

MG01

Particulars of a mortgage or charge

00011/7436



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LASERFORM

A fee is payable with this form.

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

Please see 'How to pay' on the last page.



What this form is for

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



What this form is NOT for

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

FRIDAY



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"LU012GVT"

22/01/2010

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COMPANIES HOUSE

1

Company details

Company number

2994061

Company name in full

Theseus No. 2 Limited (the "Pledgor")

214

For official use

Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d9 m0 m1 y2 y0 y1 y0

3

Description

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

Description

An Amended and Restated Pledge and Security Agreement re: the interests in TYNESIDE CABLE LIMITED PARTNERSHIP (the "Partnership") dated 19 January 2010 (the "Pledge") and entered into between, *inter alios*, the Pledgor and Deutsche Bank AG, London Branch as Security Trustee.

4

Amount secured

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

Amount secured

The Secured Obligations.

PLEASE SEE THE SCHEDULE FOR DEFINITIONS.

Continuation page

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

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

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

Continuation page

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

Name Deutsche Bank AG, London Branch

Address Winchester House

1 Great Winchester Street

Postcode E C 2 N 2 D B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

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

Short particulars

1. SECURITY AGREEMENT

As security and collateral for the due and punctual payment and performance by the obligors of its respective joint and several obligations described in section 3 of the Pledge, the Pledgor assigned, transferred, and pledged to the Security Trustee, and granted to the Security Trustee for the benefit of the beneficiaries, a lien on and security interest in and to the Pledgor's right, title and interest in and to the following (collectively, the "Pledged Collateral"):

(a) the Pledgor's partnership interest in the Partnership owned by the Pledgor at any time and from time to time (each, a "Partnership Interest" and collectively, the "Partnership Interests") and any certificates, instruments or other documents representing each such Partnership Interest, all dividends, distributions, cash, securities, instruments and other property from time to time paid, payable or otherwise distributed in respect of or in exchange for all or any part of each such Partnership Interest and all proceeds thereof; and

(b) all partnership interests (general or limited) or securities convertible into or exchangeable for such interests issued by the Partnership, or any successor thereto, from time to time and acquired by the Pledgor in substitution for or in addition to any of the foregoing, all certificates and instruments representing such interests or securities, and all dividends, distributions, cash, securities, instruments and other property from time to time paid, payable or otherwise distributed in respect of or in exchange for any or all of such interests or securities and all proceeds thereof;

provided, that, notwithstanding the foregoing, in no event shall the Pledgor be required to pledge any Excluded Charged Assets to the Security Trustee under the Pledge to secure the Designated Secured Obligations. For the avoidance of doubt:

- (i) all Pledged Collateral that does not constitute Excluded Charged Assets remains pledged pursuant to the Pledge to secure all Secured Obligations, including without limitation the Designated Secured Obligations; and
- (ii) such Excluded Charged Assets remain pledged under Section 2 of the Pledge to secure any Secured Obligations that are not Designated Secured Obligations pursuant to the Pledge.

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	In the event that Rule 3-16 is amended, modified or interpreted by the SEC to require (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would require) the filing with the SEC (or any other United States federal or state governmental agency) of separate financial statements of any such Subsidiary due to the fact that such Subsidiary's Ownership Interests or other securities secure any Designated Secured Obligations, then such Ownership Interests or other securities (as applicable) of such Subsidiary shall automatically be deemed to be Excluded Charged Assets for such Designated Secured Obligations but (i) only to the extent necessary to not be subject to any such financial statement requirement, (ii) only for so long as such financial statement requirement would otherwise have been applicable to such Subsidiary, and (iii) only if no member of the Group files or is otherwise required to file separate financial statements of such Subsidiary with the SEC or such other governmental agency under a separate rule or regulation. If the circumstances described in this paragraph apply, the Pledge may be amended or modified, without the consent of any Senior Finance Party, to the extent necessary to release the pledge (but only to the extent securing such Designated Secured Obligations and without prejudice to the pledge securing the Secured Obligations referred to in clause (ii) of the preceding paragraph) in favor of the Security Trustee on the relevant Ownership Interests and/or other securities that are so deemed to constitute Excluded Charged Assets. In the event that Rule 3-16 is amended, modified or interpreted by the SEC to permit (or is replaced with another rule or regulation, or any other law, rule or regulation is adopted, which would permit) such Subsidiary's Ownership Interests and/or other securities to secure any Designated Secured Obligations in excess of the amount then pledged without the filing with the SEC (or any other United States federal or state governmental agency) of separate financial statements of such Subsidiary, then the Ownership Interests or other securities (as applicable) of such Subsidiary will automatically be deemed not to be Excluded Charged Assets for such Designated Secured Obligations, but limited to the extent necessary to not be subject to any such financial statement requirement. If the circumstances described in this paragraph apply, the Pledge may be amended or modified, without the consent of any Senior Finance Party, to the extent necessary to pledge in favor of the Security Trustee such additional Ownership Interests or other securities that were deemed to constitute Excluded Charged Assets. 2. SECURED OBLIGATIONS The security interest in the Pledged Collateral granted pursuant to Clause 2 of the Pledge shall secure the due and punctual payment and performance of the Secured Obligations provided that before any demand for any Secured Obligation is made on a Restricted Guarantor pursuant to the Pledge, demand for payment of the relevant Secured Obligation shall first have been made on the Borrower from which such unpaid Secured Obligation is due. It is acknowledged and agreed that (without prejudice to the extension of the Secured Obligations to any other Indebtedness from time to time included within the definition thereof) as at the date hereof, the Secured Obligations shall include: (a) all Liabilities under the Senior Facilities Agreement; and (b) all Liabilities under the Senior Secured Notes Documents. 3. CERTAIN COVENANTS; REPRESENTATIONS (a) the Pledgor covenanted and agreed that: (i) save to the extent expressly permitted or not restricted under any Senior Finance Document without the prior written consent of the Security Trustee, the Pledgor will not grant any option with respect to any of the Pledged Collateral; (ii) the Pledgor will defend the Pledged Collateral against the claims and

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Short particulars	demands of all persons other than the Security Trustee and the Beneficiaries, and will take any and all such action as is reasonably necessary to remove any competing or conflicting lien and will advise the Security Trustee promptly of the existence thereof; and (iii) at any time and from time to time upon the written request of the Security Trustee, the Pledgor will execute and deliver such further documents and do such further acts and things as the Security Trustee may reasonably request in order to effect the purposes of the Pledge. (b) the Pledgor represented and warranted that: (i) its choice of Colorado law to govern the Pledge is valid and binding subject to the Reservations; (ii) the Partnership Interests held by the Pledgor consist of the number and type of interests of the persons described in Schedule 5(a) of the Pledge; (iii) each Partnership Interest referenced in sub-clause (ii) of this paragraph constitutes that percentage or position of the entire Partnership Interest of the Partnership as set forth in Schedule 5(a) of the Pledge; (iv) it has complied with the respective procedure set forth in Clause 4(a) of the Pledge with respect to each item of Pledged Collateral described in Schedule 5(a) of the Pledge; and (v) such Pledgor owns no other Partnership Interests except as set forth in Schedule 5(b) of the Pledge.	

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Short particulars

SCHEDULE

"Acceding Borrower" means a member of the Bank Group which has complied with the requirements of Clause 26.1 (*Acceding Borrower*) of the Senior Facilities Agreement.

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

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

"Administrative Agent" means GE Corporate Banking Europe SAS.

"Agents" means the Facility Agent, the US Paying Agent and the Administrative Agent, and **"Agent"** means either of them.

"Ancillary Facility Lender" means any Lender which has notified the Facility Agent that it has agreed to its nomination in a Conversion Notice to be an Ancillary Facility Lender in respect of an Ancillary Facility (as such term is defined in the Senior Facilities Agreement) granted pursuant to the terms of this Agreement.

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

"Bank Group" has the meaning ascribed to such term in the Senior Facilities Agreement.

"Bookrunners" means Deutsche Bank AG, London Branch, J.P. Morgan Plc, The Royal Bank of Scotland Plc and Goldman Sachs International and **"Bookrunner"** means any one of them.

"Borrowers" means the UK Borrowers, the US Borrower and any Acceding Borrower and **"Borrower"** means any one of them.

"C Facility" means the term loan facility to be made available to the Company pursuant to Clause 2.1(i) (*The Facilities*) of the Senior Facilities Agreement.

"Chargors" means each of the Original Charging Companies and each of the Original Charging Partnerships (as such terms are defined in the Debenture), and **"Chargor"** shall mean any one of them.

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Short particulars	“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder. Section references to the Code are to the Code, as in effect at the Original Execution Date and any subsequent provisions of the Code, amendatory of it, supplemental to it or substituted therefor. “Commitments” has the meaning given to such term in the Senior Facilities Agreement. “Company” means Virgin Media Investment Holdings Limited and its successors in title from time to time. “Conversion Notice” has the meaning given to such term in paragraph (a) of Clause 6.1 (<i>Utilisation of Ancillary Facilities</i>) of the Senior Facilities Agreement. “Deed of Accession” means a Deed of Accession substantially in the form set out in Schedule 1 (Deed of Accession) of the Group Intercreditor Deed or in such other form as the Relevant Agent and the Obligors' Agent shall agree. “Designated Refinancing Facilities Agreement” means, upon repayment of all liabilities under the Senior Facilities Agreement and cancellation of all undrawn commitments thereunder, any Refinancing Facilities Agreement designated or redesignated as the “Designated Refinancing Facilities Agreement” by written notice from the Company to the Security Trustee (with a copy to each Authorised Representative (as such term is defined in the Group Intercreditor Deed)). Only one agreement at a time may be a Designated Refinancing Facilities Agreement. “Designated Secured Obligations” means Financial Indebtedness in the form of notes or other such similar instruments of any member of the Group that is designated as “Designated Secured Obligations” by written notice from the Company to the Security Trustee, which notice will certify that the Financial Indebtedness is an instrument for which Rule 3-16 of Regulation S-X under the Securities Act (“Rule 3-16”) is applicable or will become applicable upon registration of such instrument or an instrument exchangeable for such instrument pursuant to a contractual requirement. “Enforcement Date” means the date on which, following the occurrence of an Event of Default that is continuing, either the Relevant Agent or the Security Trustee notifies the relevant Chargor of the occurrence of that Event of Default, or takes, under any one or more of the Senior Finance Documents, any of the steps it is entitled to take by reason of the occurrence of such Event of Default. “Enforcement Control Event” means when (x) 60 consecutive Business Days (as such term is defined in the Senior Facilities Agreement) have lapsed since both of the following have occurred at the same time (i) the aggregate outstanding principal amount and undrawn uncanceled commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement is less than £1.0 billion and (ii) the aggregate outstanding principal amount and undrawn commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement represents less than 60% (sixty percent) of the aggregate outstanding principal amount and undrawn commitments under all Senior Liabilities and (y) both conditions under clauses (i) and (ii) continue to exist on such 60th Business Day. “Event of Default” means any of the events or circumstances described as such in Clause 27 (<i>Events of Default</i>) of the Senior Facilities Agreement. “Excluded Charged Assets” in relation to any Designated Secured Obligations means any shares, membership interests, partnership interests, equity participations or other equivalent (however designated) ownership interests (the “Ownership Interests”) in, or other securities of, a Subsidiary of	

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Short particulars	Virgin Media Inc. (excluding the Ownership Interests in or other securities issued by Virgin Media Investments Limited or any successor entity upon any merger, reorganization or other restructuring effecting it) that are owned by the Pledgor to the extent that pledging such Ownership Interests or other securities under the Pledge to secure such Designated Secured Obligations would result in Rule 3-16 requiring separate financial statements of such Subsidiary to be filed with the SEC, but (i) only to the extent necessary to not be subject to such requirement, (ii) only for so long as such requirement is in existence, and (iii) only if no member of the Group files or is otherwise required to file separate financial statements of such Subsidiary with the SEC under a separate rule or regulation; provided that no Ownership Interests or securities will constitute Excluded Charged Assets if any member of the Group takes any action in the form of a reorganization, merger or other restructuring, a principal purpose of which is to provide for the limitation of the pledge of any Ownership Interests or other securities pursuant to the proviso in Section 2 of the Pledge. "Facility Agent" means Deutsche Bank AG, London Branch. "Facilities" means the A Facility, the A1 Facility, the A2 Facility, the A3 Facility, any Additional Facility, the B1 Facility, the B2 Facility, the B3 Facility, the B4 Facility, the B5 Facility, the B6 Facility, the B7 Facility, the B8 Facility, the B9 Facility, the B10 Facility, the B11 Facility, the B12 Facility, the C Facility, the Revolving Facility, the Secondary Revolving Facility, any Ancillary Facility and any Documentary Credit (each as defined in the Senior Facilities Agreement) granted to the Borrowers under the Senior Facilities Agreement, and "Facility" means any of them, as the context may require. "Finance Lease" means a lease treated as a capital or finance lease pursuant to GAAP. "Finance Subsidiary" means any Subsidiary directly and wholly-owned by either: (a) VMIH engaged in the business of effecting or facilitating the issuance of Senior Secured Notes and on-lending the proceeds to VMIH; or (b) the Parent engaged in the business of effecting or facilitating the issuance of Senior Secured Notes and on-lending the proceeds to the Parent and/or VMIH, and in either case having no Subsidiaries. "Financial Indebtedness" means, without double counting, any Indebtedness for or in respect of: (a) moneys borrowed; (b) any amount raised by acceptance under any acceptance credit facility; (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (for the avoidance of doubt excluding any loan notes or similar instruments issued solely by way of consideration for the acquisition of assets in order to defer capital gains or equivalent taxes where such loan notes or similar instruments are not issued for the purpose of raising finance); (d) the principal portion of any liability in respect of any Finance Lease; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

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Short particulars	(f) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 150 days in order to raise finance or to finance the acquisition of those assets or services; (g) any amount raised under any other transaction (including any forward sale or purchase agreement) required to be accounted for as indebtedness in accordance with GAAP; (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account, provided that for the purposes of Clause 27.5 (<i>Cross Default</i>) of the Senior Facilities Agreement, only the net amount not paid or which is payable by the relevant member of the Group shall be included); (i) any amount raised pursuant to any issue of shares which are expressed to be redeemable in cash (other than redeemable shares in respect of which the redemption is prohibited until after repayment in full of all Outstandings under the Facilities); (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial or other institution; or (k) the amount of any liability in respect of any guarantee or indemnity for the Financial Indebtedness of another person referred to in paragraphs (a) to (j) above. “GAAP” means accounting principles generally accepted in the United States of America. “Group” means the Ultimate Parent and its Subsidiaries from time to time. “Group Intercreditor Agreement” and “Group Intercreditor Deed” mean the intercreditor agreement dated on or about the Merger Closing Date between, among others, certain of the Obligors, other members of the Group and the Relevant Finance Parties. “Hedge Counterparties” means, collectively, the Existing Hedge Counterparties and, following their accession to the Group Intercreditor Deed in accordance with the provisions of Clause 18.3 (<i>New Creditors</i>) thereto, any New Hedge Counterparties. “Hedging Agreement” means any and each agreement entered into from time to time between an Obligor and a Hedge Counterparty in connection with Hedging Arrangements. “Hedging Liabilities” means all present and future Indebtedness and other obligations and liabilities at any time of all or any of the Obligors whether actual or contingent or whether owed or incurred solely or jointly or in any other capacity whatsoever to the Hedge Counterparties (or any one or more of them) under or in connection with any Hedging Agreements together with any related Additional Liabilities owed to any Hedge Counterparty or Hedge Counterparties and together also with all costs, charges and expenses incurred at any time by any Hedge Counterparty or Hedge Counterparties in connection with the protection, preservation or enforcement of its rights under any Hedging Agreements. “Indebtedness” means any obligation (whether incurred as a principal or as a surety) for the payment or repayment of money, whether present or future, actual or contingent (including interest and other charges relating to it). “Intergroup Creditor” means:	

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Please give the short particulars of the property mortgaged or charged.

Short particulars

(a) as at the date of the Group Intercreditor Deed, each member of the Group that is a creditor in respect of any Intergroup Liabilities of any Obligor; and

(b) at any time, each person who becomes a creditor in respect of any Intergroup Liabilities and who accedes to the Group Intercreditor Deed in the capacity of an Intergroup Creditor by its execution and delivery of a Deed of Accession.

"Intergroup Debtor" means:

(a) as at the date of the Group Intercreditor Deed, any Obligor that is a debtor in respect of any Intergroup Liabilities; and

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

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

"L/C Bank" means the Original L/C Bank and any other Lender which has been appointed as an L/C Bank in accordance with Clause 5.11 (*Appointment and Change of L/C Bank*) of the Senior Facilities Agreement and which has not resigned in accordance with paragraph (c) of Clause 5.11 (*Appointment and Change of L/C Bank*) of the Senior Facilities Agreement.

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

(a) is named in Part 1 of Schedule 1 (*Lenders and Commitments*) of the Senior Facilities Agreement;

(b) has become a party to the Senior Facilities Agreement in accordance with the provisions of Clause 37 (*Assignments and Transfers*) of the Senior Facilities Agreement; or

(c) has become a party to the Senior Facilities Agreement in accordance with the provisions of Clause 2.7 (*Alternative Bridge Facility Refinancing*) of the Senior Facilities Agreement,

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

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

"Mandated Lead Arrangers" means Deutsche Bank AG, London Branch, J.P. Morgan Plc, The Royal Bank of Scotland Plc and Goldman Sachs International and **"Mandated Lead Arranger"** means any one of them.

"Merger" means the merger of NTL with Merger Sub pursuant to the terms and conditions of the Merger Agreement and the reorganisation, recapitalisation and refinancing of the Group in connection therewith in accordance with the Steps Paper.

CHFP000
10/09 Version 2.0

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Short particulars	"Merger Agreement" means the agreement and plan of merger dated as of 2 October 2005 (as amended and restated on 14 December 2005 and 30 January 2006) made between NTL, the Ultimate Parent and the Merger Sub. "Merger Closing Date" means the date on which the Merger is completed in accordance with, and subject to the terms and conditions of the Merger Agreement. "Merger Sub" means Neptune Bridge Borrower, LLC, a Delaware limited liability company, which has been established for the purposes of the Merger in accordance with the terms and conditions of the Merger Agreement. "New Hedge Counterparty" means each party to a Hedging Agreement which has acceded to the Group Intercreditor Deed as a Hedge Counterparty in accordance with the provisions of Clause 18.3 (<i>New Creditors</i>) thereto and "New Hedge Counterparties" means all such parties. "New Senior Liabilities" shall have the meaning given to such term in Clause 12 (<i>New Senior Liabilities</i>) of the Group Intercreditor Agreement (excluding, for the avoidance of doubt, any credit exposure of a Senior Finance Party, if any, in its capacity as a Hedge Counterparty, if applicable). "NTL" means Virgin Media Holdings Inc. (formerly known as NTL Holdings Inc.), a Delaware corporation, whose registered office is at 909 Third Avenue, Suite 2863, New York, NY 10022, United States of America. "Obligors" means the Original Senior Borrowers, the Original Senior Guarantors (each as defined in the Group Intercreditor Agreement) and any debtor or grantor of guarantees and/or security in respect of the Senior Facilities Agreement, any Refinancing Facilities Agreement or any other Senior Finance Document. "Original Execution Date" means 3 March 2006. "Original L/C Bank" means Deutsche Bank AG, London Branch. "Outstandings" has the meaning ascribed to such term in the Senior Facilities Agreement. "Parent" means Virgin Media Finance Plc and its successors in title from time to time. "Refinancing Facilities Agreement" means any agreement under which debt facilities are made available for the refinancing of the facilities made available under the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement and which is designated as such by the Company by notice to the Security Trustee and any Relevant Agent, provided that the aggregate principal amount of such refinancing indebtedness does not exceed the aggregate principal amount of the Commitments of the Senior Lenders under the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement that it is refinancing plus any amount permitted to be incurred under Clause 12 (<i>New Senior Liabilities</i>) of the Group Intercreditor Deed. "Relevant Agent" means (i) prior to the Enforcement Control Event, the Facility Agent and (ii) after the Enforcement Control Event, the Senior Representative. "Relevant Finance Parties" means the Agents, the Arrangers, the Bookrunners, the Security Trustee, the Lenders and each Hedge Counterparty and "Relevant Finance Party" means any of them. "Restricted Guarantor" means:	

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Short particulars	(a) each of the Original Guarantors listed in Part 2 of Schedule 2 (<i>The Restricted Guarantor</i>) of the Senior Facilities Agreement; and (b) any other Guarantor that accedes to the Senior Facilities Agreement pursuant to Clause 26.2 (<i>Acceding Guarantors</i>) of the Senior Facilities Agreement, which is (i) incorporated, created or organised under the laws of the United States of America or any State of the United States of America (including the District of Columbia) and is a "United States person" (as defined in Section 7701(a)(30) of the Code); or (ii) treated for US federal income tax purposes as a disregarded entity that is a branch of a Guarantor described in sub-paragraph (b)(i) hereof. "Rule 3-16" means Rule 3-16 of Regulation S-X under the Securities Act. "SEC" means the United States Securities and Exchange Commission. "Secured Obligations" means the Security Trustee Liabilities, the Senior Liabilities and the Hedging Liabilities, provided that any liabilities that have been designated as "New Senior Liabilities" under the Group Intercreditor Deed or are incurred after December 31, 2009 under any Refinancing Facilities Agreement entered into after such date, (a) in breach of the provisions of the Senior Facilities Agreement, or upon its repayment in full and cancellation of all undrawn commitments thereunder (unless there is no Designated Refinancing Facilities Agreement), the Designated Refinancing Facilities Agreement, or any Refinancing Facilities Agreement on the date of such designation (excluding any applicable cure period), or (b) that the Security Trustee, acting reasonably, has not agreed to act as security trustee for, shall not, in any such case constitute "Secured Obligations" for the purpose of the Pledge; "Senior Facilities Agreement" means the senior facilities agreement dated 3 March 2006 (as amended and restated from time to time) between <i>inter alia</i> the Ultimate Parent, the Original Borrowers, the Original Facility Agent, the Original Security Trustee (each as defined in the Senior Facilities Agreement) and the Senior Lenders. "Senior Finance Documents" means (i) the Relevant Finance Documents (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, or if it is not defined there, the Finance Documents as defined in the Designated Refinancing Facilities Agreement), (ii) any Refinancing Facilities Agreement and (iii) any document evidencing New Senior Liabilities. "Senior Finance Parties" means (i) the Relevant Finance Parties (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, or if it is not defined there, the Finance Parties as defined in the Designated Refinancing Facilities Agreement) and (ii) any other creditor or designated agent under any of the Senior Finance Documents. "Senior Lenders" means a bank or financial institution or other person which has become (and remains) a party to the Group Intercreditor Agreement as a Senior Lender in accordance with the provisions of Clause 18.3 (<i>New Creditors</i>) of the Group Intercreditor Agreement and in accordance with the provisions of the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement.

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged. “Senior Liabilities” means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever, but excluding any Hedging Liabilities) of the Obligors (or any one or more of them) to the Senior Finance Parties (or any one or more of them) under or in connection with the Senior Finance Documents, including, without limitation, any New Senior Liabilities provided pursuant to Clause 12 (<i>New Senior Liabilities</i>), together with any related Additional Liabilities owed to the Senior Finance Parties and together also with all costs, charges and expenses incurred by each of the Senior Finance Parties in connection with the protection, preservation or enforcement of its rights under the Senior Finance Documents, and provided that for the purposes of the interpretation of the definition of “Senior Liabilities” in: (i) the Security Documents (other than the share charge agreement specified in paragraph 2 of Part 4 of Schedule 4 (<i>Vanilla Initial Security Documents</i>) to the Senior Facilities Agreement and the assignment of loans dated 31 July 2006 granted by the Parent in favour of the Security Trustee in respect of the shares of the Company (the “C Facility Security Documents”)) only, Senior Liabilities shall not include any C Facility Liabilities (as defined in the Senior Facilities Agreement); and (ii) the C Facility Security Documents only, Senior Liabilities shall not include any C Facility Liabilities other than the liabilities of the Parent under paragraph (b) of Clause 29.1 (<i>Guarantee</i>) and paragraph (b) of Clause 29.2 (<i>Indemnity</i>) of the Senior Facilities Agreement. “Senior Representative” has the meaning ascribed to such term in the Group Intercreditor Deed. “Senior Secured Notes” means the \$1,000,000,000 6.5% senior secured notes due 2018 and the £875,000,000 7.00% senior secured notes due 2018. “Senior Secured Notes Documents” means the Senior Secured Notes, the Senior Secured Notes Indenture and the guarantees set out therein. “Senior Secured Notes Indenture” means the indenture dated on or about the date of the Pledge and made among Virgin Media Inc., Virgin Media Investment Holdings Limited, Virgin Media Finance PLC, Virgin Media Secured Finance PLC, the subsidiary guarantors named therein, The Bank of New York Mellon, as trustee, registrar and paying agent and The Bank of New York Mellon (Luxembourg), S.A., as Luxembourg paying agent, as amended, restated, supplemented or otherwise modified from time to time. “Steps Paper” means the alternative papers entitled “<i>Steps Plan: Version 1 – Combination of NTL, Telewest and Virgin Mobile before Structures 1 and 2</i>” and “<i>Steps Plan: Version 2 – Combination of NTL, Telewest and Virgin Mobile after Structures 1 and 2</i>”, in each case, as agreed between NTL and the Bookrunners setting out the restructuring steps affecting the Telewest Group and NTL Group occurring prior to, on and following the Merger Closing Date. “Subsidiary” of a company shall be construed as a reference to: (a) any company: (i) more than 50% of the issued share capital or membership interests of which is beneficially owned, directly or indirectly, by the first-mentioned company; or (ii) where the first-mentioned company has the right or ability to control directly or indirectly the affairs or the composition of the board of directors (or equivalent of it) of such company; or

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	(iii) which is a Subsidiary of another Subsidiary of the first-mentioned company; or (b) for the purposes of Clause 22 (<i>Financial Information</i>) and Clause 23 (<i>Financial Condition</i>) of the Senior Facilities Agreement and any provision of this Agreement where the financial terms defined in Clause 23 (<i>Financial Condition</i>) are used, any legal entity which is accounted for under applicable GAAP as a Subsidiary of the first-mentioned company. “TCN” means Telewest Communications Network Limited. “UK Borrowers” means: (a) as at the date of the Senior Facilities Agreement, each of the Company, TCN and VMIH Sub; and (b) thereafter, any Acceding Borrower that is liable to corporation tax in the United Kingdom, excluding any UK Borrower which has been liquidated in accordance with the provisions of Clause 25.21 (<i>Solvent Liquidation</i>) of the Senior Facilities Agreement but including the relevant successor entity (provided it is also liable to corporation tax in the United Kingdom) thereafter, and “UK Borrower” means any of them. “Ultimate Parent” means, as at the Original Execution Date, Telewest Global or at any time thereafter, the person (if any) that accedes to the Senior Facilities Agreement as the Ultimate Parent pursuant to Clause 26.3 (<i>Acceding Holding Company</i>) thereto. “US Borrower” means Virgin Media Dover LLC. “US Paying Agent” means as at the Original Execution Date, Deutsche Bank AG, New York Branch and at any other time, any other person that has been delegated with, or appointed for the purposes of, carrying out the functions set out in Clause 30.21 (<i>US Paying Agent</i>) of the Senior Facilities Agreement subject to the terms set out in that Clause. “VMIH” means Virgin Media Investment Holdings Limited. “VMIH Sub” means VMIH Sub Limited.	

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Particulars of a mortgage or charge

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

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

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

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

Commission allowance or discount

None.

8 Delivery of instrument

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

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

9 Signature

Please sign the form here.

Signature

Signature

X

White & Case LLP

X

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

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Particulars of a mortgage or charge



Presenter information

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

Contact name Tom Merrifield

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region Greater London

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 020 7532 2720



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2994061
CHARGE NO. 214**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT RE: THE INTERESTS IN
TYNESIDE CABLE LIMITED PARTNERSHIP DATED 19 JANUARY
2010 AND CREATED BY THESEUS NO. 2 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE TO
DEUTSCHE BANK AG LONDON BRANCH (THE SECURITY
TRUSTEE), FROM THE OBLIGORS (OR ANY ONE OR MORE OF
THEM) TO THE SENIOR FINANCE PARTIES (OR ANY ONE OR
MORE OF THEM) AND FROM ALL OR ANY OF THE OBLIGORS
TO THE HEDGE COUNTERPARTIES (OR ANY ONE OR MORE OF
THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 22
JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JANUARY
2010

pluck



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES