

MG01

Particulars of a mortgage or charge

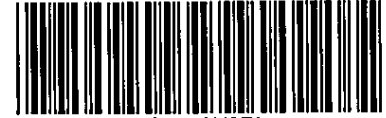


A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

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
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



S95A8H9E
SCT 05/02/2010 157
COMPANIES HOUSE

1 Company details For official use

| | | | | | | | | |
|----------------------|--------------------------------------|---|---|---|---|---|---|---|
| Company number | 0 | 2 | 5 | 9 | 1 | 2 | 3 | 7 |
| Company name in full | Virgin Media Limited (the "Company") | | | | | | | |

34

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 | d ¹ | d ⁹ | m ⁰ | m ¹ | y ² | y ⁰ | y ¹ | y ⁰ |
|------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|

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 shares pledge between the Company and Deutsche Bank AG, London Branch as security trustee for the Beneficiaries (the "Security Trustee") dated 18 and 19 January 2010 (the "Shares Pledge").

4 Amount secured

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

Amount secured

The Secured Obligations.
Please see continuation sheet 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 (the "Security Trustee") |
| 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

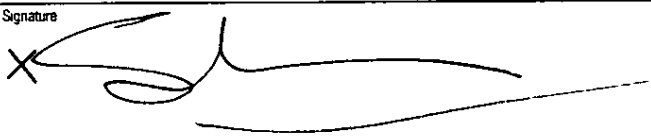
Please use a continuation page if you need to enter more details

Short particulars

1. SECURITY
- 1.1 In security of the Secured Obligations the Company hereby:
 - 1.1 1 pledges and assigns to the Security Trustee its whole right, title, interest and benefit in and to the Pledged Securities (subject to the security created by the Existing Share Pledge and by clause 3 1(b) of the Shares Pledge (as set forth in paragraph 1(b) below)), and
 - 1 1.2 assigns to the Security Trustee all its rights, title, benefits and interest in and to the right of reconveyance of the Pledged Securities created and existing under and pursuant to the Existing Share Pledge including, without limitation, pursuant to Clause 10 (Reconveyance) of the Existing Share Pledge.
- 1 2 The Security Trustee acknowledges that, notwithstanding any transfer or delivery to it or its nominee or nominees ex facie absolutely of the Pledged Securities and any registration of the Pledged Securities in the name of the Security Trustee or any nominee(s) holding to the order of the Security Trustee, or the custody of the documents of title relating thereto by the Security Trustee or any such nominee(s), the Pledged Securities are and shall truly be held by it as security for the payment of the Secured Obligations on the terms and conditions of the Share Pledge.
- 1 3 The Company intimates to the Existing Security Trustee that the Company has assigned its rights, title, benefits and interest in and to the Pledged Securities (subject to the security created by the Existing Share Pledge) and its right, title, benefit and interest in and to the reconveyance of the Pledged Securities pursuant to the Existing Share Pledge including, without limitation, pursuant to Clause 10 (Reconveyance) of the Existing Share Pledge and the Existing Security Trustee hereby acknowledges such intimations

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Particulars of a mortgage or charge

| | | |
|----------------------------------|--|--|
| 7 | Particulars as to commission, allowance or discount (if any) <p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> | |
| Commission allowance or discount | Nil | |
| 8 | Delivery of instrument <p>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)</p> <p>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)</p> | |
| 9 | Signature <p>Please sign the form here</p> <p>Signature</p>  <p>This form must be signed by a person with an interest in the registration of the charge</p> | |

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

Nicholas Edwards

Company name

Dundas & Wilson CS LLP

Address

Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode

E H 1 2 E N

Country

DX

Telephone

0131 228 8000

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 enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Amount secured

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

Amount secured

Definitions:

Act means the Companies Act 1985.

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:

- (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.

Authorised Representative means the facility agent, trustee or similar representative in respect of any Series of Senior Liabilities and the Senior Representative, if any.

Beneficiaries means the First Beneficiary and the Second Beneficiary. Commitments shall have the same meaning given to it in the Senior Facilities Agreement.

Deed of Accession means a Deed of Accession substantially in the form set out in Schedule 1 (Deed of Accession) of the Group Intercreditor Deed or in such other form as the Relevant Agent and the Obligors' Agent shall agree.

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 Virgin Media Investment Holdings Limited to the Security Trustee (with a copy to each Authorised Representative). Only one agreement at a time may be a Designated Refinancing Facilities Agreement.



Amount secured

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

Amount secured

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 Virgin Media Investment Holdings Limited and its successors in title from time to time to the Security Trustee 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.

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.

Enforcement Control Event means when (x) 60 consecutive Business Days have lapsed since both of the following have occurred at the same time (1) the aggregate outstanding principal amount and undrawn uncanceled commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement is less than £1.0 billion and (11) the aggregate outstanding principal amount and undrawn commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement represents less than 60% (sixty percent) of the aggregate outstanding principal amount and undrawn commitments under all Senior Liabilities and (y) both conditions under clauses (1) and (11) continue to exist on such 60th Business Day.

Excluded Charged Assets shall have the same meaning given to it Clause 4.2 of the Share Pledge.

Existing Hedge Counterparties shall have the same meaning given to it in the Group Intercreditor Deed.

Existing Security Trustee means Deutsche Bank AG, London Branch in its capacity as security trustee under the Existing Share Pledge.

Existing Share Pledge means the share pledge granted by the Company in favour of Deutsche Bank AG, London Branch in respect of the Pledged Securities and dated 3 March 2006.



Amount secured

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

Amount secured

Exposure means, in respect of any Hedge Counterparty, an amount equal to the aggregate of:

(a) in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement that has, as of the date the calculation is made, been terminated or closed out in accordance with the terms of the Group Intercreditor Deed, the amount, if any, payable to it under any Hedging Agreement in respect of that termination or close out as of the date of termination or close out (and taking into account any interest accrued on that amount since the date of termination or close out) to the extent that amount is unpaid (that amount to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement); and

(b) in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement that has, as of the date the calculation is made, not been terminated or closed out, the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be an Early Termination Date (as defined in the relevant Hedging Agreement) for which the relevant Hedging Obligor is the Defaulting Party (as defined in the relevant Hedging Agreement), that amount to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging 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.

Financial Indebtedness shall have the same meaning given to it in the Senior Facilities Agreement.

First Beneficiary means the Security Trustee to the extent only of the amounts payable to it in its capacity as such (for its own account) pursuant to the Senior Finance Documents.

Group means the Ultimate Parent and its Subsidiaries from time to time.

Group Intercreditor Deed means the group intercreditor deed between, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended and restated on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008, 30 October 2009 and 8 January 2010.

Hedge Counterparties means, collectively, the Existing Hedge Counterparties and, following their accession to the Group Intercreditor Deed in accordance with the provisions of Clause 18.3 (New Creditors) of the Group Intercreditor Deed, any New Hedge Counterparties.



Amount secured

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

Amount secured

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

Hedging Arrangements means any interest rate or currency protection arrangements (whether by way of interest rate or cross currency swap, cap, collar or otherwise) from time to time entered into by any Obligor which arrangements hedge the interest rate or currency exposure of the Group and which are permitted under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement and which are documented by one or more Hedging Agreements.

Hedging Discharge Date means the date on which each Hedge Counterparty has notified the Security Trustee that it is satisfied that its Hedging Liabilities have been fully and finally satisfied and no further Hedging Liabilities can arise under or in respect of any Hedging Agreement entered into by such Hedge Counterparty.

Hedging Liabilities means all present and future Indebtedness and other obligations and liabilities at any time of all or any of the Obligors whether actual or contingent or whether owed or incurred solely or jointly or in any other capacity whatsoever to the Hedge Counterparties (or any one or more of them) under or in connection with any Hedging Agreements together with any related Additional Liabilities owed to any Hedge Counterparty or Hedge Counterparties and together also with all costs, charges and expenses incurred at any time by any Hedge Counterparty or Hedge Counterparties in connection with the protection, preservation or enforcement of its rights under any Hedging Agreements.

Indebtedness means any obligation (whether incurred as a principal or as a surety) for the payment or repayment of money, whether present or future, actual or contingent (including interest and other charges relating to it).

Instructing Party means:

- (a) prior to the Senior Discharge Date:
- (1) prior to an Enforcement Control Event, the Instructing Group (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
- (11) upon an Enforcement Control Event, the Senior Finance Parties representing a majority of the aggregate outstanding principal amount and undrawn uncancelled commitments under the Senior Finance Documents at the relevant date of determination; and
- (b) at any time from (and including) the Senior Discharge Date but prior to the Hedging Discharge Date, such Hedge Counterparties whose aggregate Exposure represents not less than 66.66% (sixty-six and two-thirds percent) of the aggregate Exposure of all Hedge Counterparties at the relevant date of determination.



Amount secured

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

Amount secured

Intergroup Creditor means:

(a) as at the date of the Group Intercreditor Deed, each member of the Group that is a creditor in respect of any Intergroup Liabilities of any Obligor; and

(b) at any time after the date of the Group Intercreditor Deed, each person who becomes a creditor in respect of any Intergroup Liabilities and who accedes to the Group Intercreditor Deed in the capacity of an Intergroup Creditor by its execution and delivery of a Deed of Accession.

Intergroup Debtor means:

(c) as at the date of the Group Intercreditor Deed, any Obligor that is a debtor in respect of any Intergroup Liabilities; and

(d) at any time after the date of the Group Intercreditor Deed, each person who becomes a debtor in respect of any Intergroup Liabilities and who accedes to the Group Intercreditor Deed in the capacity of an Intergroup Debtor by its execution and delivery of a Deed of Accession.

Intergroup Liabilities means all present and future obligations constituted by Indebtedness owed by any Intergroup Debtor to any Intergroup Creditor 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.

Liabilities means any one or more of the Senior Liabilities, the Hedging Liabilities and the Intergroup Liabilities collectively, and "Liability" means any of them.

New Hedge Counterparty means each party to a Hedging Agreement which has acceded to this Deed as a Hedge Counterparty in accordance with the provisions of Clause 18.3 (New Creditors) of the Group Intercreditor Deed and "New Hedge Counterparties" means all such parties.

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

Obligors means the Original Senior Borrowers, the Original Senior Guarantors 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.

Obligors' Agent means Virgin Media Investment Holdings Limited in its capacity as agent pursuant to Clause 30 18 (Obligors' Agent) of the Senior Facilities Agreement, or any person acting in a corresponding capacity pursuant to any Designated Refinancing Facilities Agreement.

Amount secured

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Original Facility Agent shall have the same meaning given to it in the Group Intercreditor Deed.

Original Senior Borrowers shall have the same meaning given to it in the Group Intercreditor Deed.

Original Senior Guarantors shall have the same meaning given to it in the Group Intercreditor Deed.

Pledged Securities means the securities described in paragraph (A) of the Schedule to the Share Pledge (as set forth below in the Schedule) to be transferred, or which have been transferred pursuant to the Existing Share Pledge to the Security Trustee or its nominee and the securities, moneys, assets, rights and powers described in paragraphs (B) and (C) of the Schedule to the Share Pledge (as set forth in Paper Apart 3) and all other securities (if any) which are transferred after the date of the Share Pledge or delivered to the Security Trustee to be held subject to the terms and conditions of the Share Pledge.

Priority Liabilities means the Senior Liabilities and the Hedging Liabilities.

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 Virgin Media Investment Holdings Limited 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 (New Senior Liabilities) of the Group Intercreditor Deed.

Relevant Agent means (i) prior to the Enforcement Control Event, the Facility Agent and (ii) after the Enforcement Control Event, the Senior Representative.

Rule 3-16 has the meaning given to such term in "Designated Secured Obligations."

SEC means the United States Securities and Exchange Commission.

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



Amount secured

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

Amount secured

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 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, acting reasonably, has not agreed to act as security trustee for,

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

Securities Act means the United States Securities Act of 1933, as amended.

Security means the security granted by the Obligors 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 Trustee Liabilities means the amounts payable to the Security Trustee referred to in the definition of First Beneficiary.

Senior Discharge Date means the first date on which:

(a) none of the Senior Finance Parties (including any senior finance parties under any Refinancing Facilities Agreement or other Senior Finance Documents) is under any commitment, obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to any Obligor under any of the Senior Finance Documents; and

(b) all Senior Liabilities (including any Senior Liabilities under any Refinancing Facilities Agreement or other Senior Finance Document) have been unconditionally and irrevocably paid and discharged in full, provided that for these purposes, regard shall not be had to any unclaimed indemnities, tax gross ups or other similar amounts.



Amount secured

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

Amount secured

Senior Facilities Agreement means the senior facilities agreement dated 3 March 2006 (as amended and restated on 22 May 2006, 10 July 2006, 10 August 2006, 4 April 2007, 15 May 2008, 10 November 2008, 30 October 2009 and 8 January 2010 and as amended, restated, supplemented or novated from time to time) between Virgin Media Inc., Virgin Media Finance plc, Virgin Media Investment Holdings Limited (formerly known as NTL Investment Holdings Limited), Telewest Communications Network Limited, VMIH Sub Limited (formerly known as NTLIH Sub Limited) as UK Borrowers, Virgin Media Dover LLC (formerly known as NTL Dover LLC) as US Borrowers, Deutsche Bank AG, London Branch, JP 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, Deutsche Bank AG, London Branch as Original L/C Bank and the persons named therein as Lenders.

Senior Finance Documents means (1) 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), (11) any Refinancing Facilities Agreement and (111) any document evidencing New Senior Liabilities.

Senior Finance Parties means (1) 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 (11) 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 and in accordance with the provisions of the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement.



Amount secured

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

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

(1) the Security Documents (other than the share charge agreement specified in paragraph 2 of Part 4 of Schedule 4 (Vanilla Initial Security Documents) to the Senior Facilities Agreement and the assignment of loans dated 31 July 2006 granted by the Parent in favour of the Security Trustee in respect of the shares of the Virgin Media Investment Holdings Limited (the "C Facility Security Documents")) only, Senior Liabilities shall not include any C Facility Liabilities (as defined in the Senior Facilities Agreement); and

(11) the C Facility Security Documents only, Senior Liabilities shall not include any C Facility Liabilities other than the liabilities of the Parent under paragraph (b) of Clause 29.1 (Guarantee) and paragraph (b) of Clause 29.2 (Indemnity) of the Senior Facilities Agreement.

Senior Representative means the representative appointed by the Instructing Party to represent the Senior Finance Parties after an Enforcement Control Event, which, in the absence of an appointment by the Instructing Party, shall be the facility agent, trustee or similar representative of the Series of Senior Liabilities representing the largest portion of the aggregate outstanding principal amount and undrawn uncancelled commitments of all Senior Liabilities at the relevant date of determination.

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.

Share Pledge means the shares pledge entered into between the Chargor and the Security Trustee dated 18 and 19 January 2010;

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Subsidiary of a company shall be construed as a reference to:

- (a) any company;
- (1) 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
- (11) 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
- (111) which is a Subsidiary of another Subsidiary of the first-mentioned company; or
- (b) for the purposes of Clause 22 (Financial Information) of the Senior Facilities Agreement and Clause 23 (Financial Condition) of the Senior Facilities Agreement and any provision of the Senior Facilities Agreement where the financial terms defined in Clause 23 (Financial Condition) 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.

Ultimate Parent shall have the same meaning given to it in the Group Intercreditor Deed

Schedule

(A) 401,000 fully paid ordinary shares of £1 each in the capital of Prospectre Limited (with registered number SC145280);

(B) all other securities of every kind which may at any time, whether directly or indirectly, be derived from any kind of the said shares, whether by way of bonus, rights, exchange, option, preference, capital re-organisation or otherwise howsoever; and

(C) where the context so admits, all moneys (except cash dividends paid in accordance with the terms of the Senior Finance Documents when no Event of Default has occurred and is continuing) and assets whatsoever at any time accruing on, or payable or receivable in respect of, any of the said shares or securities and all voting and other rights and powers of any kind at any time attaching to, or exercisable in respect of, any of the said shares or securities.

6

Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2 RULE 3-16 LIMITATION

2.1 Clause 3 of the Share Pledge (as set forth in paragraph 1 above) notwithstanding, the Excluded Charged Assets are not charged under the Share Pledge to secure the Designated Secured Obligations. For the avoidance of doubt,

2.1.1 all other Pledged Securities remain charged or assigned (as the case may be) under the Share Pledge to secure all Secured Obligations, including without limitation the Designated Secured Obligations; and

2.1.2 such Excluded Charged Assets remain charged under Clause 3 of the Share Pledge (as set forth in paragraph 1 above) to secure any Secured Obligations that are not Designated Secured Obligations.

2.2 "Excluded Charged Assets" in relation to any Designated Secured Obligations means any Pledged Securities or other securities of a Subsidiary of Virgin Media Inc. (excluding the Pledged Securities 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 the Company to the extent that pledging or assigning such Pledged Securities or other securities under the Share Pledge 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 pledge and/or assignment of any Pledged Securities or other securities pursuant to Clause 4.1 of the Share Pledge (as set forth in paragraph 2.1 above).



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2.3 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 Pledged Securities or other securities secure any Designated Secured Obligations, then such Pledged Securities 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 Share Pledge may be amended or modified, without the consent of any Senior Finance Party, to the extent necessary to release the charge (but only to the extent securing such Designated Secured Obligations and without prejudice to the charge securing Secured Obligations referred to in Clause 4.1(b) of the Share Pledge (as set forth in paragraph 2.1.2 above)) in favour of the Security Trustee on the relevant Pledged Securities and/or other securities that are so deemed to constitute Excluded Charged Assets.

2.4 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 Pledged Securities 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 Pledged Securities or other securities (as applicable) of such Subsidiary will automatically be deemed not to be Excluded Charged Assets for such Designated Secured Obligations, but limited to the extent necessary to not be subject to any such financial statement requirement. If the circumstances described in paragraph 4.4 of the Share Pledge (as set forth in this paragraph 2.4) apply, the Share Pledge may be amended or modified, without the consent of any Senior Finance Party, to the extent necessary to charge in favour of the Security Trustee such additional Pledged Securities or other securities that were deemed to constitute Excluded Charged Assets.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 2591237
CHARGE NO. 34

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARES PLEDGE DATED 19
JANUARY 2010 AND CREATED BY VIRGIN MEDIA LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE OBLIGORS (OR ANY ONE OR MORE OF THEM) TO
DEUTSCHE BANK AG, LONDON BRANCH (THE SECURITY
TRUSTEE), THE SENIOR FINANCE PARTIES AND 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 5 FEBRUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 FEBRUARY
2010

D. Seb.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES