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COMPANIES FORM No. 395

2246 22/13

395

Particulars of a mortgage or charge

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

* insert full name of Company

To the Registrar of Companies

For official use

Company number

13

03173552

Name of company

✓ Virgin Media Investment Holdings Limited (formerly known as NTL Investment Holdings Limited), a company incorporated in England and Wales having its registered office at 160 Great Portland Street, London W1W 5QA (the "Pledgor")

Date of creation of the charge

15 May 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

T A Share Pledge Agreement (the "Pledge Agreement") entered into between the Pledgor and Deutsche Bank AG, London Branch as the Pledgee (the "Pledgee")

Amount secured by the mortgage or charge

+ 10

All the monies and all of each Borrower's present and future indebtedness, obligations and liabilities under the Facility Agreement owed to the Finance Parties of any kind and in any currency (whether present or future, actual or contingent and whether owed by such Borrower as principal or surety or incurred alone or jointly with another and whether owed to the Finance Parties as original obligee or as assignee or transferee), including (without limitation) interest, fees, banking charges, commission and expenses (the "Secured Obligations").

(In this Form 395, unless otherwise defined, the terms used have the meaning given thereto in Schedule 2 in the continuation sheets).

Names and addresses of the mortgagees or persons entitled to the charge

T Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London, United Kingdom

Postcode EC2N 2DB

Presentor's name address and reference (if any):

White & Case LLP
5 Old Broad Street
London EC2N 1DW

Our ref: CK/BD - 4410650-0205
Tel.: 02075321967

Time critical reference

For official Use

Mortgage Section

Post room

FRIDAY



LD7 *L5DREA9R* 29/05/2009 248

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedule 1 in the continuation sheets.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed WHITE & CASE LLP

Date 29 May 2009

On behalf of the Pledgee

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See note 5)

NOTES

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry mortgage for or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Please do not
write in this
binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

Please complete
legibly, preferably
in black type, or
bold block lettering

Continuation sheet No. 1
to Form No 395 and 410 (Scot)

Company Number

03173552

Name of company

Virgin Media Investment Holdings Limited (formerly known as NTL Investment Holdings Limited), a company incorporated in England and Wales having its registered office at 160 Great Portland Street, London W1W 5QA (the "Pledgor")

SCHEDULE 1: SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**1. PLEDGE****1.1 Creation of the 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, has pledged the Shares to, and in favour of, the Pledgee.

2. COVENANTS**2.1 Negative Pledge**

The Pledgor has covenanted that during the Security Period, unless the Pledgee otherwise consents in writing, it will not:

- (a) sell, dispose of, pledge or otherwise encumber, the whole or any part of the Shares or any interest therein to anyone other than pursuant to the Pledge Agreement;
- (b) 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 Pledge Agreement or which in any way is inconsistent with or materially depreciates, jeopardises or otherwise prejudices the value of the Shares; or
- (c) 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 Facility Agreement:
 - (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; and
 - (iii) a voluntary dissolution or liquidation of the Company or the Pledgor.

2.2 Further Acts

The Pledgor has covenanted that during the Security Period, unless the Pledgee otherwise consents in writing:

- (a) it will take any action that is necessary from time to time to maintain and ensure the validity and perfection of the security interests created under the Pledge Agreement and not take or omit to take any action, which act or omission would directly or indirectly adversely affect the validity and enforceability of the Pledge; and
- (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 Pledge Agreement upon enforcement of the Pledge.

3. EFFECTIVENESS OF THE PLEDGE

3.1 Continuing Security

The Pledge shall be a continuing first ranking security (*gage de premier rang*) and shall not be considered as satisfied or discharged or prejudiced by any intermediate payment, satisfaction or settlement of any part of the Secured Obligations and shall remain in full force and effect until it has been released in accordance with the terms of the Pledge Agreement.

SCHEDULE 2

"**Borrower**" shall have the meaning given to it in the Facility Agreement.

"**Company**" means Future Entertainment S.à.r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*), with registered office at Media Center Betzdorf, 11 rue Pierre Werner, L-6832 Betzdorf, Grand Duchy of Luxembourg, registered with the RCS under number B 145.414 and having a statutory capital of GBP 20,000.

"**Finance Parties**" shall have the meaning given to it in the Facility Agreement.

"**Facility Agreement**" means a senior facilities agreement (the "**Senior Facilities Agreement**") dated 3 March 2006 (as amended and restated on 22 May 2006, 10 August 2006, 4 April 2007, 15 May 2008 and 10 November 2008) between, *inter alios*, Virgin Media Inc. as Ultimate Parent, Virgin Media Finance plc as Parent, Virgin Media Investment Holdings Limited, Telewest Communications Network Limited and VMIH Sub Limited as UK Borrowers, Virgin Media Dover LLC as US Borrower, Deutsche Bank AG, London Branch, J.P. Morgan plc, The Royal Bank of Scotland plc and Goldman Sachs International as Bookrunners and as Mandated Lead Arrangers, Deutsche Bank AG, London Branch as Facility Agent and as Security Trustee, Deutsche Bank AG, New York Branch as US Paying Agent, GE Corporate Banking Europe SAS as Administrative Agent and the persons named therein as Lenders.

"**Pledge**" means the first ranking security interest (*gage de premier rang*) over the Shares created by, and in accordance with, the Pledge Agreement.

Security Period means the period starting as of the date of the Pledge Agreement and ending on the date upon which the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and there is no possibility of any further Secured Obligations coming into existence.

"**Shares**" means all the twenty thousand (20,000.-) 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 Pledge Agreement, 100% of the subscribed share capital of the Company, as well as the securities acquired or offered in substitution for such shares and 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, 100% of all such stock and shares in the capital of the Company at the date of the Pledge Agreement or at any time thereafter owned by the Pledgor and, subject to Clause 3(b) under the Pledge Agreement, 100% of the dividends or interest thereon, redemption distribution, bonus, preference, option rights or other rights to or in respect thereof.

+45



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 3173552
CHARGE NO. 13

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT
DATED 15 MAY 2009 AND CREATED BY VIRGIN MEDIA
INVESTMENT HOLDINGS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH BORROWER
TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 29 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JUNE 2009

pl/c 13

