

# MG01

## Particulars of a mortgage or charge

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COMPANIES HOUSE

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

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

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

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**1 Company details** For official use

Company number: 3 1 7 3 5 5 2

Company name in full: Virgin Media Investment Holdings Limited (formerly known as NTL Investment Holdings Limited) (the "Pledgor")

→ **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: d2 d9 m1 m0 y2 y0 y0 y9

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description: A Share Pledge Agreement entered into between the Pledgor, Deutsche Bank AG, London Branch (the "Pledgee") and Future Entertainment S.à.r.l. (the "Company"), dated 15 May 2009 (and amended and restated on 29 October 2009) (the "Share Pledge Agreement").

**4 Amount secured**

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

Amount secured: The Security Trustee Liabilities, the Senior Liabilities and the Hedging Liabilities (the "Secured Obligations").

**PLEASE SEE SCHEDULE 1 FOR DEFINITIONS**

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

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**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,						
	United Kingdom						
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) PLEDGE**

As continuing first ranking security (*gage de premier rang*) for the due and full payment and discharge of the Secured Obligations, the Pledgor, as legal owner of the Shares, has pledged the Shares to, and in favour of, the Pledgee.

**(2) COVENANTS**

**NEGATIVE PLEDGE**

Each of the Pledgor and the Company has covenanted that during the Security Period, unless the Pledgee otherwise consents in writing, it will not:

- (a) do or cause or permit to be done anything which will, or could reasonably be expected to have a material adverse effect on the Pledge or the rights of the Pledgee thereunder or which in any way is inconsistent with or materially depreciates, jeopardises or otherwise prejudices the value of the Shares;
- (b) sell, dispose of, pledge or otherwise encumber hereafter, the whole or any part of the Shares or any interest therein to anyone other than pursuant to the Share Pledge Agreement;
- (c) take any other action that is inconsistent or conflicts with its obligations under the Facility Agreement; and
- (d) take or permit to be taken any action, and in particular any act of disposal of the assets of the Company, whereby the rights attaching to the Shares are altered or diluted or as a direct or indirect result of which the value of the Shares is, or is under the risk to be, affected by a material adverse effect, which action shall include without limitation, save as otherwise permitted under the Facility Agreement:

**PLEASE SEE SCHEDULE 1 FOR DEFINITIONS**

**CONTINUED OVERLEAF**

6

**Short particulars of all the property mortgaged or charged**

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

Short particulars

- (i) any amalgamation, merger or consolidation of the Company or the Pledgor with any other person or the participation of the Company or the Pledgor in any other type of corporate reconstruction;
- (ii) the issuance of any further shares of the Company or the alteration of any rights attaching to the Shares or the repayment or redemption of the Shares; and
- (iii) a voluntary dissolution or liquidation of the Company or the Pledgor.

**FURTHER ASSURANCES**

Each of the Pledgor and the Company has covenanted that during the Security Period, unless the Pledgee otherwise consents in writing, it will:

- (a) take any action that is necessary from time to time to maintain and ensure the validity and perfection of the security interests created under the Share Pledge Agreement and not take or omit to take any action, which act or omission would directly or indirectly adversely affect the validity and enforceability of the Pledge; and
- (b) cause the Company, to assist the Pledgee, in order to obtain all necessary consents, approvals and authorisations from any relevant person(s) and/or authorities in order to permit the exercise by the Pledgee of its rights and powers under the Share Pledge Agreement upon enforcement of the Pledge.

**(3) CONTINUING SECURITY**

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

**PLEASE SEE SCHEDULE 1 FOR DEFINITIONS**

6 Short particulars of all the property mortgaged or charged

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

Short particulars

**SCHEDULE 1**

**DEFINITIONS**

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

"Borrowers" has the meaning ascribed to such term in the Facility Agreement.

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

"Finance Documents" has the meaning ascribed to such term in the Facility Agreement.

"First Beneficiary" has the meaning ascribed to such term in the Group Intercreditor Deed.

"Group Intercreditor Deed" means a group intercreditor deed dated 3 March 2006 (as amended and restated on 13 June 2006, 10 July 2006, 31 July 2006 and 15 May 2008) between, *inter alios*, Deutsche Bank AG, London Branch as Facility Agent and Security Trustee, the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Restructuring Swap Counterparties, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (as such terms are defined therein).

"Hedging Liabilities" has the meaning ascribed to such term in the Group Intercreditor Deed.

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

"Second Beneficiaries" has the meaning ascribed to such term in the Group Intercreditor Deed.

"Security Period" means the period beginning on the date of the Share Pledge Agreement and ending on the date upon which:

(a) none of the Beneficiaries is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrowers under any of the Finance Documents; and

(b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

"Security Trustee Liabilities" has the meaning ascribed to such term in the Group Intercreditor Deed.

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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" has the meaning ascribed to such term in the Group Intercreditor Deed.

"Shares" means all the four hundred thousand (400,000.-) shares (*parts sociales*) of the Company in registered form, having a par value of one British Pound (GBP 1.-) each, held by the Pledgor in the Company, representing, on the date of the Share Pledge Agreement, one hundred per cent (100%) of the subscribed share capital of the Company, as well as the securities acquired or offered in substitution for such shares and one hundred per cent (100%) of those shares or securities which may be subscribed by the Pledgor in the case of an increase of share capital of the Company following an exchange, merger, consolidation, division, issue of stock dividend, subscription for cash or otherwise and, generally, one hundred per cent (100%) of all such stock and shares in the capital of the Company now or at any time hereafter owned by the Pledgor and, subject to Clause 3(b) of the Share Pledge Agreement, one hundred per cent (100%) of the dividends or interest thereon, redemption distribution, bonus, preference, option rights or other rights to or in respect thereof.

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## 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

Nil

### 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 Ben Davies & 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 1216/020 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 14

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE PLEDGE AGREEMENT  
DATED 29 OCTOBER 2009 AND CREATED BY VIRGIN MEDIA  
INVESTMENT HOLDINGS LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE PLEDGOR AND  
THE COMPANY TO DEUTSCHE BANK AG LONDON BRANCH  
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 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER  
2009



Companies House  
— for the record —

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES