(14.4)
Contributions (distributions)	2.8	117.2	67.0	(187.0)	—
Other financing activities, net	—	—	(2.6)	(2.5)	(5.1)
Net cash provided (used) by financing activities	2.8	75.9	(409.7)	(21.3)	(352.3)
Effect of exchange rate changes on cash and cash equivalents and restricted cash	2.2	—	—	—	2.2
Net increase (decrease) in cash and cash equivalents and restricted cash	—	—	7.7	(9.0)	(1.3)
Cash and cash equivalents and restricted cash:					
Beginning of period	—	—	39.2	19.5	58.7
End of period	£ —	£ —	£ 46.9	£ 10.5	£ 57.4
Details of end of period cash and cash equivalents and restricted cash:					
Cash and cash equivalents	£ —	£ —	£ 18.0	£ 7.7	£ 25.7
Restricted cash included in other current assets and other assets, net	—	—	28.9	2.8	31.7
Total cash and cash equivalents and restricted cash	£ —	£ —	£ 46.9	£ 10.5	£ 57.4

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis, which should be read in conjunction with our condensed consolidated financial statements and the discussion and analysis included in our 2019 annual report, is intended to assist in providing an understanding of our financial condition, changes in financial condition and results of operations and is organized as follows:

- *Forward-looking Statements.* This section provides a description of certain factors that could cause actual results or events to differ materially from anticipated results or events.
- *Overview.* This section provides a general description of our business and recent events.
- *Material Changes in Results of Operations.* This section provides an analysis of our results of operations for the three and six months ended June 30, 2020 and 2019.
- *Material Changes in Financial Condition.* This section provides an analysis of our corporate and subsidiary liquidity, condensed consolidated statements of cash flows and contractual commitments.

The capitalized terms used below have been defined in the notes to our condensed consolidated financial statements. In the following text, the terms "we," "our," "our company" and "us" may refer, as the context requires, to Virgin Media or collectively to Virgin Media and its subsidiaries.

Unless otherwise indicated, convenience translations into pound sterling are calculated as of June 30, 2020.

Forward-looking Statements

Certain statements in this quarterly report constitute forward-looking statements. To the extent that statements in this quarterly report are not recitations of historical fact, such statements constitute forward-looking statements, which, by definition, involve risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. In particular, statements under *Management's Discussion and Analysis of Financial Condition and Results of Operations* may contain forward-looking statements, including statements regarding our business, product, foreign currency and finance strategies, future network extensions, subscriber growth and retention rates, competitive, regulatory and economic factors, the timing and impacts of proposed transactions, the maturity of our markets, the potential impact of COVID-19 on our company, the anticipated impacts of new legislation (or changes to existing rules and regulations), anticipated changes in our revenue, costs or growth rates, our liquidity, credit risks, foreign currency risks, interest rate risks, target leverage levels, debt covenants, our future projected contractual commitments and cash flows and other information and statements that are not historical fact. Where, in any forward-looking statement, we express an expectation or belief as to future results or events, such expectation or belief is expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the expectation or belief will result or be achieved or accomplished. In evaluating these statements, you should consider the risks and uncertainties discussed in our 2019 annual report and this quarterly report, as well as the following list of some but not all of the factors that could cause actual results or events to differ materially from anticipated results or events:

- economic and business conditions and industry trends in the U.K. and Ireland;
- the competitive environment in the broadband internet, cable television and telecommunications industries in the U.K. and Ireland, including competitor responses to our products and services;
- fluctuations in currency exchange rates and interest rates;
- instability in global financial markets, including sovereign debt issues in the E.U. and related fiscal reforms;
- consumer disposable income and spending levels, including the availability and amount of individual consumer debt;
- changes in consumer television viewing and broadband internet usage preferences and habits;
- consumer acceptance of our existing service offerings, including our broadband internet, cable television, fixed-line telephony, mobile and business service offerings, and of new technology, programming alternatives and other products and services that we may offer in the future;

- our ability to manage rapid technological changes;
- our ability to maintain or increase the number of subscriptions to our broadband internet, cable television, fixed-line telephony and mobile service offerings and our average revenue per household;
- our ability to provide satisfactory customer service, including support for new and evolving products and services;
- our ability to maintain or increase rates to our subscribers or to pass through increased costs to our subscribers;
- the impact of our future financial performance, or market conditions generally, on the availability, terms and deployment of capital;
- changes in, or failure or inability to comply with, government regulations in the U.K. and Ireland and adverse outcomes from regulatory proceedings;
- government intervention that impairs our competitive position, including any intervention that would open our broadband distribution networks to competitors and any adverse change in our accreditations or licenses;
- our ability to obtain regulatory approval and satisfy other conditions necessary to close acquisitions and dispositions and the impact of conditions imposed by competition and other regulatory authorities in connection with acquisitions;
- our ability to successfully acquire new businesses and, if acquired, to integrate, realize anticipated efficiencies from, and implement our business plan with respect to, the businesses we have acquired or that we expect to acquire;
- changes in laws or treaties relating to taxation, or the interpretation thereof, in the U.K. and Ireland;
- changes in laws and government regulations that may impact the availability and cost of capital and the derivative instruments that hedge certain of our financial risks;
- our ability to navigate the potential impacts on our business of the U.K.'s departure from the E.U.;
- the ability of suppliers and vendors (including our third-party wireless network providers under our MVNO arrangements) to timely deliver quality products, equipment, software, services and access;
- the availability of attractive programming for our video services and the costs associated with such programming;
- uncertainties inherent in the development and integration of new business lines and business strategies;
- our ability to adequately forecast and plan future network requirements, including the costs and benefits associated with the Network Extension;
- the availability of capital for the acquisition and/or development of telecommunications networks and services;
- problems we may discover post-closing with the operations, including the internal controls and financial reporting process, of businesses we acquire;
- the leakage of sensitive customer data;
- the outcome of any pending or threatened litigation;
- the loss of key employees and the availability of qualified personnel;
- changes in the nature of key strategic relationships with partners and joint venturers;

- adverse changes in public perception of the "Virgin" brand, which we and others license from Virgin Enterprises Limited, and any resulting impacts on the goodwill of customers toward us; and

- events that are outside of our control, such as political unrest in international markets, terrorist attacks, malicious human acts, natural disasters, pandemics or epidemics (such as COVID-19) and other similar events.

The broadband distribution and mobile service industries are changing rapidly and, therefore, the forward-looking statements of expectations, plans and intent in this quarterly report are subject to a significant degree of risk. These forward-looking statements and the above-described risks, uncertainties and other factors speak only as of the date of this quarterly report, and we expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein, to reflect any change in our expectations with regard thereto, or any other change in events, conditions or circumstances on which any such statement is based. Readers are cautioned not to place undue reliance on any forward-looking statement.

Overview

General

We are a subsidiary of Liberty Global that provides broadband internet, video, fixed-line telephony, mobile and broadcasting services in the U.K. and Ireland. We are one of the U.K.'s and Ireland's largest providers of broadband internet, residential video, and fixed-line telephony services in terms of the number of customers. We believe our advanced, deep-fiber cable access network enables us to offer faster and higher quality broadband internet services than our digital subscriber line market participants. As a result, we provide our customers with a leading next generation broadband internet service and one of the most advanced interactive television services available in the U.K. and Irish markets.

Operations

At June 30, 2020, our network passed 16,013,700 homes and served 5,982,900 fixed-line customers and 3,371,900 mobile subscribers.

During the first six months of 2020, pursuant to the Network Extension, we connected approximately 186,000 additional residential and commercial premises (excluding upgrades) to our two-way networks in the U.K. and Ireland. Depending on a variety of factors, including the financial and operational results of this program, the Network Extension may be continued, modified or cancelled at our discretion.

Impact of COVID-19

In March 2020, the World Health Organization declared the outbreak of COVID-19 to be a global pandemic. In response to the COVID-19 pandemic, emergency measures were imposed by governments worldwide, including travel restrictions, restrictions on social activity and the shutdown of non-essential businesses. These measures have adversely impacted the global economy, disrupted global supply chains and created significant volatility and disruption of financial markets. While it is not currently possible to estimate the duration and severity of the COVID-19 pandemic or the adverse economic impact resulting from the preventative measures taken to contain or mitigate its outbreak, an extended period of global economic disruption could have a material adverse impact on our business, financial condition and results of operations in future periods, including with respect to, among other items, (i) our ability to access capital necessary to fund property and equipment additions, debt service requirements, acquisitions and other investment opportunities or other liquidity needs, (ii) the ability of our customers to pay for our products and services, (iii) our ability to maintain or increase our residential and business subscriber levels, (iv) our ability to offer attractive programming, particularly in consideration of the recent cancellation of numerous worldwide sporting events, and (v) the ability of our suppliers and vendors to provide products and services to us. We may also be adversely impacted by any government mandated regulations on our business that could be implemented in response to the COVID-19 pandemic. In addition, the countries in which we operate may seek new or increased revenue sources due to fiscal deficits that result from measures taken to mitigate the adverse economic impacts of COVID-19, such as by imposing new taxes on the products and services we provide. We are currently unable to predict the extent of any of these potential adverse effects. For information regarding the impact of COVID-19 on our results of operations for the three and six months ended June 30, 2020, see *Discussion and Analysis of our Results of Operations* below.

Competition and Other External Factors

We are experiencing competition from incumbent telecommunications operators, direct-to-home satellite operators and/or other providers. This competition, together with macroeconomic and regulatory factors, has adversely impacted our revenue, number of customers and/or average monthly subscription revenue per fixed-line customer or mobile subscriber, as applicable (**ARPU**). For additional information regarding the revenue impact of changes in fixed-line customers and ARPU, see *Discussion and Analysis of our Results of Operations* below.

In addition to competition, our operations are subject to macroeconomic, political and other risks that are outside of our control. For example, on June 23, 2016, the U.K. held a referendum in which voters approved, on an advisory basis, an exit from the E.U., commonly referred to as "**Brexit**." The U.K. formally exited the E.U. on January 31, 2020, and has now entered into a transition period until December 31, 2020, during which the U.K. and the E.U. will negotiate to formalize the future U.K.-E.U. relationship with respect to a number of matters, most notably trade. Although the U.K. has ceased to be an E.U. member, during the transition period their trading relationship will remain the same and the U.K. will continue to follow the E.U.'s rules, such as accepting rulings from the European Court of Justice, and the U.K. will continue to contribute to the E.U.'s budget. Uncertainty remains as to what specific terms of separation may be agreed during the transition period. It is possible that the U.K. will fail to agree to specific separation terms with the E.U. by the end of the transition period, which, absent extension, may require the U.K. to leave the E.U. under a so-called "hard Brexit" or "no-deal Brexit" without specific agreements on trade, finance and other key elements. The foregoing has caused uncertainty as to Brexit's impact on the free movement of goods, services, people and capital between the U.K. and the E.U., customer behavior, economic conditions, interest rates, currency exchange rates and availability of capital. The effects of Brexit could adversely affect our business, results of operations and financial condition.

Discussion and Analysis of our Results of Operations

General

Most of our revenue is subject to VAT or similar revenue-based taxes. Any increases in these taxes could have an adverse impact on our ability to maintain or increase our revenue to the extent that we are unable to pass such tax increases on to our customers. In the case of revenue-based taxes for which we are the ultimate taxpayer, we will also experience increases in our operating expenses and corresponding declines in our Segment Adjusted EBITDA and Segment Adjusted EBITDA margin (Segment Adjusted EBITDA divided by revenue) to the extent of any such tax increases. As we use the term, "**Segment Adjusted EBITDA**" (previously referred to as "Segment OCF") is defined as earnings (loss) before net income tax benefit (expense), other non-operating income or expenses, net gains (losses) on extinguishment of debt, net realized and unrealized gains (losses) due to changes in fair value of certain debt, net foreign currency gains (losses), net realized and unrealized gains (losses) on derivative instruments, net interest expense, net interest income, depreciation and amortization, share-based compensation, provisions and provision releases related to significant litigation and impairment, restructuring and other operating items. Other operating items include (i) gains and losses on the disposition of long-lived assets, (ii) third-party costs directly associated with successful and unsuccessful acquisitions and dispositions, including legal, advisory and due diligence fees, as applicable, and (iii) other acquisition-related items, such as gains and losses on the settlement of contingent consideration. Segment Adjusted EBITDA is a non-GAAP measure, which we believe is a meaningful measure because it represents a transparent view of our recurring operating performance that is unaffected by our capital structure and allows management to (1) readily view operating trends and (2) identify strategies to improve operating performance in the U.K. and Ireland. Investors should view Segment Adjusted EBITDA as a supplement to, and not a substitute for, GAAP measures of performance included in our condensed consolidated statements of operations.

We pay interconnection fees to other telephony providers when calls or text messages from our subscribers terminate on another network, and we receive similar fees from such providers when calls or text messages from their customers terminate on our networks or networks that we access through MVNO or other arrangements. The amounts we charge and incur with respect to fixed-line telephony and mobile interconnection fees are subject to regulatory oversight. To the extent that regulatory authorities introduce fixed-line or mobile termination rate changes, we would experience prospective changes and, in very limited cases, we could experience retroactive changes in our interconnect revenue and/or costs. The ultimate impact of any such changes in termination rates on our Segment Adjusted EBITDA would be dependent on the call or text messaging patterns that are subject to the changed termination rates.

We are subject to inflationary pressures with respect to certain costs and foreign currency exchange risk with respect to costs and expenses that are denominated in currencies other than British pound sterling. Any cost increases that we are not able to pass on to our subscribers through rate increases would result in increased pressure on our operating margins.

Revenue

General. We derive our revenue primarily from residential and B2B communications services, including broadband internet, video, fixed-line telephony and mobile services.

Variances in the subscription revenue that we receive from our customers are a function of (i) changes in the number of our fixed-line customers or mobile subscribers outstanding during the period and (ii) changes in ARPU. Changes in ARPU can be attributable to (a) changes in prices, (b) changes in bundling or promotional discounts, (c) changes in the tier of services selected, (d) variances in subscriber usage patterns and (e) the overall mix of cable and mobile products during the period.

Our revenue by major category is set forth below:

	Three months ended June 30,		Increase (decrease)		Organic increase (decrease)
	2020	2019	£	%	%
	in millions, except percentages				
Residential revenue:					
Residential cable revenue (a):					
Subscription revenue (b):					
Broadband internet	£ 426.2	£ 418.2	£ 8.0	1.9	1.8
Video	253.9	263.8	(9.9)	(3.8)	(3.8)
Fixed-line telephony	199.2	216.3	(17.1)	(7.9)	(8.0)
Total subscription revenue	879.3	898.3	(19.0)	(2.1)	(2.2)
Non-subscription revenue	11.5	14.8	(3.3)	(22.3)	(22.6)
Total residential cable revenue	890.8	913.1	(22.3)	(2.4)	(2.5)
Residential mobile revenue (c):					
Subscription revenue (b)	87.8	89.2	(1.4)	(1.6)	(1.7)
Non-subscription revenue	57.8	70.4	(12.6)	(17.9)	(17.9)
Total residential mobile revenue	145.6	159.6	(14.0)	(8.8)	(8.8)
Total residential revenue	1,036.4	1,072.7	(36.3)	(3.4)	(3.5)
B2B revenue (d):					
Subscription revenue	24.1	21.9	2.2	10.0	9.9
Non-subscription revenue	164.0	168.1	(4.1)	(2.4)	(2.4)
Total B2B revenue	188.1	190.0	(1.9)	(1.0)	(1.1)
Other revenue (e)	9.7	16.6	(6.9)	(41.6)	(42.5)
Total	£ 1,234.2	£ 1,279.3	£ (45.1)	(3.5)	(3.6)

	Six months ended June 30,		Increase (decrease)		Organic increase (decrease)
	2020	2019	£	%	%
	in millions, except percentages				
Residential revenue:					
Residential cable revenue (a):					
Subscription revenue (b):					
Broadband internet	£ 852.2	£ 831.3	£ 20.9	2.5	2.5
Video	531.6	530.3	1.3	0.2	0.2
Fixed-line telephony	399.6	433.9	(34.3)	(7.9)	(7.9)
Total subscription revenue	1,783.4	1,795.5	(12.1)	(0.7)	(0.7)
Non-subscription revenue	26.4	29.4	(3.0)	(10.2)	(10.4)
Total residential cable revenue	1,809.8	1,824.9	(15.1)	(0.8)	(0.8)
Residential mobile revenue (c):					
Subscription revenue (b)	177.7	176.7	1.0	0.6	0.5
Non-subscription revenue	114.2	136.9	(22.7)	(16.6)	(16.6)
Total residential mobile revenue	291.9	313.6	(21.7)	(6.9)	(6.9)
Total residential revenue	2,101.7	2,138.5	(36.8)	(1.7)	(1.7)
B2B revenue (d):					
Subscription revenue	48.1	43.4	4.7	10.8	10.8
Non-subscription revenue	324.9	339.9	(15.0)	(4.4)	(4.4)
Total B2B revenue	373.0	383.3	(10.3)	(2.7)	(2.8)
Other revenue (e)	25.8	33.0	(7.2)	(21.8)	(21.9)
Total	£ 2,500.5	£ 2,554.8	£ (54.3)	(2.1)	(2.1)

(a) Residential cable subscription revenue includes amounts received from subscribers for ongoing services and the recognition of deferred installation revenue over the associated contract period. Residential cable non-subscription revenue includes, among other items, channel carriage fees, late fees and revenue from the sale of equipment.

(b) Residential subscription revenue from subscribers who purchase bundled services at a discounted rate is generally allocated proportionally to each service based on the standalone price for each individual service. As a result, changes in the standalone pricing of our cable and mobile products or the composition of bundles can contribute to changes in our product revenue categories from period to period.

(c) Residential mobile subscription revenue includes amounts received from subscribers for ongoing services. Residential mobile non-subscription revenue includes, among other items, interconnect revenue and revenue from sales of mobile handsets and other devices. Residential mobile interconnect revenue was £13.4 million and £15.4 million during the three months ended June 30, 2020 and 2019, respectively, and £28.9 million and £31.3 million during the six months ended June 30, 2020 and 2019, respectively.

(d) B2B subscription revenue represents revenue from SOHO subscribers. SOHO subscribers pay a premium price to receive expanded service levels along with broadband internet, video, fixed-line telephony or mobile services that are the same or similar to the mass marketed products offered to our residential subscribers. A portion of the increase in our B2B subscription revenue is attributable to the conversion of certain residential subscribers to SOHO subscribers. B2B non-subscription revenue includes (i) revenue from business broadband internet, video, fixed-line telephony, mobile and data services offered to medium to large enterprises and, on a wholesale basis, to other operators and (ii) revenue from long-term leases of portions of our network.

(e) Other revenue primarily includes broadcasting revenue in Ireland.

The details of the decreases in our revenue during the three and six months ended June 30, 2020, as compared to the corresponding periods in 2019, are set forth below:

	Three-month period			Six-month period		
	Subscription revenue	Non-subscription revenue	Total	Subscription revenue	Non-subscription revenue	Total
	in millions					
Decrease in residential cable subscription revenue due to change in:						
Average number of customers	£ (2.6)	£ —	£ (2.6)	£ (5.5)	£ —	£ (5.5)
ARPU (a)	(17.1)	—	(17.1)	(6.7)	—	(6.7)
Decrease in residential cable non-subscription revenue (b)	—	(3.3)	(3.3)	—	(3.0)	(3.0)
Total decrease in residential cable revenue	(19.7)	(3.3)	(23.0)	(12.2)	(3.0)	(15.2)
Increase (decrease) in residential mobile revenue (c)	(1.7)	(12.6)	(14.3)	1.0	(22.7)	(21.7)
Increase (decrease) in B2B revenue (d)	2.2	(4.2)	(2.0)	4.7	(15.2)	(10.5)
Decrease in other revenue (e)	—	(7.1)	(7.1)	—	(7.0)	(7.0)
Total organic decrease	(19.2)	(27.2)	(46.4)	(6.5)	(47.9)	(54.4)
Impact of foreign currency translation effects (**FX**)	1.1	0.2	1.3	0.3	(0.2)	0.1
Total	£ (18.1)	£ (27.0)	£ (45.1)	£ (6.2)	£ (48.1)	£ (54.3)

(a) The decreases in cable subscription revenue related to changes in ARPU include lower revenue of approximately £22 million during the second quarter of 2020 associated with the pausing or cancellation of certain sporting events due to the COVID-19 pandemic, including (i) credits that were given to certain customers and (ii) the estimated impact of certain customers canceling their premium sports subscriptions.

(b) The decreases in residential cable non-subscription revenue are primarily attributable to lower revenue from late fees in the U.K., largely related to the temporary suspension of late payment charges during the COVID-19 pandemic.

(c) The decreases in residential mobile non-subscription revenue are primarily attributable to (i) decreases in revenue from mobile handset sales in the U.K., due in large part to the impact of retail store closures during the COVID-19 pandemic, and (ii) lower interconnect and mobile roaming revenue driven by stay-at-home behaviors during the COVID-19 pandemic. The decreases in residential mobile non-subscription revenue also include the unfavorable impact of £4.1 million of revenue recognized during the second quarter of 2019 in connection with the sale of rights to future commission payments on customer handset insurance arrangements in the U.K.

(d) The increases in B2B subscription revenue are primarily due to increases in the average number of SOHO customers in the U.K. The decreases in B2B non-subscription revenue are primarily attributable to our operations in the U.K., including the net effect of (i) decreases in lower margin revenue related to business network services, (ii) increases in revenue associated with long-term leases of a portion of our network and (iii) lower installation revenue.

(e) The decreases in other revenue are attributable to lower broadcasting revenue in Ireland, largely due to the impact of the COVID-19 pandemic.

Programming and other direct costs of services

Programming and other direct costs of services include programming and copyright costs, interconnect and access costs, costs of mobile handsets and other devices and other direct costs related to our operations. Programming and copyright costs represent a significant portion of our operating costs and are subject to rise in future periods due to various factors, including (i) higher costs associated with the expansion of our digital video content, including rights associated with ancillary product offerings and rights that provide for the broadcast of live sporting events, and (ii) rate increases.

Our programming and other direct costs of services decreased £24.3 million or 6.2% and £20.1 million or 2.5% during the three and six months ended June 30, 2020, respectively, as compared to the corresponding periods in 2019. On an organic basis, our programming and other direct costs of services decreased £24.7 million or 6.3% and £20.1 million or 2.5%, respectively. These decreases include the following factors:

- Decreases in programming and copyright costs of £20.8 million or 9.3% and £15.0 million or 3.3%, respectively, primarily due to lower costs for certain premium and/or basic content, including a decrease of £22.5 million related to credits received during the second quarter of 2020 in connection with the pausing or cancellation of certain sporting events due to the COVID-19 pandemic, which offset the aforementioned revenue declines;

- Increases in interconnect and access costs of £2.1 million or 2.1% and £10.5 million or 5.4%, respectively, primarily due to (i) increases in interconnect and mobile roaming costs and (ii) higher MVNO costs. Interconnect and mobile roaming costs during the 2020 periods include the positive impact of changes in mobile usage associated with factors such as lower travel and the use of WiFi alternatives during stay-at-home mandates or recommendations as a result of the COVID-19 pandemic; and

- Decreases in mobile handset and other device costs of £3.0 million or 7.5% and £7.6 million or 9.6%, respectively, primarily due to lower sales volumes, largely due to temporary retail store closures as a result of the COVID-19 pandemic.

Other operating expenses

Other operating expenses include network operations, customer operations, customer care and other costs related to our operations.

Our other operating expenses increased £4.9 million or 2.7% and £15.1 million or 4.2% during the three and six months ended June 30, 2020, respectively, as compared to the corresponding periods in 2019. On an organic basis, our other operating expenses increased £4.8 million or 2.7% and £15.2 million or 4.3%, respectively. These increases include the following factors:

- Increases in network infrastructure charges of £3.4 million and £11.1 million, respectively, following an increase in the rateable value of certain of our assets. For additional information, see *"Other Regulatory Matters"* in note 11 to our condensed consolidated financial statements;

- Increases in personnel costs of £9.5 million or 18.4% and £7.9 million or 7.4%, respectively, primarily due to the net effect of (i) higher average costs per employee, (ii) lower staffing levels and (iii) decreases in temporary personnel costs; and

- Decreases in customer service costs of £9.1 million or 30.8% and £7.5 million or 12.3%, respectively, primarily due to lower call center costs that were largely driven by lockdowns during the second quarter of 2020 associated with the COVID-19 pandemic, which prevented certain outsourced contract services from being performed.

SG&A expenses

SG&A expenses include human resources, information technology, general services, management, finance, legal, external sales and marketing costs, share-based compensation and other general expenses.

Our SG&A expenses decreased £20.0 million or 10.6% and £26.9 million or 7.3% during the three and six months ended June 30, 2020, respectively, as compared to the corresponding periods in 2019. Our SG&A expenses include share-based compensation expense, which decreased £1.7 million and £4.2 million during the three and six months ended June 30, 2020, respectively, as compared to the corresponding periods in 2019. On an organic basis, and excluding share-based compensation, our SG&A expenses decreased £18.6 million or 10.7% and £22.6 million or 6.7%, respectively. These decreases include the following factors:

- Decreases in external sales and marketing costs of £9.4 million or 19.6% and £13.7 million or 14.4%, respectively, primarily due to lower costs associated with advertising campaigns; and

- Decreases in personnel costs of £5.9 million or 7.9% and £6.4 million or 4.5%, respectively, primarily due to the net effect of (i) lower staffing levels, (ii) higher average costs per employee and (iii) decreases in temporary personnel costs. The higher average costs per employee include the impact of lower severance costs of £4.9 million associated with revisions to our operating model and decreases in senior management personnel during the second quarter of 2019.

Related-party fees and allocations, net

We recorded related-party fees and allocations, net, related to our estimated share of the applicable costs incurred by Liberty Global's subsidiaries of £78.2 million and £152.4 million during the three and six months ended June 30, 2020, respectively, as compared to £43.2 million and £78.5 million during the three and six months ended June 30, 2019, respectively. These charges generally relate to management, finance, legal and other corporate and administrative services provided to or by our subsidiaries. For additional information, including the impact of the T&I Allocation on our related-party fees and allocations, net, see note 10 to our condensed consolidated financial statements.

Depreciation and amortization expense

Our depreciation and amortization expense decreased £96.1 million or 21.9% and £204.9 million or 23.1% during the three and six months ended June 30, 2020, respectively, as compared to the corresponding periods in 2019. Excluding the effects of FX, depreciation and amortization expense decreased £96.2 million or 21.9% and £204.9 million or 23.1%, respectively. These decreases are primarily due to the net effect of (i) decreases associated with certain assets becoming fully depreciated, (ii) decreases due to assets becoming fully amortized and (iii) increases associated with property and equipment additions related to the installation of customer premises equipment, the expansion and upgrade of our networks and other capital initiatives.

Impairment, restructuring and other operating items, net

We recognized impairment, restructuring and other operating items, net, of £9.4 million and £14.2 million during the three and six months ended June 30, 2020, respectively, as compared to £7.8 million and £41.2 million during the three and six months ended June 30, 2019, respectively. The amounts for the 2020 periods include restructuring charges of £6.7 million and £10.0 million, respectively, primarily due to certain reorganization activities that resulted in employee severance and termination costs and costs related to property closures. The amounts for the 2019 periods primarily include (i) restructuring charges of £5.4 million and £21.0 million, respectively, primarily due to certain reorganization activities that resulted in employee severance and termination costs and costs related to property closures and (ii) for the six-month period, impairment charges of £17.1 million related to the write-off of certain network assets during the three months ended March 31, 2019.

Interest expense – third-party

Our third-party interest expense decreased £17.6 million or 10.9% and £29.5 million or 9.2% during the three and six months ended June 30, 2020, respectively, as compared to the corresponding periods in 2019. These decreases are due to the net effect of (i) lower weighted average interest rates and (ii) higher average outstanding third-party debt balances. For additional information regarding our outstanding third-party indebtedness, see note 7 to our condensed consolidated financial statements.

It is possible that the interest rates on (i) any new borrowings could be higher than the current interest rates on our existing indebtedness and (ii) our variable-rate indebtedness could increase in future periods. As further discussed in note 4 to our condensed consolidated financial statements, we use derivative instruments to manage our interest rate risks.

In July 2017, the U.K. Financial Conduct Authority (the authority that regulates LIBOR) announced that it intends to stop compelling banks to submit rates for the calculation of LIBOR after 2021. Additionally, the European Money Markets Institute (the authority that administers EURIBOR) has announced that measures will need to be undertaken by the end of 2021 to reform EURIBOR to ensure compliance with E.U. Benchmarks Regulation. Currently, it is not possible to predict the exact transitional arrangements for calculating applicable reference rates that may be made in the U.K., the U.S., the eurozone or elsewhere given that a number of outcomes are possible, including the cessation of the publication of one or more reference rates. Our loan documents contain provisions that contemplate alternative calculations of the base rate applicable to our LIBOR-indexed and EURIBOR-indexed debt to the extent LIBOR or EURIBOR (as applicable) are not available, which alternative calculations we do not anticipate will be materially different from what would have been calculated under LIBOR or EURIBOR (as applicable). Additionally, no mandatory prepayment or redemption provisions would be triggered under our loan documents in the event that either the LIBOR rate or the EURIBOR rate is not available. It is possible, however, that any new reference rate that applies to our LIBOR-indexed or EURIBOR-indexed debt could be different than any new reference rate that applies to our LIBOR-indexed or EURIBOR-indexed derivative instruments. We anticipate managing this difference and any resulting increased variable-rate exposure through modifications to our debt and/or derivative instruments, however, future market conditions may not allow immediate implementation of desired modifications and the company may incur significant associated costs.

Interest expense – related-party

Our related-party interest expense remained unchanged during the three and six months ended June 30, 2020, as compared to the corresponding periods in 2019. For additional information regarding our related-party indebtedness, see note 10 to our condensed consolidated financial statements.

Interest income – related-party

Our related-party interest income decreased £10.0 million or 13.8% and £15.0 million or 10.6% during the three and six months ended June 30, 2020, respectively, as compared to the corresponding periods in 2019, primarily attributable to lower weighted average interest rates on intercompany notes receivable due from LG Europe 2. For additional information, see note 10 to our condensed consolidated financial statements.

Realized and unrealized gains (losses) on derivative instruments, net

Our realized and unrealized gains or losses on derivative instruments include (i) unrealized changes in the fair values of our derivative instruments that are non-cash in nature until such time as the derivative contracts are fully or partially settled and (ii) realized gains or losses upon the full or partial settlement of the derivative contracts. The details of our realized and unrealized gains (losses) on derivative instruments, net, are as follows:

	Three months ended June 30,		Six months ended June 30,	
	2020	2019	2020	2019
	in millions			
Cross-currency and interest rate derivative contracts (a)	£ (87.9)	£ 182.0	£ 396.4	£ 60.7
Foreign currency forward and option contracts:				
Third-party	0.5	0.9	1.0	1.0
Related-party	—	(0.1)	—	(0.9)
Total	£ (87.4)	£ 182.8	£ 397.4	£ 60.8

(a) The results during the 2020 periods are primarily attributable to the net effect of (i) net gains associated with changes in the relative value of certain currencies and (ii) net losses associated with changes in certain market interest rates. In addition, the results for the 2020 periods include net gains of £29.1 million and £5.2 million, respectively, resulting from changes in our credit risk valuation adjustments. The gains during the 2019 periods are primarily attributable to the net effect of (i) net gains associated with changes in the relative value of certain currencies and (ii) net losses associated with changes in certain market interest rates. In addition, the gains during the 2019 periods include a net gain (loss) of £1.8 million and (£2.2 million), respectively, resulting from changes in our credit risk valuation adjustments.

For additional information regarding our derivative instruments, see notes 4 and 5 to our condensed consolidated financial statements.

Foreign currency transaction losses, net

Our foreign currency transaction gains or losses primarily result from the remeasurement of monetary assets and liabilities that are denominated in currencies other than the underlying functional currency of the applicable entity. Unrealized foreign currency transaction gains or losses are computed based on period-end exchange rates and are non-cash in nature until such time as the amounts are settled. The details of our foreign currency transaction losses, net, are as follows:

	Three months ended June 30,		Six months ended June 30,	
	2020	2019	2020	2019
	in millions			
U.S. dollar-denominated debt issued by our company	£ (11.1)	£ (66.4)	£ (180.5)	£ (11.7)
Intercompany payables and receivables denominated in a currency other than the entity's functional currency (a)	15.3	(41.8)	(143.1)	(15.6)
Euro-denominated debt issued by our company	(26.6)	(17.7)	(72.9)	(1.7)
Other	(8.9)	(1.3)	(10.5)	(1.5)
Total	£ (31.3)	£ (127.2)	£ (407.0)	£ (30.5)

(a) Amounts primarily relate to loans between certain of our non-operating subsidiaries.

Realized and unrealized gains (losses) due to changes in fair values of certain debt, net

Our realized and unrealized gains or losses due to changes in fair values of certain debt include unrealized gains or losses associated with changes in fair values that are non-cash in nature until such time as these gains or losses are realized through cash transactions. We recognized realized and unrealized gains (losses) due to changes in fair values of certain debt, net, of £8.5 million and £7.1 million during the three and six months ended June 30, 2020, respectively, as compared to (£8.2 million) and (£17.5 million) during the three and six months ended June 30, 2019, respectively. For additional information regarding our fair value measurements, see note 5 to our condensed consolidated financial statements.

Losses on debt extinguishment, net

We recognized net losses on debt extinguishment of £134.1 million and £37.5 million during the three months ended June 30, 2020 and 2019, respectively, and £134.1 million and £37.9 million during the six months ended June 30, 2020 and 2019, respectively. The losses during the six months ended June 30, 2020 and 2019 are primarily attributable to the payment of £126.0 million (all of which occurred during the second quarter) and £34.4 million (including £34.0 million during the second quarter), respectively, of redemption premiums. For additional information concerning our losses on debt extinguishment, net, see note 7 to our condensed consolidated financial statements.

Income tax benefit (expense)

We recognized income tax benefit (expense) of £38.5 million and (£3.6 million) during the three months ended June 30, 2020 and 2019, respectively.

The income tax benefit during the three months ended June 30, 2020 differs from the expected income tax benefit of £50.9 million (based on the U.S. federal income tax rate of 21.0%) primarily due to the negative impacts of (i) statutory tax rates in certain jurisdictions in which we operate that are lower than the U.S. federal income tax rate, (ii) non-deductible or non-taxable interest and other expenses, (iii) an increase in valuation allowances and (iv) a decrease in deferred tax assets in the U.K. due to enacted tax law rate changes. The negative impact of these items was partially offset by the positive impact of certain permanent differences between the financial and tax accounting treatment of items associated with investments in subsidiaries.

The income tax expense during the three months ended June 30, 2019 differs from the expected income tax benefit of £10.4 million (based on the U.S. federal income tax rate of 21.0%), primarily due to the net negative impact of (i) a decrease in deferred tax assets in the U.K. due to enacted tax law rate changes, (ii) certain permanent differences between the financial and tax accounting treatment of items associated with investments in subsidiaries, (iii) statutory tax rates in certain jurisdictions in which we operate that are lower than the U.S. federal income tax rate and (iv) an increase in valuation allowances.

We recognized income tax benefit of £12.8 million and £6.9 million during the six months ended June 30, 2020 and 2019, respectively.

The income tax benefit during the six months ended June 30, 2020 differs from the expected income tax benefit of £28.1 million (based on the U.S. federal income tax rate of 21.0%) primarily due to the negative impacts of (i) statutory tax rates in certain jurisdictions in which we operate that are lower than the U.S. federal income tax rate, (ii) certain permanent differences between the financial and tax accounting treatment of items associated with investments in subsidiaries, (iii) non-deductible or non-taxable foreign currency exchange results, (iv) non-deductible or non-taxable interest and other expenses and (v) an increase in valuation allowances. The negative impact of these items was partially offset by the positive impact of an increase in net deferred tax assets in the U.K. due to enacted tax law rate changes.

The income tax benefit during the six months ended June 30, 2019 differs from the expected income tax benefit of £36.1 million (based on the U.S. federal income tax rate of 21.0%), primarily due to the net negative impact of (i) certain permanent differences between the financial and tax accounting treatment of items associated with investments in subsidiaries, (ii) a decrease in deferred tax assets in the U.K. due to enacted tax law rate changes, (iii) statutory tax rates in certain jurisdictions in which we operate that are lower than the U.S. federal income tax rate and (iv) an increase in valuation allowances.

For additional information concerning our income taxes, see note 9 to our condensed consolidated financial statements.

Net loss

During the three months ended June 30, 2020 and 2019, we reported net losses of £203.9 million and £53.0 million, respectively, including (i) operating income of £83.1 million and £29.3 million, respectively, (ii) net non-operating expense of £325.5 million and £78.7 million, respectively, and (iii) income tax benefit (expense) of £38.5 million and (£3.6 million), respectively.

During the six months ended June 30, 2020 and 2019, we reported net losses of £120.8 million and £165.0 million, respectively, including (i) operating income of £167.9 million and £32.3 million, respectively, (ii) net non-operating expense of £301.5 million and £204.2 million, respectively, and (iii) income tax benefit of £12.8 million and £6.9 million, respectively.

Gains or losses associated with (i) changes in the fair values of derivative instruments and (ii) movements in foreign currency exchange rates are subject to a high degree of volatility and, as such, any gains from these sources do not represent a reliable source of income. In the absence of significant gains in the future from these sources or from other non-operating items, our ability to achieve earnings is largely dependent on our ability to increase our operating income to a level that more than offsets the aggregate amount of our (a) interest expense, (b) other non-operating expenses and (c) income tax expense.

Subject to the limitations included in our various debt instruments, we expect that Liberty Global will continue to cause our company to maintain our debt at current levels relative to our Covenant EBITDA. As a result, we expect that we will continue to

report significant levels of interest expense for the foreseeable future. For information concerning our expectations with respect to trends that may affect certain aspects of our operating results in future periods, see the discussion under *Overview* above. For information concerning the reasons for changes in specific line items in our condensed consolidated statements of operations, see the above discussion.

Material Changes in Financial Condition

Sources and Uses of Cash

Cash and cash equivalents

At June 30, 2020, we had cash and cash equivalents of £25.7 million, all of which was held by our subsidiaries. The terms of the instruments governing the indebtedness of certain of these subsidiaries may restrict our ability to access the liquidity of these subsidiaries. In addition, our ability to access the liquidity of our subsidiaries may be limited by tax and legal considerations and other factors.

Liquidity of Virgin Media

Our sources of liquidity at the parent level include (i) our cash and cash equivalents, (ii) funding from LG Europe 2 (and ultimately from Liberty Global or other Liberty Global subsidiaries) in the form of loans or contributions, as applicable, and (iii) subject to the restrictions noted above, proceeds in the form of distributions or loans from our subsidiaries. For information regarding limitations imposed by our subsidiaries' debt instruments, see note 7 to our condensed consolidated financial statements.

The ongoing cash needs of Virgin Media include corporate general and administrative expenses. From time to time, Virgin Media may also require cash in connection with (i) the repayment of outstanding debt and related-party obligations (including the repurchase or exchange of outstanding debt securities in the open market or privately-negotiated transactions), (ii) the satisfaction of contingent liabilities or (iii) acquisitions and other investment opportunities. No assurance can be given that funding from LG Europe 2 (and ultimately from Liberty Global or other Liberty Global subsidiaries), our subsidiaries or external sources would be available on favorable terms, or at all.

Our parent company, Virgin Media, and certain Liberty Global subsidiaries are co-guarantors of the indebtedness of certain other Liberty Global subsidiaries. We do not believe these guarantees will result in material payments in the future.

Liquidity of our subsidiaries

In addition to cash and cash equivalents, the primary sources of liquidity of our operating subsidiaries are cash provided by operations and any borrowing availability under the VM Credit Facilities. For details of the borrowing availability of the VM Credit Facilities, see note 7 to our condensed consolidated financial statements.

The liquidity of our operating subsidiaries generally is used to fund property and equipment additions, debt service requirements and other liquidity requirements that may arise from time to time. For additional information regarding our consolidated cash flows, see the discussion under *Condensed Consolidated Statements of Cash Flows* below. Our subsidiaries may also require funding in connection with (i) the repayment of outstanding debt, (ii) acquisitions and other investment opportunities or (iii) distributions or loans to Virgin Media, Liberty Global or other Liberty Global subsidiaries. No assurance can be given that any external funding would be available to our subsidiaries on favorable terms, or at all.

Capitalization

At June 30, 2020, the outstanding principal amount of our consolidated third-party debt, together with our finance lease obligations, aggregated £12,601.4 million, including £1,913.3 million that is classified as current on our condensed consolidated balance sheet and £9,634.9 million that is not due until 2026 or thereafter. For additional information regarding our debt and finance lease maturities, see notes 7 and 8, respectively, to our condensed consolidated financial statements.

As further discussed in note 4 to our condensed consolidated financial statements, we use derivative instruments to mitigate foreign currency and interest rate risk associated with our debt instruments.

Our ability to service or refinance our debt and to maintain compliance with the leverage covenants in our credit agreements and indentures is dependent primarily on our ability to maintain or increase our Covenant EBITDA and to achieve adequate returns on our property and equipment additions and acquisitions. In addition, our ability to obtain additional debt financing is limited by incurrence-based leverage covenants contained in the various debt instruments of our subsidiaries. In this regard, if our Covenant EBITDA were to decline, our ability to obtain additional debt could be limited. We do not anticipate any instances of non-compliance with respect to any of our subsidiaries' debt covenants that would have a material adverse impact on our liquidity during the next 12 months.

Notwithstanding our negative working capital position at June 30, 2020, we believe that we have sufficient resources to repay or refinance the current portion of our debt and finance lease obligations and to fund our foreseeable liquidity requirements during the next 12 months. However, as our maturing debt grows in later years, we anticipate we will seek to refinance or otherwise extend our debt maturities. No assurance can be given that we will be able to complete these refinancing transactions or otherwise extend our debt maturities. In this regard, it is not possible to predict how political and economic conditions (including with respect to the COVID-19 pandemic), sovereign debt concerns or any adverse regulatory developments could impact the credit markets we access and, accordingly, our future liquidity and financial position. Our ability to access debt financing on favorable terms, or at all, could be adversely impacted by (i) the financial failure of any of our counterparties, which could (a) reduce amounts available under committed credit facilities and (b) adversely impact our ability to access cash deposited with any failed financial institution and (ii) tightening of the credit markets. In addition, sustained or increased competition, particularly in combination with adverse economic or regulatory developments, could have an unfavorable impact on our cash flows and liquidity.

All of our consolidated third-party debt and finance lease obligations at June 30, 2020 have been borrowed or incurred by our subsidiaries. For additional information concerning our debt and finance lease obligations, see notes 7 and 8, respectively, to our condensed consolidated financial statements. For information regarding the potential impact of the COVID-19 pandemic on our company's liquidity, see the discussion included above in *Overview*.

Condensed Consolidated Statements of Cash Flows

Summary. Our condensed consolidated statements of cash flows for the three months ended June 30, 2020 and 2019 are summarized as follows:

	Six months ended June 30,		
	2020	2019	Change
	in millions		
Net cash provided by operating activities	£ 855.2	£ 978.5	£ (123.3)
Net cash used by investing activities	(506.4)	(300.2)	(206.2)
Net cash used by financing activities	(352.3)	(657.1)	304.8
Effect of exchange rate changes on cash and cash equivalents and restricted cash	2.2	—	2.2
Net increase (decrease) in cash and cash equivalents and restricted cash	£ (1.3)	£ 21.2	£ (22.5)

Operating Activities. The decrease in net cash provided by our operating activities is primarily attributable decreases in cash provided (i) due to lower cash receipts related to derivative instruments and (ii) by our Segment Adjusted EBITDA and related working capital items. Segment Adjusted EBITDA is a non-GAAP measure, which investors should view as a supplement to, and not a substitute for, GAAP measures of performance included in our condensed consolidated statements of operations.

Investing Activities. The increase in net cash used by our investing activities is primarily attributable to an increase in cash used of £227.0 million related to higher net advances to related parties.

The capital expenditures we report in our condensed consolidated statements of cash flows do not include amounts that are financed under capital-related vendor financing or finance lease arrangements. Instead, these amounts are reflected as non-cash additions to our property and equipment when the underlying assets are delivered and as repayments of debt when the principal is repaid. In this discussion, we refer to (i) our capital expenditures as reported in our condensed consolidated statements of cash flows, which exclude amounts financed under capital-related vendor financing or finance lease arrangements, and (ii) our total

property and equipment additions, which include our capital expenditures on an accrual basis and amounts financed under capital-related vendor financing or finance lease arrangements.

A reconciliation of our consolidated property and equipment additions to our consolidated net capital expenditures as reported in our condensed consolidated statements of cash flows is set forth below:

	Six months ended June 30,	
	2020	2019
	in millions	
Property and equipment additions	£ 531.1	£ 592.5
Assets acquired under capital-related vendor financing arrangements	(372.1)	(437.6)
Assets acquired under finance leases	—	(4.2)
Changes in current liabilities related to capital expenditures, net (including related-party amounts)	55.9	85.7
Capital expenditures, net	£ 214.9	£ 236.4

The decrease in our property and equipment additions during the six months ended June 30, 2020, as compared to the corresponding period in 2019, is primarily due to the net effect of (i) a decrease in expenditures for the purchase and installation of customer premises equipment, (ii) an increase in baseline expenditures, including network improvements and expenditures for property and facilities and information technology systems and (iii) an increase in expenditures to support new customer products and operational efficiency initiatives.

Financing Activities. The decrease in net cash used by our financing activities is primarily attributable to the net effect of (i) a decrease in cash used of £321.7 million related to lower net repayments of third-party debt and finance lease obligations, (ii) an increase in cash used of £105.1 million due to higher payments of financing costs and debt premiums and (iii) a decrease in cash used of £88.3 million due to higher cash receipts related to derivative instruments.

Contractual Commitments

The following table sets forth the pound sterling equivalents of our commitments as of June 30, 2020:

	Payments due during:							
	Remainder of 2020	2021	2022	2023	2024	2025	Thereafter	Total
	in millions							
Debt (excluding interest):								
Third-party	£ 1,181.1	£ 745.8	£ 23.9	£ 307.7	£ 221.7	£ 469.4	£ 9,601.5	£12,551.1
Related-party	—	43.1	—	—	—	—	—	43.1
Finance leases (excluding interest)	2.2	4.1	6.2	3.9	0.3	0.2	33.4	50.3
Operating leases	18.0	33.4	27.7	24.1	19.9	10.4	46.1	179.6
Programming commitments	370.1	591.5	236.3	11.2	11.2	11.2	13.1	1,244.6
Network and connectivity commitments	302.7	210.5	53.3	11.3	4.2	2.8	12.6	597.4
Purchase commitments	195.1	60.8	12.2	1.0	0.1	0.1	—	269.3
Other commitments	7.3	7.1	1.5	—	—	—	—	15.9
Total (a)	£ 2,076.5	£ 1,696.3	£ 361.1	£ 359.2	£ 257.4	£ 494.1	£ 9,706.7	£14,951.3
Projected cash interest payments on third-party debt and finance lease obligations (b)	£ 201.4	£ 526.7	£ 473.4	£ 470.3	£ 464.7	£ 460.5	£ 1,472.0	£ 4,069.0

(a) The commitments included in this table do not reflect any liabilities that are included on our June 30, 2020 condensed consolidated balance sheet other than debt and lease obligations.

(b) Amounts are based on interest rates, interest payment dates, commitment fees and contractual maturities in effect as of June 30, 2020. These amounts are presented for illustrative purposes only and will likely differ from the actual cash payments required in future periods. In addition, the amounts presented do not include the impact of our interest rate derivative contracts, deferred financing costs, original issue premiums or discounts.

For information concerning our debt obligations, finance and operating lease liabilities and commitments, see notes 7, 8 and 11, respectively, to our condensed consolidated financial statements.

In addition to the commitments set forth in the table above, we have significant commitments under (i) derivative instruments and (ii) defined benefit plans and similar agreements, pursuant to which we expect to make payments in future periods. For information regarding projected cash flows associated with these derivative instruments, see *Projected Cash Flows Associated with Derivative Instruments* below. For information regarding our derivative instruments, including the net cash paid or received in connection with these instruments during the six months ended June 30, 2020 and 2019, see note 4 to our condensed consolidated financial statements.

Projected Cash Flows Associated with Derivative Instruments

The following table provides information regarding the projected cash flows associated with our derivative instruments. The pound sterling equivalents presented below are based on interest rate projections and exchange rates as of June 30, 2020. These amounts are presented for illustrative purposes only and will likely differ from the actual cash payments or receipts required in future periods. For additional information regarding our derivative instruments, see note 4 to our condensed consolidated financial statements.

	Payments (receipts) due during:							
	Remainder of 2020	2021	2022	2023	2024	2025	Thereafter	Total
	in millions							
Projected derivative cash payments (receipts), net:								
Interest-related (a)	£ 23.0	£ 76.1	£ 41.4	£ 36.3	£ 19.3	£ 61.7	£ 27.3	£ 285.1
Principal-related (b)	—	(41.9)	—	—	(78.8)	(463.9)	(54.6)	(639.2)
Other (c)	—	(0.2)	(0.3)	—	—	—	—	(0.5)
Total	£ 23.0	£ 34.0	£ 41.1	£ 36.3	£ (59.5)	£(402.2)	£ (27.3)	£ (354.6)

(a) Includes (i) the cash flows of our interest rate cap, floor, swaption and swap contracts and (ii) the interest-related cash flows of our cross-currency and interest rate swap contracts.

(b) Includes the principal-related cash flows of our cross-currency swap contracts.

(c) Includes amounts related to our foreign currency forward contracts.