

MG01

Particulars of a mortgage or charge

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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 Scottish company. To do this, please use form MG01s.

FRIDAY



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22/01/2010

17

COMPANIES HOUSE

1

Company details

Company number

7 1 0 8 2 9 7

Company name in full

Virgin Media Investments Limited (the "Pledgor")

For official use

4

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

A Share Pledge Agreement dated 19 January 2010 (the "Agreement") and entered into between 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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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

PLEDGE

Subject to any Clause of the Agreement, the Existing Pledge and the Group Intercreditor Deed, as continuing security interest (*gage*) for the due and full payment and discharge of the Secured Obligations, the Pledgor, as legal and beneficial owner of the Shares, pledged, the Shares to, and in favour of, the Pledgee.

RULE 3-16 LIMITATION

- (a) Notwithstanding Clause 2 of the Agreement, the Excluded Charged Assets are not charged under the Agreement to secure the Designated Secured Obligations. For the avoidance of doubt,
 - (ii) all other Charged Assets remain pledged or assigned (as the case may be) under the Agreement to secure all Secured Obligations, including without limitation the Designated Secured Obligations; and
 - (ii) such Excluded Charged Assets remain pledged under Clause 2 of the Agreement to secure any Secured Obligations that are not 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	<p>(b) Excluded Charged Assets in relation to any Designated Secured Obligations means any shares or other securities of a Subsidiary of Virgin Media Inc. (excluding the shares or other securities issued by Virgin Media Investments Limited or any successor entity upon any merger, reorganisation or other restructuring effecting it) that are owned by any chargor or pledgor to the extent that charging or pledging such shares 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 shares or securities will constitute Excluded Charged Assets if any member of the Group takes any action in the form of a reorganisation, merger or other restructuring, a principal purpose of which is to provide for the limitation of the charge on any Shares or other securities pursuant to Clause 3(a) of the Agreement.</p> <p>(c) 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 shares or other securities secure any Designated Secured Obligations, then such shares 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 (c) apply, the Agreement 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 Secured Obligations referred to in paragraph (a)(ii) of this Clause 3) in favour of the Pledgee on the relevant Shares and/or other securities that are so deemed to constitute Excluded Charged Assets.</p> <p>(d) 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 shares 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 shares or other securities (as applicable) of such Subsidiary will automatically be</p>	

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Short particulars	<p>deemed not to be Excluded Charged Assets for such Designated Secured Obligations, but only to the extent necessary to not be subject to any such financial statement requirement. If the circumstances described in this paragraph (d) apply, the Agreement may be amended or modified, without the consent of any Senior Finance Party, to the extent necessary to charge in favour of the Pledgee such additional shares or other securities that were deemed to constitute Excluded Charged Assets.</p> <p>COVENANTS</p> <p>Each of the Pledgor and the Company covenanted that during the Security Period, unless the Pledgee otherwise consents in writing:</p> <ul style="list-style-type: none"> (a) 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 under the Agreement or the Existing Pledge Agreement or which in any way is inconsistent with or materially depreciates, jeopardises or otherwise prejudices the value of the Shares; (b) it will, and will cause the Company, to assist the Pledgee, in order to obtain all necessary consents, approvals and authorisations from any relevant person(s) and/or authorities in order to permit the exercise by the Pledgee of its rights and powers under the Agreement upon enforcement of the Pledge; (c) 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 the Agreement; (d) it will not take any other action that is inconsistent or conflicts with its obligations under the Senior Finance Documents; and (e) 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 of being, affected by a material adverse effect, which action shall include without limitation, save as otherwise permitted or not restricted under each of the Senior Finance Documents: <ul style="list-style-type: none"> (i) 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; (ii) 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; 	

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Short particulars

and

(iii) a voluntary dissolution or liquidation of the Company or the Pledgor.

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Short particulars	<p style="text-align: center;"><u>SCHEDULE</u></p> <p style="text-align: center;"><u>DEFINITIONS</u></p> <p>"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:</p> <ul style="list-style-type: none"> (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. <p>"Administrative Agent" means GE Corporate Banking Europe SAS.</p> <p>"Agents" means the Facility Agent, the US Paying Agent and the Administrative Agent, and "Agent" means either of them.</p> <p>"Arrangers" means the Mandated Lead Arrangers and "Arranger" means any of them.</p> <p>"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.</p> <p>"Authorised Representatives" has the meaning ascribed to such term in the Group Intercreditor Deed.</p> <p>"Beneficiaries" means the First Beneficiary and the Second Beneficiaries.</p> <p>"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.</p> <p>"C Facility Liabilities" has the meaning ascribed to such term in the Senior Facilities Agreement.</p> <p>"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.</p>	

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 387 1015 421">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="331 454 1460 600">"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.</p> <p data-bbox="331 633 1460 813">"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 Pledgor to the Pledgee 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.</p> <p data-bbox="331 846 954 880">"Effective Time" means 00:01 (GMT) on 1 January 2010.</p> <p data-bbox="331 913 595 947">"Encumbrance" means:</p> <ul data-bbox="379 969 1460 1305" style="list-style-type: none"> (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. <p data-bbox="331 1339 1460 1720">"Excluded Charged Assets" means in relation to any Designated Secured Obligations means any shares or other securities of a Subsidiary of Virgin Media Inc. (excluding the shares or other securities issued by Virgin Media Investments Limited or any successor entity upon any merger, reorganisation or other restructuring effecting it) that are owned by any chargor or pledgor to the extent that charging or pledging such shares 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 shares or securities will constitute Excluded Charged Assets if any member of the Group takes any action in the form of a reorganisation, merger or other restructuring, a principal purpose of which is to provide for the limitation of the charge on any Shares or other securities pursuant to Clause 3(a) of the Agreement.</p> <p data-bbox="331 1753 1460 1877">"Existing Pledge" means the first ranking security interest (<i>gage de premier rang</i>) over the Shares pursuant to a share pledge agreement dated December 23, 2009 and effective as of the Effective Time (as defined therein) as amended and restated on 19 January 2010, granted by the Pledgor in favour of the Pledgee.</p> <p data-bbox="331 1910 994 1944">"Facility Agent" means Deutsche Bank AG, London Branch.</p> <p data-bbox="331 1977 1377 2011">"Finance Documents" has the meaning ascribed to such term in the Senior Facilities Agreement.</p> <p data-bbox="331 2045 1265 2078">"Finance Lease" means a lease treated as a capital or finance lease pursuant to GAAP.</p>

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>"Finance Subsidiary" means any Subsidiary directly and wholly-owned by either:</p> <ul style="list-style-type: none"> (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, <p>and in either case having no Subsidiaries.</p> <p>"Financial Indebtedness" means, without double counting, any Indebtedness for or in respect of:</p> <ul style="list-style-type: none"> (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); (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. 	

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	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>"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.</p> <p>"Group" means the Ultimate Parent and its Subsidiaries (as such term is defined in the Senior Facilities Agreement) from time to time.</p> <p>"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.</p> <p>"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 (<i>New Creditors</i>) of the Group Intercreditor Deed, any New Hedge Counterparties (as such term is defined in the Group Intercreditor Deed) and a "Hedge Counterparty" means any one of them.</p> <p>"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.</p> <p>"Hedging Arrangements" has the meaning ascribed to such term in the Group Intercreditor Deed.</p> <p>"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.</p> <p>"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).</p> <p>"Intergroup Liabilities" has the meaning ascribed to such term in the Group Intercreditor Deed.</p> <p>"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 (<i>Appointment and Change of L/C Bank</i>) of the Senior Facilities Agreement and which has not resigned in accordance with paragraph (c) of Clause 5.11 (<i>Appointment and Change of L/C Bank</i>) of the Senior Facilities Agreement.</p> <p>"Lender" means a person (including each L/C Bank and each Ancillary Facility Lender) which:</p> <ul style="list-style-type: none"> (a) is named in Part 1 of Schedule 1 (<i>Lenders and Commitments</i>) of the Senior Facilities Agreement; (b) has become a party to the Senior Facilities Agreement in accordance with the provisions of Clause 37 (<i>Assignments and Transfers</i>) 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 (<i>Alternative Bridge Facility Refinancing</i>) of the Senior Facilities Agreement, 	

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Short particulars	<p>which in each case has not ceased to be a party to the in accordance with the terms of the Senior Facilities Agreement.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"New Senior Liabilities" shall have the meaning given to such term in Clause 12 (<i>New Senior Liabilities</i>) 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).</p> <p>"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.</p> <p>"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.</p> <p>"Original Execution Date" means 3 March 2006.</p> <p>"Original L/C Bank" means Deutsche Bank AG, London Branch.</p> <p>"Parent" means Virgin Media Finance Plc and its successors in title from time to time.</p> <p>"Priority Liabilities" means the Senior Liabilities and the Hedging Liabilities.</p> <p>"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.</p>

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Short particulars	<p>"Refinancing Facilities Agreement" has the meaning ascribed to such term in the Group Intercreditor Deed.</p> <p>"Rule 3-16" means Rule 3-16 of Regulation S-X under the Securities Act.</p> <p>"SEC" means the United States Securities and Exchange Commission.</p> <p>"Second Beneficiaries" means the Facility Agent, any other Authorised Representatives, the Senior Finance Parties and the Hedge Counterparties.</p> <p>"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,</p> <ul style="list-style-type: none"> (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 Pledgee, acting reasonably, has not agreed to act as security trustee for, <p>shall not, in any such case constitute "Secured Obligations" for the purpose of Agreement.</p> <p>"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.</p> <p>"Security Period" means the period beginning on the date of the Agreement and ending on the date upon which:</p> <ul style="list-style-type: none"> (a) 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 (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full. <p>"Security Trustee" means Deutsche Bank AG, London Branch.</p> <p>"Security Trustee Liabilities" means the amounts payable to the Security Trustee referred to in the definition of First Beneficiary.</p> <p>"Senior Facilities Agreement" means the senior facilities agreement dated 3 March 2006 (as amended and restated from time to time) between <i>inter alios</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.</p>	

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Short particulars	<p>"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.</p> <p>"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.</p> <p>"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.</p> <p>"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:</p> <ul style="list-style-type: none"> (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. <p>"Senior Secured Notes" has the meaning given to the term "Notes" in the Senior Secured Notes Indenture.</p> <p>"Senior Secured Notes Documents" means the Senior Secured Notes Indenture including the guarantees set out therein, and the Senior Secured Notes.</p> <p>"Senior Secured Notes Indenture" means the indenture dated on or about the date of this Agreement governing the \$1,000,000,000 6.50% Senior Secured Notes due 2018 and the £875,000,000 7.00% Senior Secured Notes due 2018, 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.</p>

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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	<p>“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 this 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) hereof, 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.</p> <p>“Steps Paper” means the alternative papers entitled “Steps Plan: Version 1 – Combination of NTL, Telewest and Virgin Mobile before Structures 1 and 2” and “Steps Plan: Version 2 – Combination of NTL, Telewest and Virgin Mobile after Structures 1 and 2”, 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.</p> <p>“Subsidiary” of a company shall be construed as a reference to:</p> <ul style="list-style-type: none"> (a) any company: <ul style="list-style-type: none"> (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 (<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>) 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. <p>“Ultimate Parent” means Virgin Media Inc. and its successors in title from time to time.</p> <p>“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.</p> <p>“VMIH” means Virgin Media Investment Holdings Limited.</p> <p>“VMIH Sub” means VMIH Sub Limited.</p>	

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Particulars of a mortgage or charge

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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

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 & Carter LLP

X

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

MG01

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. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 19 JANUARY 2010 AND CREATED BY VIRGIN MEDIA
INVESTMENTS 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

h/t



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES