

MG01

Particulars of a mortgage or charge



000111/7,436.

A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

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

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

FRIDAY



LU00TGJVJ
L11 22/01/2010 29
COMPANIES HOUSE

1 Company details For official use

Company number: 0 3 1 7 3 5 5 2

Company name in full: Virgin Media Investment Holdings Limited

→ **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: 01 09 2006 19 10 2010

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 Blocked Account Charge dated 3 March 2006 (the "Charge") and amended on 19 January 2010 and made between, *inter alios*, Virgin Media Investment Holdings Limited (the "Charging Entity") and Deutsche Bank AG, London Branch (the "Security Trustee").

4 Amount secured

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

Amount secured: The Secured Obligations.

PLEASE SEE THE SCHEDULE FOR DEFINITIONS

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

MG01

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, 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

- 1 **CHARGE**

As continuing security for the payment, discharge and performance of the Secured Obligations, the Charging Entity charged the Deposit in favour of the Security Trustee as trustee for the Beneficiaries.
2. **ASSIGNMENT**

As security for the payment and discharge of all of the Secured Obligations the Charging Entity assigned absolutely and with full title guarantee all of its rights, title and interest in the Deposit to the Security Trustee to hold the same on trust for the Beneficiaries on the terms set out in the Security Trust Agreement and the Group Intercreditor Deed.
3. **FURTHER ASSURANCE**
 - 3.1 The Charging Entity shall promptly upon demand by the Security Trustee do all such acts or execute such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee in its reasonable discretion may require for:
 - 3.1.1 exercising the Collateral Rights;
 - 3.1.2 perfecting or protecting the security created (or intended to be created) by the Charge;
 - 3.1.3 preserving or protecting the Collateral Rights;
 - 3.1.4 facilitating the realisation or enforcement of the security constituted by the Charge on or at any time after (and for so long as) the same shall have become enforceable; and
 - 3.1.5 the exercise of any power, authority or discretion vested in the Security Trustee under the Charge,

provided that the Security Trustee will not require the Charging Entity to do any act or execute any document which would cause it to contravene any of the Finance Documents.

MG01 - continuation page

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

SCHEDULE

DEFINITIONS

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

“**Accession Notice**” means a duly completed notice of accession in the form of Part 1 of Schedule 7 (*Form of Accession Notice*) of the Senior Facilities Agreement.

“**Additional Liability**” means in relation to a Liability, any liability which arises or is incurred as a result of or in connection with:

- (a) any deferral, extension, novation or refinancing of such Liability;
- (b) any claim for damages, restitution or otherwise made in connection with such Liability;
- (c) any claim against an Obligor resulting from a recovery by such Obligor or any other person of a payment or discharge in respect of such Liability on the grounds of preference or otherwise; or
- (d) any amount (such as post-insolvency interest) which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

“**Administrative Agent**” means GE Corporate Banking Europe SAS and any successor thereto.

“**Affiliate**” means, in relation to a person, any other person directly or indirectly controlling, controlled by or under direct or indirect common control with that person, and for these purposes “control” shall be construed so as to mean the ownership, either directly or indirectly and legally or beneficially, of more than 50% of the issued share capital of a company or the ability to control, either directly or indirectly, the affairs or the composition of the board of directors (or equivalent of it) of a company and “controlling”, “controlled by” and “under common control with” shall be construed accordingly.

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

“**Alternative Bridge Liabilities**” shall have the meaning ascribed to such term in the Group Intercreditor Agreement.

“**Ancillary Facility**” means any:

- (a) overdraft, automated payment, cheque drawing or other current account facility;
- (b) forward foreign exchange facility;
- (c) derivatives facility;
- (d) guarantee, bond issuance, documentary or stand-by letter of credit facility;
- (e) performance bond facility; and/or
- (f) such other facility or financial accommodation as may be required in connection with the Group Business and which is agreed in writing between the relevant UK Borrowers and the relevant Ancillary Facility Lender.

6

Short particulars of all the property mortgaged or charged

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

Short particulars

"Ancillary Facility Documents" means the documents and other instruments pursuant to which an Ancillary Facility is made available and the Ancillary Facility Outstandings under it are evidenced.

"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 granted pursuant to the terms of the Senior Facilities Agreement.

"Ancillary Facility Outstandings" means (without double counting), at any time with respect to an Ancillary Facility Lender and each Ancillary Facility provided by it, the aggregate of:

- (a) all amounts of principal then outstanding under any overdraft, automated payment, cheque drawing or other current account facility (determined in accordance with the applicable terms) as at such time; and
- (b) in respect of any other facility or financial accommodation, such other amount as fairly represents the aggregate potential exposure of that Ancillary Facility Lender with respect to it under its Ancillary Facility, as reasonably determined by that Ancillary Facility Lender from time to time in accordance with its usual banking practices for facilities or accommodation of the relevant type (including without limitation, the calculation of exposure under any derivatives facility by reference to the mark-to-market valuation of such transaction at the relevant time).

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

"B2 Facility" means the term loan facility granted to the Company pursuant to paragraph (d)(i) of Clause 2.1 of the Senior Facilities Agreement.

"B3 Facility" means the term loan facility granted to the Company pursuant to paragraph (e)(i) of Clause 2.1 of the Senior Facilities Agreement.

"B4 Facility" means the term loan facility granted to the Company pursuant to paragraph (f)(i) of Clause 2.1 of the Senior Facilities Agreement and novated to the US Borrower pursuant to the provisions of Clause 2.2 of the Senior Facilities Agreement.

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

"Barclays Intercreditor Agreement" has the meaning given to such term in the Group Intercreditor Agreement.

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

"Blocked Account" means each of the accounts specified in Schedule 1 to the Charge and **"Blocked Accounts"** means each such Block Account;

"Bookrunners" means Deutsche Bank AG, London Branch, J.P. Morgan plc, The Royal Bank of Scotland plc and Goldman Sachs International.

"Borrowers" means the UK Borrowers, the US Borrower and any Acceding Borrower.

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

"C Facility Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Obligor (or any

6

Short particulars of all the property mortgaged or charged

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

Short particulars

one or more of them) to the Senior Finance Parties (or any one or more of them) by way of principal or interest under or in connection with the C Facility together with any related Additional Liabilities owed to the C Facility Lenders.

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

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by the Charge or by law;

"Commitment" shall have the meaning ascribed to such term in the Senior Facilities Agreement.

"Company" means:

- (a) VMIH; or
- (b) following a solvent liquidation of VMIH, pursuant to the provisions of Clause 25.21 (*Solvent Liquidation*) of the Senior Facilities Agreement, NTL Finance Limited.

"Content" means any rights to broadcast, transmit, distribute or otherwise make available for viewing, exhibition or reception (whether in analogue or digital format and whether as a channel or an Internet service, a teletext-type service, an interactive service, or an enhanced television service or any part of any of the foregoing, or on a pay-per-view basis, or near video-on-demand, or video-on-demand basis or otherwise) any one or more of audio and/or visual images, audio content, or interactive content (including hyperlinks, re-purposed web-site content, database content plus associated templates, formatting information and other data including any interactive applications or functionality), text, data, graphics, or other content, by means of any means of distribution, transmission or delivery system or technology (whether now known or herein after invented).

"Conversion Notice" has the meaning given to such term in paragraph (a) of Clause 6.1 of the Senior Facilities Agreement.

"Deposit" means, in respect of each Blocked Account, each credit balance from time to time on such Blocked Account and all rights, benefits and proceeds in respect thereof;

"Documentary Credit" means a letter of credit, bank guarantee, indemnity, performance bond or other documentary credit issued or to be issued by an L/C Bank pursuant to Clause 4.1 (*Conditions to Utilisation*) of the Senior Facilities Agreement.

"Existing High Yield Notes" means the Sterling denominated 9.75% senior notes due 2014, the dollar denominated 8.75% senior notes due 2014 and the euro denominated 8.75% senior notes due 2014, in each case, issued by the Parent.

"Existing TW Security Documents" means the security documents listed in Schedule 7 (Existing Telewest Security Documents).

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

MG01 - continuation page

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

“**Fees Letters**” means the fees letters referred to in Clauses 16.2 (*Arrangement and Underwriting Fee*), 16.3 (*Agency Fee*) and 16.5 (*L/C Bank Fee*) of 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.

“**Finance Documents**” means the Relevant Finance Documents (as defined in the Senior Facilities Agreement) and “**Finance Document**” means any one of them.

“**Finance Parties**” means the Relevant Finance Parties (as defined in the Senior Facilities Agreement) and “**Finance Party**” means any of them.

“**GAAP**” means accounting principles generally accepted in the United States of America.

“**Group**” means:

(a) for the purposes of Clause 22.1 (*Financial Statements*), Clause 22.3 (*Budget*) and Clause 23 (*Financial Condition*) of the Senior Facilities Agreement and any other provisions therein using the terms defined in Clause 23 (*Financial Condition*) thereto:

(i) the Ultimate Parent and its Subsidiaries from time to time;

(ii) NTL South Herts, for so long as a member of the Group is the general partner of South Hertfordshire United Kingdom Fund, Ltd. or if it becomes a wholly-owned Subsidiary of the Group; and

(b) for all other purposes, the Ultimate Parent and its Subsidiaries from time to time.

“**Group Business**” means the provision of broadband and communications services, including:

(a) residential telephone, mobile telephone, cable television and Internet services, including wholesale Internet access solutions to Internet service providers;

(b) data, voice and Internet services to large businesses, public sector organisations and small and medium sized enterprises;

(c) national and international communications transport services to communications companies; and

(d) the provision of Content, and any related ancillary or complementary business to any of the services described above in the United Kingdom, the Isle of Man, the Republic of Ireland and the Channel Islands provided that “**Group Business**” may include the provision of any such services outside the United Kingdom, the Isle of Man, the Republic of Ireland and the Channel Islands which constitute a non-material part of the Group Business and which are acquired pursuant to an acquisition permitted under the terms of this Agreement.

“**Group Intercreditor Deed**” and “**Group Intercreditor Agreement**” mean an intercreditor deed dated 3 March 2006 as amended and restated from time to time between the Security Trustee, the Facility Agent, the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Restructuring Swap Counterparties (as each of those terms are defined therein) and certain other members of the Group have agreed to regulate their relationship as creditors on the terms set out therein.

“**Guarantors**” has the meaning ascribed to such term in the Senior Facilities Agreement.

6 Short particulars of all the property mortgaged or charged

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

Short particulars

“**Hedge Counterparty**” means each Lender or Affiliate of a Lender which is a party to a Hedging Agreement entered into for the purposes of Clause 24.9 of the Senior Facilities Agreement and “**Hedge Counterparties**” means all such Lenders or Affiliates.

“**Hedging Agreement**” means any agreement in respect of an interest rate swap, currency swap, forward foreign exchange transaction, cap, floor, collar or option transaction or any other treasury transaction or any combination of it or any other transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

“**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.

“**HYD Intercreditor Agreement**” means the intercreditor agreement dated 13 April 2004 as amended and restated from time to time between certain of the Obligors, the Finance Parties and the indenture trustee in respect of the Existing High Yield Notes as the same may otherwise be amended, supplemented, novated or restated from time to time.

“**Intergroup Liabilities**” shall have the meaning ascribed to such term in the Group Intercreditor Agreement.

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

“**Lender**” has the meaning ascribed to such term in the Senior Facilities Agreement.

“**Liabilities**” means any one or more of the Senior Liabilities, the Hedging Liabilities, the Alternative Bridge Liabilities and the Intergroup Liabilities collectively, and “**Liability**” means any of them.

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

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

“**Merger Agreement**” means the agreement and plan of merger dated as of 2 October 2005 (as amended and restated on 14 December 2005 and 30 January 2006) made between NTL, the Ultimate Parent and the Merger Sub.

“**Merger Closing Date**” means the date on which the Merger is completed in accordance with, and subject to the terms and conditions of the Merger Agreement.

MG01 - continuation page

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

“**Merger Sub**” means Neptune Bridge Borrower, LLC, a Delaware limited liability company, which has been established for the purposes of the Merger in accordance with the terms and conditions of the Merger Agreement.

“**New Security Documents**” means the Security Documents (as defined in the Senior Facilities Agreement) and the Security Documents (as defined in the Alternative Bridge Facility Agreement (as such term is defined in the Group Intercreditor Deed));

“**New Senior Liabilities**” means credit facilities or other financial accommodation provided by any Senior Finance Party under the Senior Finance Documents to the Borrowers after the date of the Group Intercreditor Agreement in accordance with Clause 12 (*New Senior Liabilities*) thereto which exceeds the total Commitments as at the date of the Group Intercreditor Agreement (excluding, for the avoidance of doubt, any credit exposure of a Senior Lender, if any, in its capacity as a Hedge Counterparty, if applicable).

“**NTL**” means Virgin Media Holdings Inc. (formerly known as NTL Holdings Inc.), a Delaware corporation, whose registered office is at 909 Third Avenue, Suite 2863, New York, NY 10022, United States of America.

“**NTL South Herts**” means NTL (South Hertfordshire) Limited.

“**Obligors**” means the Borrowers and the Guarantors and “**Obligor**” means any of them.

“**Original L/C Bank**” means Deutsche Bank AG, London Branch.

“**Parent**” means Virgin Media Finance Plc.

“**Second Beneficiaries**” means the Facility Agent, the Senior Lenders and the Hedge Counterparties;

“**Secured Obligations**” means the Security Trustee Liabilities, the Senior Liabilities and the Hedging Liabilities;

“**Security Documents**” means the New Security Documents and each of the Existing TW Security Documents listed in Part 1 of Schedule 8 (Existing Telewest Security Documents) of the Group Intercreditor Agreement;

“**Security Trust Agreement**” means an agreement dated 3 March 2006 made between, amongst others, the Security Trustee, the Facility Agent, NTL Investment Holdings Limited, and the original obligors referred to therein relating to the Security (or any replacement security trust agreement entered into in connection with any Refinancing Facilities Agreement).

“**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 a senior facilities agreement dated 3 March 2006 and as amended, restated, supplemented, novated and/or varied from time to time) 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,

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="328 367 1018 398">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="328 439 1452 524">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.</p> <p data-bbox="328 573 1366 631">“Senior Finance Documents” means the Finance Documents (as defined in the Senior Facilities Agreement).</p> <p data-bbox="328 663 1410 694">“Senior Finance Parties” means the Finance Parties (as defined in the Senior Facilities Agreement).</p> <p data-bbox="328 752 609 784">“Senior Lenders” means:</p> <ul data-bbox="328 815 1452 1057" style="list-style-type: none"><li data-bbox="328 815 1452 900">(a) a bank or financial institution or other person named in Part I of Schedule 1 (<i>Senior Lenders</i>) of the Group Intercreditor Deed (unless it has ceased to be a party thereto in accordance with the terms thereof); or<li data-bbox="328 936 1452 1057">(b) a bank or financial institution or other person which has become (and remains) a party hereto as a Senior Lender in accordance with the provisions of Clause 16.3 (<i>New Creditors</i>) of the Group Intercreditor Deed and in accordance with the provisions of the Senior Facilities Agreement or any Refinancing Facilities Agreement. <p data-bbox="328 1088 1461 1473">“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) 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>) 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, excluding in all respects any such obligations or liabilities in respect of or arising from the B2 Facility, B3 Facility and/or B4 Facility of any member of the Telewest Group incorporated in England & Wales until such time as the provisions of sections 151-158 of the Act have been complied with by such member(s) in respect of such liabilities and obligations and provided that for the purposes of the interpretation of the definition of “Senior Liabilities” in:</p> <ul data-bbox="424 1509 1461 1841" style="list-style-type: none"><li data-bbox="424 1509 1461 1688">(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 over NTLIH (the “<i>C Facility Security Documents</i>”)) only, Senior Liabilities shall not include any C Facility Liabilities; and<li data-bbox="424 1720 1461 1841">(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 Clauses 29.1 (<i>Guarantee</i>) and paragraph (b) of 29.2 (<i>Indemnity</i>) of the Senior Facilities Agreement. <p data-bbox="328 1872 1283 1904">“Steps Paper” has the meaning ascribed to such term in the Senior Facilities Agreement.</p> <p data-bbox="328 1935 1337 1966">“Structure Notice” has the meaning ascribed to such term in the Senior Facilities Agreement.</p>

MG01 - continuation page

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

“**Subsequent Security Documents**” means the security documents listed in paragraph 4 of part 6 of Schedule 4 to the Senior Facilities Agreement.

“**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 and Clause 23 of the Senior Facilities Agreement and any provision of the Senior Facilities Agreement where the financial terms defined in Clause 23 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.

“**Supplemental Additional High Yield Notes Intercreditor Agreement**” has the meaning given to it in Clause 25.4(c)(iii) (*Financial Indebtedness*) of the Senior Facilities Agreement.

“**TCN**” means Telewest Communications Network Limited.

“**Transfer Deed**” means a duly completed deed of transfer and accession in the form set out in Schedule 3 (*Form of Deed of Transfer and Accession*) of the Senior Facilities Agreement which has been executed as a deed by a Lender and a Transferee whereby such Lender seeks to transfer to such Transferee all or a part of such Lender’s rights, benefits and obligations under the Senior Facilities Agreement as contemplated in Clause 37 (*Assignments and Transfers*) thereto and such Transferee agrees to accept such transfer and to be bound by the Senior Facilities Agreement and to accede to the HYD Intercreditor Agreement, the Group Intercreditor Agreement and the Security Trust Agreement.

“**Transferee**” means a bank or other institution to which a Lender seeks to transfer all or part of its rights, benefits and obligations under the Senior Facilities Agreement pursuant to and in accordance with Clause 37 (*Assignments and Transfers*) thereto.

“**UK Borrowers**” means:

- (a) as at the date of the Senior Facilities Agreement, each of the Company, TCN and VMIH Sub; and
- (b) thereafter, any Acceding Borrower that is liable to corporation tax in the United Kingdom, excluding any UK Borrower which has been liquidated in accordance with the provisions of Clause 25.20 of the Senior Facilities Agreement but including the relevant Successor Entity (provided it is also liable to corporation tax in the United Kingdom) thereafter, and “**UK Borrower**” means any of them.

“**Ultimate Parent**” means Virgin Media Inc. and its successors in title from time to time.

“**US Borrower**” means Virgin Media Dover LLC.

“**US Paying Agent**” means as at the date of the Senior Facilities Agreement, 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 30.2 of the Senior Facilities Agreement subject to the terms set out in that Clause.

MG01 - continuation page

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

“**VMIH**” means Virgin Media Investment Holdings Limited.

“**VMIH Sub**” means VMIH Sub Limited.

MG01

Particulars of a mortgage or charge

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

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

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

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

Commission allowance or discount

None.

8 Delivery of instrument

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

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

9 Signature

Please sign the form here.

Signature

Signature

X White & Case LLP X

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

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 England

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. 3173552
CHARGE NO. 17

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A BLOCKED ACCOUNT CHARGE
DATED 19 JANUARY 2010 AND CREATED BY VIRGIN MEDIA
INVESTMENT HOLDINGS 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

LLH

