

226413/13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge



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

THURSDAY



LD3 11/02/2010 276
COMPANIES HOUSE

1 Company details

Company number 03173552

Company name in full Virgin Media Investment Holdings Limited

118 For official use

→ Filing 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 09/02/2010

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 01 A Blocked Account Charge dated 9 February 2010 (the "Charge") and made between Virgin Media Investment Holdings Limited (the "Chargor") 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.

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

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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>“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>“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>“NTL Group” means NTL and its Subsidiaries from time to time For information purposes only, the members of the NTL Group as at the Original Execution Date are listed in Part 3 of Schedule 9 (<i>Members of the NTL Group</i>) of the Senior Facilities Agreement</p> <p>“Obligors” means the Borrowers and the Guarantors and “Obligor” means any of them</p> <p>“Original Execution Date” means 3 March 2006</p> <p>“Original Facility Agent” means Deutsche Bank AG, London Branch</p> <p>“Original Guarantor” means each of the companies and partnerships listed in Part 1 of Schedule 2 (<i>The Original Guarantors</i>) of the Senior Facilities Agreement, which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement</p> <p>“Original L/C Bank” means Deutsche Bank AG, London Branch</p> <p>“Original Security Trustee” means Deutsche Bank AG, London Branch.</p> <p>“Parent” means Virgin Media Finance PLC (formerly known as NTL Cable PLC)</p> <p>“Priority Liabilities” has the meaning given to it in the Group Intercreditor Deed</p> <p>“Refinancing Facilities Agreement” means any agreement under which debt facilities are made available for the refinancing of the facilities made available under the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement and which is designated as such by the Company by notice to the Security Trustee and any Relevant Agent, provided that the aggregate principal amount of such refinancing indebtedness does not exceed the aggregate principal amount of the Commitments of the Senior Lenders under the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement that it is refinancing plus any amount permitted to be incurred under Clause 12 (<i>New Senior Liabilities</i>) of the Senior Facilities Agreement</p> <p>“Relevant Agent” has the meaning given to it in the Group Intercreditor Deed</p> <p>“Second Beneficiaries” has the meaning given to it in the Group Intercreditor Deed</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</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Group Intercreditor Agreement or are incurred after 31 December 2009 under any Refinancing Facilities Agreement entered into after such date,

- (a) in breach of the provisions of the Senior Facilities Agreement, or upon its repayment in full and cancellation of all undrawn commitments thereunder (unless there is no Designated Refinancing Facilities Agreement), the Designated Refinancing Facilities Agreement, or any Refinancing Facilities Agreement on the date of such designation (excluding any applicable cure period), or
- (b) that the Security Trustee has not agreed to act as security trustee for,

shall not, in any such case constitute "Secured Obligations" for the purpose of the Charge

"Security" means the security granted by the Obligor pursuant to the Security Documents

"Security Documents" means the Security Documents (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement) and any other document executed at any time by any member of the Group conferring or evidencing any Encumbrance for or in respect of any of the Priority Liabilities

"Security Provider" means any person who has granted or may at any time hereafter grant any security interest as security for the Secured Obligations

"Security Trust Agreement" means the security trust agreement dated 3 March 2006 and amended and restated on or about the date of the Charge between, Deutsche Bank AG, London Branch as Security Trustee and as Facility Agent, Virgin Media Investment Holdings Limited (formerly known as NTL Investment Holdings Limited) and the companies named therein as Original Obligors

"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 3 March 2006 (as amended and restated from time to time) between *inter alia* the Ultimate Parent, the Original Borrowers, the Original Facility Agent, the Original Security Trustee and the Senior Lenders

"Senior Finance Documents" means (i) the Relevant Finance Documents (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, or if it is not defined there, the Finance Documents as defined in the Designated Refinancing Facilities Agreement), (ii) any Refinancing Facilities Agreement and (iii) any document evidencing New Senior Liabilities

"Senior Finance Parties" means (i) the Relevant Finance Parties (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, or if it is not defined there, the Finance Parties as defined in the Designated Refinancing Facilities Agreement) and (ii) any other creditor or designated agent under any of the Senior Finance Documents

"Senior Lenders" means a bank or financial institution or other person which has become (and remains) a party hereto as a Senior Lender in accordance with the provisions of Clause 18.3 (*New Creditors*) of the Group Intercreditor Deed hereof and in accordance with the provisions of the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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

Short particulars

“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

- (i) 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 (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 (as defined in the Senior Facilities Agreement) 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

“Senior Representative” has the meaning given to it in the Group Intercreditor Deed

“Senior Secured Notes” has the meaning given to it in the Senior Facilities Agreement

“Series” means any series or class of Senior Liabilities outstanding from time to time. For the avoidance of doubt, all Senior Liabilities outstanding under the same facilities agreement, note indenture or other debt agreement shall constitute a single Series unless any tranche or series under such agreement has different rights in respect of the Security, in which case such tranche or series shall constitute a separate Series as the context requires

“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

“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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="331 383 1018 416">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 450 1482 600">(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 the Senior Facilities 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> <p data-bbox="331 633 1482 752">“Telewest Group” means the Ultimate Parent and its Subsidiaries from time to time For information purposes only the members of the Telewest Group as at the Original Execution Date and prior to the Merger taking place, are listed in Part 2 of Schedule 9 (<i>Members of the Telewest Group</i>) of the Senior Facilities Agreement</p> <p data-bbox="331 786 983 819">“TCN” means Telewest Communications Networks Limited</p> <p data-bbox="331 853 600 887">“UK Borrowers” means</p> <p data-bbox="331 920 1482 965">(a) as at the date of the Senior Facilities Agreement, each of the Company, TCN and VMIH Sub, and</p> <p data-bbox="331 999 1398 1032">(b) thereafter, any Acceding Borrower that is liable to corporation tax in the United Kingdom,</p> <p data-bbox="331 1066 1482 1184">excluding any UK Borrower which has been liquidated in accordance with the provisions of Clause 25 21 (<i>Solvent Liquidation</i>) 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</p> <p data-bbox="331 1218 1281 1252">“Ultimate Parent” means Virgin Media Inc and its successors in title from time to time</p> <p data-bbox="331 1285 866 1319">“US Borrower” means Virgin Media Dover LLC</p> <p data-bbox="331 1352 1482 1471">“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 data-bbox="331 1505 775 1538">“VMIH Sub” means VMIH Sub Limited</p>	

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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

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
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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

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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

1. CHARGE

As continuing security for the payment, discharge and performance of the Secured Obligations, the Chargor 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 Chargor 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

The Chargor 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

- (a) exercising the Collateral Rights,
- (b) perfecting or protecting the security created (or intended to be created) by the Charge,
- (c) preserving or protecting the Collateral Rights,
- (d) 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
- (e) 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 Chargor to do any act or execute any document which would cause it to contravene any of the Senior Finance Documents

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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>4 CONTINUING SECURITY AND OTHER MATTERS</p> <p>4 1 Continuing Security</p> <p>The Charge and the obligations of the Chargor under the Charge shall</p> <ul style="list-style-type: none">(a) secure the ultimate balance of the Secured Obligations from time to time, owing notwithstanding the dissolution, bankruptcy, liquidation or other Incapacity or any change in the constitution of any person liable in respect thereof or in the name or style thereof and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;(b) be in addition to, and shall not merge with or otherwise prejudice or affect, any present or future Security Document, Encumbrance, right or remedy held by or available to the Beneficiaries or any of them and/or the Security Trustee and may be enforced notwithstanding the same, and(c) not merge with or be in any way prejudiced or affected by the existence of any such Security Documents, Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Beneficiaries or any of them and/or the Security Trustee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable <p>4 2 Security Documents</p> <p>Neither the Security Trustee nor any of the Beneficiaries shall be obliged to resort to any other Security Documents or other means of payment now or hereafter held by or available to it before enforcing the Charge and no action taken or omitted by the Security Trustee or any of the Beneficiaries in connection with any such Security Document or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor nor shall the Security Trustee or any of the Beneficiaries be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Security Document or other means of payment</p> <p>4 3 No Security</p> <p>The Chargor warrants that it has not taken or received, and undertakes that until all the Secured Obligations have been paid or discharged in full, it will not, without the consent in writing of the Security Trustee, take or receive any security from any other Security Provider or any other person in respect of its obligations under the Charge</p>	

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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 style="text-align: center;"><u>SCHEDULE</u></p> <p style="text-align: center;"><u>DEFINITIONS</u></p> <p>“Acceding Borrower” means a member of the Bank Group which has complied with the requirements of Clause 26 1 (<i>Acceding Borrower</i>) of the Senior Facilities Agreement</p> <p>“Acceding Guarantor” means any member of the Bank Group which has complied with the requirements of Clause 26 2 (<i>Acceding Guarantors</i>) of the Senior Facilities Agreement</p> <p>“Administrative Agent” means GE Corporate Banking Europe SAS</p> <p>“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</p> <p>“Agents” means the Facility Agent, the US Paying Agent and the Administrative Agent, and “Agent” means either of them</p> <p>“Ancillary Facility” has the meaning given to it in the Senior Facilities Agreement</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 granted pursuant to the terms of the Senior Facilities Agreement</p> <p>“Arrangers” means the Mandated Lead Arrangers and “Arranger” means any of them</p> <p>“Authorised Representative” means the facility agent, trustee or similar representative in respect of any Series of Senior Liabilities and the Senior Representative, if any</p> <p>“Bank Group” has the meaning given to it in the Senior Facilities Agreement</p> <p>“Beneficiaries” means the First Beneficiary and the Second Beneficiaries</p> <p>“Blocked Accounts” means each of the accounts specified in Schedule 1 of the Charge</p> <p>“Bookrunners” means Deutsche Bank AG, London Branch, J P Morgan Plc, The Royal Bank of Scotland Plc and Goldman Sachs International</p> <p>“Borrowers” means the UK Borrowers, the US Borrower and any Acceding Borrower</p> <p>“C Facility” means the term loan facility to be made available to the Company pursuant to Clause 2 1(i) (<i>The Facilities</i>) of the Senior Facilities Agreement</p> <p>“Collateral Rights” means all rights, powers and remedies of the Security Trustee provided by the Charge or by law</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

“Commitment” has the meaning given to it in the Senior Facilities Agreement

“Company” means Virgin Media Investment Holdings Limited and its successors in title from time to time

“Conversion Notice” has the meaning given to such term in paragraph (a) of Clause 6.1 (*Utilisation of Ancillary Facilities*) 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

“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

“Encumbrance” means

- (a) a mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person,
- (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect payment of sums owed or payable to any person, or
- (c) any other type of agreement or preferential arrangement (including title transfer and retention arrangements) having a similar effect

“Facilities” has the meaning given to it in the Senior Facilities Agreement

“Facility Agent” means the Original Facility Agent or its successor or any agent, trustee or other person fulfilling a similar role under the Senior Facilities Agreement or the Designated Refinancing Facilities Agreement from time to time

“Finance 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

“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

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

“Group” means the Ultimate Parent and its Subsidiaries from time to time

“Group Intercreditor Agreement” and “Group Intercreditor Deed” means 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 Finance Parties

“Guarantors” means

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="327 387 1013 421">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="327 454 1460 544">(a) for the purposes of Clause 29 (<i>Guarantee and Indemnity</i>) of the Senior Facilities Agreement, the Parent, the Original Guarantors and any Acceding Guarantors or in respect of the C Facility only, the Parent only, and</p> <p data-bbox="327 577 1460 633">(b) for the purposes of any other provision of the Finance Documents, the Original Guarantors and any Acceding Guarantors</p> <p data-bbox="327 667 1460 757">and “Guarantor” means any one of them as the context requires, provided that in either case, such person has not been released from its rights and obligations as a Guarantor hereunder pursuant to Clause 43 7 (<i>Release of Guarantees or Security</i>) of the Senior Facilities Agreement</p> <p data-bbox="327 790 1460 880">“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 (<i>Hedging</i>) of the Senior Facilities Agreement and “Hedge Counterparties” means all such Lenders or Affiliates</p> <p data-bbox="327 913 1460 1025">“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</p> <p data-bbox="327 1059 1212 1093">“Hedging Liabilities” has the meaning given to it in the Group Intercreditor Deed</p> <p data-bbox="327 1126 1460 1238">“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 data-bbox="327 1272 1348 1305">“Lender” means a person (including each L/C Bank and each Ancillary Facility Lender) which</p> <p data-bbox="327 1339 1460 1395">(a) is named in Part 1 of Schedule 1 (<i>Lenders and Commitments</i>) of the Senior Facilities Agreement,</p> <p data-bbox="327 1429 1460 1485">(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</p> <p data-bbox="327 1518 1460 1574">(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,</p> <p data-bbox="327 1608 1460 1664">which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement</p> <p data-bbox="327 1697 1460 1753">“Mandated Lead Arrangers” means Deutsche Bank AG, London Branch, J P Morgan PLC, The Royal Bank of Scotland PLC and Goldman Sachs International</p> <p data-bbox="327 1787 1460 1877">“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 data-bbox="327 1910 1460 2000">“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>	



**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. 18**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A BLOCKED ACCOUNT CHARGE
DATED 9 FEBRUARY 2010 AND CREATED BY VIRGIN MEDIA
INVESTMENT HOLDINGS 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 11 FEBRUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 FEBRUARY
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES