

MG01

Particulars of a mortgage or charge



226/39/13
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 register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

TUESDAY



LV4ICGE8

LD2

05/01/2010

46

COMPANIES HOUSE

1

Company details

Company number

7 1 0 8 2 9 7

Company name in full

Virgin Media Investments Limited

For official use

2

→ **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

d2 d3 m1 m2 y2 y0 y0 y9

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

A share pledge agreement dated 23 December 2009 (the "**Agreement**") and
entered into between Virgin Media Investments Limited as Pledgor (the
"**Pledgor**"), Deutsche Bank AG, London Branch as Pledgee (the "**Pledgee**")
and Future Entertainment S.à r.l. as the Company (the "**Company**").

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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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

PLEDGE

As continuing first ranking security (*gage de premier rang*) for the due and full payment and discharge of the Secured Obligations, the Pledgor, as legal owner of the Shares, pledged, as of the Effective Time, the Shares to, and in favour of, the Pledgee.

NEGATIVE COVENANTS

Each of the Pledgor and the Company covenanted that during the Security Period, unless the Pledgee otherwise consents in writing:

1. it will not do or cause or permit to be done anything which will, or could reasonably be expected to have a material adverse effect on the Pledge or the rights of the Pledgee thereunder or which in any way is inconsistent with or materially depreciates, jeopardises or otherwise prejudices the value of the Shares;
2. it will not sell, dispose of, pledge or otherwise encumber hereafter, the whole or any part of the Shares or any interest therein to anyone other than pursuant to this Agreement;
3. it will not take any other action that is inconsistent or conflicts with its obligations under the Senior Facilities Agreement; and

Please see Continuation Sheet 1 for further Short Particulars.

Please see the Schedule for definitions.

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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

Continuation Sheet 1

4. it will not take or permit to be taken any action, and in particular any act of disposal of the assets of the Company, whereby the rights attaching to the Shares are altered or diluted or as a direct or indirect result of which the value of the Shares is, or is under the risk to be, affected by a material adverse effect, which action shall include without limitation, save as otherwise permitted under the Senior Facilities Agreement:

- a. any amalgamation, merger or consolidation of the Company or the Pledgor with any other person or the participation of the Company or the Pledgor in any other type of corporate reconstruction;
- b. the issuance of any further shares of the Company or the alteration of any rights attaching to the Shares or the repayment or redemption of the Shares; and
- c. a voluntary dissolution or liquidation of the Company or the Pledgor.

Please see the Schedule for definitions.

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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

Continuation Sheet 2

SCHEDULE

DEFINITIONS

"Additional Liabilities" 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:

1. any deferral, extension, novation or refinancing of such Liability;
2. any claim for damages, restitution or otherwise made in connection with such Liability;
3. 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;
4. 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
5. any amount (such as post-insolvency interest) which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Authorised Representatives" has the meaning ascribed to such term in the Group Intercreditor Deed.

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

"C Facility Liabilities" has the meaning ascribed to such term in the Senior Facilities Agreement.

"C Facility Security Documents" means the security documents (other than the share charge agreement specified in paragraph 2 of Part 4 of Schedule 4 (Vanilla Initial Security Documents) to the Senior Facilities Agreement and the assignment of loans dated 31 July 2006 granted by the Parent in favour of the Security Trustee in respect of the shares of the Company.

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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

Continuation Sheet 3

"Effective Time" means 00:01 (GMT) on 1 January 2010.

"Encumbrance" means:

1. a mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person;
2. 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
3. any other type of agreement or preferential arrangement (including title transfer and retention arrangements) having a similar effect.

"Facility Agent" means Deutsche Bank AG, London Branch.

"Finance Documents" has the meaning ascribed to such term 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 (as such term is defined in the Senior Facilities Agreement) from time to time.

"Group Intercreditor Deed" means the group intercreditor deed dated 3 March 2006 (as amended and restated on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008 and 30 October 2009) and made between 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).

"Hedge Counterparties" means, collectively, the Existing Hedge Counterparties (as such term is defined in the Group Intercreditor Deed) and, following their accession to the Group Intercreditor Deed in accordance with the provisions of Clause 18.3 (New Creditors), any New Hedge Counterparties (as such term is defined in the Group Intercreditor Deed) and a **"Hedge Counterparty"** means any one of them.

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

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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

Continuation Sheet 4

"**Hedging Arrangements**" has the meaning ascribed to such term in the Group Intercreditor Deed.

"**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 Liabilities**" has the meaning ascribed to such term in the Group Intercreditor Deed.

"**Liabilities**" means all present and future obligations constituted by Indebtedness owed by any Intergroup Debtor to any Intergroup Creditor (as such terms are defined in the Group Intercreditor Deed) 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.

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

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

"**Parent**" means Virgin Media Finance Plc and its successors in title from time to time.

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

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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

Continuation Sheet 5

"Refinancing Facilities Agreement" has the meaning ascribed to such term in the Group Intercreditor Deed.

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

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

"Security 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 (as such term is defined in the Group Intercreditor Deed)) 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 Period" means the period beginning on the date of the Agreement and ending on the date upon which:

1. none of the Beneficiaries is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrowers under any of the Finance Documents; and
2. all Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

"Security Trustee" means Deutsche Bank AG, London Branch.

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

"Senior Facilities Agreement" means the senior facilities agreement dated March 3, 2006 (as amended and restated on 22 May 2006, 10 July 2006, 10 August 2006, 4 April 2007, 15 May 2008, 10 November 2008 and 30 October 2009).

"Senior Finance Document" has the meaning ascribed to such term in the Group Intercreditor Deed.

"Senior Finance Parties" has the meaning ascribed to such term in the Group Intercreditor Deed.

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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

Continuation Sheet 6

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

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

"Shares" means all the four hundred thousand (400,000.-) shares (parts sociales) of the Company in registered form, having a par value of one British Pound (GBP 1.-) each, held by the Pledgor in the Company, representing, on the date of the Agreement, one hundred per cent (100%) of the subscribed share capital of the Company, as well as the securities acquired or offered in substitution for such shares and one hundred per cent (100%) of those shares or securities which may be subscribed by the Pledgor in the case of an increase of share capital of the Company following an exchange, merger, consolidation, division, issue of stock dividend, subscription for cash or otherwise and, generally, one hundred per cent (100%) of all such stock and shares in the capital of the Company now or at any time hereafter owned by the Pledgor and, subject to Clause 2(b) of the Agreement, one hundred per cent (100%) of the dividends or interest thereon, redemption distribution, bonus, preference, option rights or other rights to or in respect thereof.

"Ultimate Parent" means Virgin Media Inc. and its successors in title from time to time.

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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. 7108297
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 23 DECEMBER 2009 AND CREATED BY VIRGIN MEDIA
INVESTMENTS LIMITED FOR SECURING ALL SUMS 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 5 JANUARY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2010



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**