

MG01

Particulars of a mortgage or charge

000111/7,436



IRIS
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 reg
particulars of a charge for a Sc
company. To do this, please us
form MG01s.

FRIDAY



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"LU00JGV9"

22/01/2010

39

COMPANIES HOUSE

1

Company details

Company number

3 2 9 0 8 2 3

Company name in full

NTL Chartwell Holdings Limited

15 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 agreement (the "**Agreement**") dated 19
January 2010 between *inter alios* NTL Chartwell Holdings Limited (the
"**Pledgor**") and Deutsche Bank AG, London Branch (as "**Pledgee**").

4

Amount secured

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

Amount secured

The Secured Obligations.

Unless defined herein, the capitalised terms in
this Form MG01 shall have the meaning given to them
in Schedule 2, attached hereto.

Continuation page

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

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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, London
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	Please see Schedule 1 of the continuation sheet.
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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

Nil.

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).

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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

DX

Telephone 0207 532 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

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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	<u>SCHEDULE 1 – SHORT PARTICULARS OF PROPERTY MORTGAGED OR CHARGED</u> 1. SECURITY FOR OBLIGATIONS The Agreement is made by each Pledgor for the benefit of the Pledgee acting on behalf of the Beneficiaries to secure: (a) the full and prompt payment when due (whether at stated maturity, by acceleration or otherwise) of all Secured Obligations; (b) any and all sums advanced by the Pledgee in order to preserve the Collateral (as hereinafter defined) or preserve its security interest in the Collateral; (c) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations or liabilities of such Pledgor referred to in clauses (a) and (b) above, after an Event of Default shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing or realizing on the Collateral, or of any exercise by the Pledgee of its rights hereunder, together with reasonable attorneys' fees and court costs; (d) all amounts paid by any Indemnatee as to which such Indemnatee has the right to reimbursement under Section 11 of the Agreement; and (e) all amounts owing to any Agent or any of its affiliates pursuant to any of the Senior Finance Documents in its respective capacity as such; all such obligations, liabilities, indebtedness, sums and expenses set forth in clauses (a) through (e) of Section 2 of the Agreement being herein collectively called the "Obligations", it being acknowledged and agreed that the "Obligations" shall include (without limitation) extensions of credit of the types described above, whether outstanding on the date of the Agreement or extended from time to time after the date of the Agreement, and (without prejudice to the extension of the Secured Obligations to any other Indebtedness from time to time included within the definition thereof) all Liabilities arising under or in connection with the Senior Facilities Agreement and the Senior Secured Notes Documents. 2. PLEDGE OF SECURITIES 2.1 Pledge To secure the Obligations now or hereafter owed by such Pledgor, each Pledgor does hereby grant, pledge and assign to the Pledgee for the benefit of the Beneficiaries, and does hereby create a continuing security interest (subject to

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Short particulars	those Encumbrances permitted to exist with respect to the Collateral pursuant to the terms of all of the Senior Finance Documents then in effect) in favor of the Pledgee for the benefit of the Beneficiaries in, all of its right, title and interest in and to the following, whether now existing or hereafter from time to time acquired, (the "Collateral"): (a) each of the Collateral Accounts (to the extent a security interest therein is not created pursuant to the Security Agreement), including any and all assets of whatever type or kind deposited by such Pledgor in any such Collateral Account, whether now owned or hereafter acquired, existing or arising, including, without limitation, all Financial Assets, Investment Property, monies, checks, drafts, Instruments, Securities or interests therein of any type or nature deposited or required by any Senior Finance Document to be deposited in such Collateral Account, and all investments and all certificates and other Instruments (including depository receipts, if any) from time to time representing or evidencing the same, and all dividends, interest, distributions, cash and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing; (b) all Securities owned or held by such Pledgor from time to time and all options and warrants owned by such Pledgor from time to time to purchase Securities; (c) all Limited Liability Company Interests owned by such Pledgor from time to time and all of its right, title and interest in each limited liability company to which each such Limited Liability Company Interest relates, whether now existing or hereafter acquired, including, without limitation, to the fullest extent permitted under the terms and provisions of the documents and agreements governing such Limited Liability Company Interests and applicable law: (A) all its capital therein and its interest in all profits, income, surpluses, losses, Limited Liability Company Assets and other distributions to which such Pledgor shall at any time be entitled in respect of such Limited Liability Company Interests; (B) all other payments due or to become due to such Pledgor in respect of such Limited Liability Company Interests, whether under any limited liability company agreement or otherwise, whether as contractual obligations, damages, insurance proceeds or otherwise; (C) all of its claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, under any limited	

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Short particulars	liability company agreement or operating agreement, or at law or otherwise in respect of such Limited Liability Company Interests; (D) all present and future claims, if any, of such Pledgor against any such limited liability company for monies loaned or advanced, for services rendered or otherwise; (E) all of such Pledgor's rights under any limited liability company agreement or operating agreement or at law to exercise and enforce every right, power, remedy, authority, option and privilege of such Pledgor relating to such Limited Liability Company Interests, including any power to terminate, cancel or modify any such limited liability company agreement or operating agreement, to execute any instruments and to take any and all other action on behalf of and in the name of any such Pledgor in respect of such Limited Liability Company Interests and any such limited liability company, to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, amendment, waiver or approval, together with full power and authority to demand, receive, enforce, collect or receipt for any of the foregoing or for any Limited Liability Company Asset, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action in connection with any of the foregoing; and (F) all other property hereafter delivered in substitution for or in addition to any of the foregoing, all certificates and instruments representing or evidencing such other property and all cash, securities, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof; (d) all Partnership Interests owned by such Pledgor from time to time and all of its right, title and interest in each partnership to which each such Partnership Interest relates, whether now existing or hereafter acquired, including, without limitation, to the fullest extent permitted under the terms and provisions of the documents and agreements governing such Partnership Interests and applicable law: (A) all its capital therein and its interest in all profits, income, surpluses, losses, Partnership Assets and other distributions to which such Pledgor shall at any time be entitled in respect of such Partnership Interests;

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Short particulars	(B) all other payments due or to become due to such Pledgor in respect of Partnership Interests, whether under any partnership agreement or otherwise, whether as contractual obligations, damages, insurance proceeds or otherwise; (C) all of its claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, under any partnership agreement or operating agreement, or at law or otherwise in respect of such Partnership Interests; (D) all present and future claims, if any, of such Pledgor against any such partnership for monies loaned or advanced, for services rendered or otherwise; (E) all of such Pledgor's rights under any partnership agreement or operating agreement or at law to exercise and enforce every right, power, remedy, authority, option and privilege of such Pledgor relating to such Partnership Interests, including any power to terminate, cancel or modify any partnership agreement or operating agreement, to execute any instruments and to take any and all other action on behalf of and in the name of such Pledgor in respect of such Partnership Interests and any such partnership, to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, amendment, waiver or approval, together with full power and authority to demand, receive, enforce, collect or receipt for any of the foregoing or for any Partnership Asset, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action in connection with any of the foregoing; and (F) all other property hereafter delivered in substitution for or in addition to any of the foregoing, all certificates and instruments representing or evidencing such other property and all cash, securities, interest, dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof; (e) all Financial Assets and Investment Property owned by such Pledgor from time to time; (f) all Security Entitlements owned by such Pledgor from time to time in any and all of the foregoing; and	

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Short particulars	(g) all Proceeds of any and all of the foregoing; provided, however, that notwithstanding the foregoing, in no event shall the Pledgors be required to pledge any Excluded Charged Assets to the Security Trustee under the Agreement to secure the Designated Secured Obligations. For the avoidance of doubt, (i) all Collateral that does not constitute Excluded Charged Assets remains pledged pursuant to the Agreement to secure all Secured Obligations, including without limitation the Designated Secured Obligations; and (ii) such Excluded Charged Assets remain pledged under Section 3.1 of the Agreement to secure any Secured Obligations that are not Designated Secured Obligations. 2.2 Subsequently Acquired Collateral If any Pledgor shall acquire (by purchase, stock dividend, distribution or otherwise) any additional Collateral at any time or from time to time after the date of the Agreement, (i) such Collateral shall automatically (and without any further action being required to be taken) be subject to the pledge and security interests created pursuant to Section 3.1 of the Agreement and, furthermore, such Pledgor will thereafter take (or cause to be taken) all actions (as promptly as practicable and, in any event, within 10 days after it obtains such Collateral) required with respect to such Collateral pursuant to and in accordance with, the procedures set forth in Section 3.2 of the Agreement, and will promptly thereafter deliver to the Pledgee (i) a certificate executed by an authorized officer of such Pledgor describing such Collateral and certifying that the same has been duly pledged in favor of the Pledgee (for the benefit of the Beneficiaries) hereunder, and (ii) supplements to Annexes A through F of the Agreement as are necessary to cause such Annexes to be complete and accurate at such time. 3. FURTHER ASSURANCES Each Pledgor agrees that it will join with the Pledgee in executing any encumbrance or assurance and, at such Pledgor's own expense, if necessary, file and refile under the UCC or any other applicable law such financing statements, continuation statements and other documents, in form reasonably acceptable to the Pledgee, in such offices as the Pledgee may reasonably deem necessary or appropriate, and wherever required or permitted by law in order to perfect and preserve the Pledgee's security interest in the Collateral hereunder and hereby authorizes the Pledgee to file financing statements and amendments thereto relative to all or any part of the Collateral (including, without limitation, (x)	

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Short particulars of all the property mortgaged or charged

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Short particulars

financing statements which list the Collateral specifically and/or "all assets" as collateral) without the signature of such Pledgor where permitted by law, and agrees to do such further acts and things and to execute and deliver to the Pledgee such additional conveyances, assignments, agreements and instruments as the Pledgee may reasonably require or deem advisable to carry into effect the purposes of the Agreement or to further assure and confirm unto the Pledgee its rights, powers and remedies hereunder or thereunder.

4. TRANSFER BY THE PLEDGORS

Except as permitted pursuant to or not restricted by any of the Senior Finance Documents (i) prior to the date all Secured Obligations (other than contingent indemnification obligations not then due) and all other amounts owing under and with respect to the Senior Finance Documents have been paid in full and all Commitments under the Senior Finance Documents have been terminated, and (ii) thereafter, pursuant to the other Security Documents, no Pledgor will sell or otherwise dispose of, grant any option with respect to, or mortgage, pledge or otherwise encumber any of the Collateral or any interest therein.

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	Please give the short particulars of the property mortgaged or charged.
Short particulars	<u>SCHEDULE 2 – DEFINITIONS</u> “Additional Liability” has the meaning given to it in the Group Intercreditor Deed. “Administrative Agent” means GE Corporate Banking Europe SAS. “Agent” means the Facility Agent, the US Paying Agent, the Administrative Agent and the Relevant Agent. “Arrangers” means the Mandated Lead Arrangers and “Arranger” means any of them. “Authorised Representative” means the facility agent, trustee or similar representative in respect of any Series of Senior Liabilities and the Senior Representative, if any. “Beneficiaries” means the First Beneficiary and the Second Beneficiaries. “Bookrunners” means Deutsche Bank AG, London Branch, J.P. Morgan Plc, The Royal Bank of Scotland Plc and Goldman Sachs International. “Collateral” shall have the meaning set forth in Section 3.1 of the Agreement. “Collateral Accounts” shall mean any and all accounts established and maintained by the Pledgee in the name of any Pledgor to which Collateral may be credited. “Commitments” means, in respect of a Senior Lender, its Commitment as defined in the Senior Facilities Agreement, and in respect of any other Senior Finance Party, the aggregate of the principal amount advanced by it that has not been repaid, in each case under the Senior Finance Documents, and (without duplication) its uncanceled commitment to extend further credit to the Obligors under the Senior Finance Documents. “Company” means Virgin Media Investment Holdings Limited and its successors in title from time to time. “Deed of Accession” means a Deed of Accession substantially in the form set out in Schedule 1 (<i>Deed of Accession</i>) of the Group Intercreditor Deed or in such other form as the Relevant Agent and the Obligors' Agent shall agree. “Designated Refinancing Facilities Agreement” means, upon repayment of all liabilities under the Senior Facilities Agreement and cancellation of all undrawn commitments thereunder, any Refinancing Facilities Agreement designated or redesignated as the “Designated Refinancing Facilities Agreement” by written notice from the Company to the Security Trustee (with a copy to each Authorised Representative). Only one agreement at a time may be a Designated Refinancing Facilities Agreement.

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	"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 and its successors in title from time to time to the Security Trustee, which notice will certify that the Financial Indebtedness is an instrument for which Rule 3-16 of Regulation SX 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. "Encumbrance" means: (a) a mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person; (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect payment of sums owed or payable to any person; or (c) any other type of agreement or preferential arrangement (including title transfer and retention arrangements) having a similar effect. "Enforcement Control Event" has the meaning given to it in the Group Intercreditor Deed. "Event of Default" shall mean each of: (i) a Senior Default; and (ii) an event of default or termination event (however described) under any Hedging Agreement. "Excluded Charged Assets" in relation to any Designated Secured Obligations means any shares, membership interests, partnership interests, equity participations or other equivalent (however designated) ownership interests (the "Ownership Interests") in, or other securities of, a Subsidiary of 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 any Pledgor to the extent that pledging such Ownership Interests or other securities under the Agreement 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	

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Short particulars	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 3.1 of the Agreement. "Existing Hedging Counterparties" means the institutions listed in schedule 4 of the Group Intercreditor Deed. "Facility Agent" means the Original Facility Agent or its successor or any agent, trustee or other person fulfilling a similar role under the Senior Facilities Agreement or the Designated Refinancing Facilities Agreement from time to time. "Finance Parties" means the Agents, the Arrangers, the Bookrunners, the Security Trustee, the Lenders and each Hedge Counterparty, the holders of any Senior Secured Notes and the trustees and/or other agents in respect of any Senior Secured Notes and "Finance Party" means any of them. "Financial Asset" shall have the meaning given such term in Section 8-102(a)(9) of the UCC. "Financial Indebtedness" has the meaning given to it in the Senior Facilities Agreement. "First Beneficiary" means the Security Trustee to the extent only of the amounts payable to it in its capacity as such (for its own account) pursuant to the Senior Finance Documents. "Group" means the Ultimate Parent and its Subsidiaries from time to time. "Group Intercreditor Agreement" or "Group Intercreditor Deed" shall have the meaning set forth in the recitals to the Agreement. "Hedge Counterparties" means, collectively, the Existing Hedge Counterparties and, following their accession to the Group Intercreditor Deed in accordance with the provisions of Clause 18.3 (New Creditors) of the Group Intercreditor Deed, any New Hedge Counterparties. "Hedging Agreement" means any and each agreement entered into from time to time between an Obligor and a Hedge Counterparty in connection with Hedging Arrangements. "Hedging Arrangements" means any interest rate or currency protection arrangements (whether by way of interest rate or cross currency swap, cap, collar or otherwise) from time to time entered into by any Obligor which arrangements hedge the interest rate or currency exposure of the Group and which are permitted under the Senior Facilities

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Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement and which are documented by one or more Hedging Agreements.

"Hedging 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).

"Indemnitees" shall have the meaning set forth in Section 11 of the Agreement.

"Instructing Party" has the meaning given to it in the Group Intercreditor Deed.

"Instrument" shall have the meaning given such term in Section 9-102(a)(47) of the UCC.

"Intergroup Creditor" means:

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

"Intergroup Debtor" means:

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

"Intergroup Liabilities" means all present and future obligations constituted by Indebtedness owed by any Intergroup Debtor to any Intergroup Creditor together with any related Additional Liabilities owed to any Intergroup Creditor and together also

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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.

"Investment Property" shall have the meaning given such term in Section 9-102(a)(49) of the UCC.

"Lenders" has the meaning given to it in 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.

"Limited Liability Company Assets" shall mean all assets, whether tangible or intangible and whether real, personal or mixed (including, without limitation, all limited liability company capital and interest in other limited liability companies), at any time owned by any Pledgor and represented by any Limited Liability Company Interest.

"Limited Liability Company Interests" shall mean the entire limited liability company membership interest at any time owned by any Pledgor in any limited liability company organized under the laws of the United States or any State or territory thereof or the District of Columbia.

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

"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 (New Creditors) of the Group Intercreditor Deed and **"New Hedge Counterparties"** means all such parties.

"New Senior Liabilities" shall have the meaning given to such term in Clause 12 (*New Senior Liabilities*) (excluding, for the avoidance of doubt, any credit exposure of a Senior Finance Party, if any, in its capacity as a Hedge Counterparty, if applicable).

"Notes" shall mean (x) all intercompany notes at any time issued to and held by any Pledgor and (y) all other promissory notes from time to time issued to or held by any Pledgor.

"Obligations" shall have the meaning set forth in Section 2 of the Agreement.

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

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6	Short particulars of all the property mortgaged or charged	
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Short particulars	“Obligors' Agent” means the Company in its capacity as agent pursuant to Clause 30.18 (<i>Obligors' Agent</i>) of the Senior Facilities Agreement, or any person acting in a corresponding capacity pursuant to any Designated Refinancing Facilities Agreement. “Original Execution Date” means 3 March 2006. “Original Facility Agent” means Deutsche Bank AG, London Branch. “Original Senior Borrowers” means the entities listed in Part I of Schedule 3 of the Group Intercreditor Deed. “Original Senior Guarantors” means the entities listed in Part II of Schedule 3 of the Group Intercreditor Deed. “Partnership Assets” shall mean all assets, whether tangible or intangible and whether real, personal or mixed (including, without limitation, all partnership capital and interest in other partnerships), at any time owned by any Pledgor and represented by any Partnership Interest. “Partnership Interest” shall mean the entire general partnership interest or limited partnership interest at any time owned by any Pledgor in any general partnership or limited partnership organized under the laws of the United States or any State or territory thereof or the District of Columbia. “Proceeds” shall have the meaning given such term in Section 9-102(a)(64) of the UCC. “Priority Liabilities” has the meaning given to it in the Group Intercreditor Deed. “Refinancing Facilities Agreement” means any agreement under which debt facilities are made available for the refinancing of the facilities made available under the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement and which is designated as such by the Company by notice to the Security Trustee and any Relevant Agent, provided that the aggregate principal amount of such refinancing indebtedness does not exceed the aggregate principal amount of the Commitments of the Senior Lenders under the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement that it is refinancing plus any amount permitted to be incurred under Clause 12 (<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. “Rule 3-16” has the meaning given to such term in the definition of “Designated Secured Obligations”.	

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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	"SEC" means the United States Securities and Exchange Commission. "Second Beneficiaries" means the Facility Agent, any other Authorised Representatives, the Senior Finance Parties and the Hedge Counterparties. "Secured Obligations" means the Security Trustee Liabilities, the Senior Liabilities and the Hedging Liabilities, provided that any liabilities that have been designated as "New Senior Liabilities" under the Group Intercreditor Deed or are incurred after 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 Agreement. "Security" and "Securities" shall have the meaning given such term in Section 8-102(a)(15) of the UCC and shall in any event also include all Stock and all Notes. "Securities Act" shall mean the Securities Act of 1933, as amended, as in effect from time to time. "Security Agreement" shall mean the Security Agreement, dated as of the date of the Agreement, among the Debtors from time to time party thereto and Deutsche Bank AG, London Branch, as Security Trustee. "Security Documents" means the Security Documents (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement) and any other document executed at any time by any member of the Group conferring or evidencing any Encumbrance for or in respect of any of the Priority Liabilities. "Security Entitlement" shall have the meaning given such term in Section 8-102(a)(17) of the UCC. "Security Trustee" means Deutsche Bank AG, London Branch.	

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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	"Security Trustee Liabilities" means the amounts payable to the Security Trustee referred to in the definition of First Beneficiary. "Senior Default" means any Event of Default (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facility Agreement) and any event of default (howsoever described) under any other Senior Finance Document. "Senior Facilities Agreement" shall have the meaning given such term in the recitals to the Agreement. "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 Deed as a Senior Lender in accordance with the provisions of Clause 18.3 (New Creditors) of the Group Intercreditor Deed and in accordance with the provisions of the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement. "Senior Liabilities" has the meaning given to it in the Group Intercreditor Deed. "Senior Representative" means the representative appointed by the Instructing Party to represent the Senior Finance Parties after an Enforcement Control Event, which, in the absence of an appointment by the Instructing Party, shall be the facility agent, trustee or similar representative of the Series of Senior Liabilities representing the largest portion of the aggregate outstanding principal amount and undrawn uncanceled commitments of all Senior Liabilities at the relevant date of determination. "Senior Secured Notes" has the meaning given to it in the Senior Facilities Agreement. "Senior Secured Notes Documents" shall have the meaning given such term in the recitals to the Agreement.

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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	"Series" means any series or class of Senior Liabilities outstanding from time to time. For the avoidance of doubt, all Senior Liabilities outstanding under the same facilities agreement, note indenture or other debt agreement shall constitute a single Series unless any tranche or series under such agreement has different rights in respect of the Security, in which case such tranche or series shall constitute a separate Series as the context requires. "Stock" shall mean all of the issued and outstanding shares of capital stock of any corporation incorporated under the laws of the United States or any State or territory thereof or the District of Columbia at any time owned by any Pledgor. "Subsidiary" of a company shall be construed as a reference to: (a) any company: (i) more than 50% of the issued share capital or membership interests of which is beneficially owned, directly or indirectly, by the first-mentioned company; or (ii) where the first-mentioned company has the right or ability to control directly or indirectly the affairs or the composition of the board of directors (or equivalent of it) of such company; or (iii) which is a Subsidiary of another Subsidiary of the first-mentioned company; or (b) for the purposes of Clause 22 (Financial Information) and Clause 23 (Financial Condition) and any provision of the Senior Facilities Agreement where the financial terms defined in Clause 23 (Financial Condition) of the Senior Facilities Agreement are used, any legal entity which is accounted for under applicable GAAP as a Subsidiary of the first-mentioned company. "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York from time to time; provided that all references herein to specific Sections or subsections of the UCC are references to such Sections or subsections, as the case may be, of the Uniform Commercial Code as in effect in the State of New York on the date of the Agreement; provided further that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect on or after the date of the Agreement in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of the Agreement relating to such perfection or effect of perfection or non-perfection or availability of such remedy. "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	

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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	appointed for the purposes of, carrying out the functions set out in Clause 30.21 (US Paying Agent) of the Senior Facilities Agreement subject to the terms set out in that Clause. “Ultimate Parent” means Virgin Media Inc. and its successors in title from time to time.	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3290823
CHARGE NO. 15

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AMENDED AND RESTATED
PLEDGE AGREEMENT DATED 19 JANUARY 2010 AND
CREATED BY NTL CHARTWELL HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE TO
DEUTSCHE BANK AG LONDON BRANCH (THE SECURITY
TRUSTEE) FROM ALL OR ANY OF THE OBLIGORS TO THE
HEDGE COUNTERPARTIES (OR ANY ONE OR MORE OF THEM)
ON ANY ACCOUNT WHATSOEVER AND ALL MONIES DUE OR
TO BECOME DUE 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

LH



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES