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TRAVERS SMITH

DATED 27 JANUARY 2005

(1) NTL GROUP LIMITED

(2) NTL (CHICHESTER) LIMITED

(3) NATIONAL TRANSCOMMUNICATIONS LIMITED

(4) THE INTRAGROUP TRANSFERORS

DESIGNATED BROADCAST BUSINESS
TRANSFER AGREEMENT



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THIS TRANSFER AGREEMENT is made on 27 January 2005

BETWEEN:

- (1) **NTL GROUP LIMITED**, incorporated in England and Wales, whose registered office is at Bartley Wood Business Park, Hook, Hampshire RG27 9UP ("**NGL**");
- (2) **NTL (CHICHESTER) LIMITED**, incorporated in England and Wales, whose registered office is at Bartley Wood Business Park, Hook, Hampshire RG27 9UP ("**Chichester**");
- (3) **NATIONAL TRANSCOMMUNICATIONS LIMITED**, incorporated in England and Wales, whose registered office is at Bartley Wood Business Park, Hook, Hampshire RG27 9UP ("**NatTrans**"); and
- (4) **THE COMPANIES** listed in Schedule 3 (the "**Intragroup Transferors**").

WHEREAS:

- (A) NGL and NatTrans are party to a £2,425,000,000 Senior Facilities Agreement (the "**Senior Credit Facility**") dated 13 April 2004 between *inter alia*, NTL Incorporated, NTL Investment Holdings Limited, the Mandated Lead Arrangers, the Facility Agent and Security Trustee, the Administrative Agent and the Lenders (as each such term is defined therein).
- (B) NGL owns or, pursuant to the terms of certain intragroup transfer agreements to which the Intragroup Transferors are a party, has contracted to acquire a number of assets and liabilities which relate exclusively or predominantly to the Broadcast Business.
- (C) NatTrans has with effect from 1 January 2005 been acting as agent for NGL and the Intragroup Transferors with respect to the Designated Broadcast Business.
- (D) The parties have agreed that, as part of Principal Separation, the assets and liabilities referred to in Recital (B) above should be transferred to NatTrans as contemplated by Part 5 of the Separation Memorandum (as such term is defined in the Senior Credit Facility). It is intended that such transfers should first be made to Chichester, which in turn will transfer the same to NatTrans.
- (E) This Agreement provides for the transfer of the Designated Broadcast Business to NatTrans.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Words and expressions used in this Agreement shall have the meanings given to them below:

Ancillary Agreements	the agreements listed in Part II of Schedule 7 to the Master Agreement.
Assets	all tangible and intangible assets owned by members of the Core Group, held on trust for a member of the Core Group or which any member of the Core Group has a contractual entitlement to own including, without limitation, Book Debts, Business Claims, Business Information, Cash Deposited, prepayments, goodwill, real property, Intellectual Property Rights, plant, equipment, licences and the benefit of contracts (other than employment contracts).
Asset Sharing Agreement	the agreement in the approved terms to be entered into between NGL, NNNL and NatTrans with respect to assets which are used by both the Core Business and the Broadcast Business.
Bespoke Software	software, all or part of the Intellectual Property Rights in respect of which are owned by any member of the Core Group (excluding, for the avoidance of doubt, the benefit of any Software Licences) but which are used exclusively or predominantly in the Broadcast Business, details of which are set out in Annexure 5.
Book Debts	all trade and other debts, whether or not invoiced, owed to, or held on trust for, any member of the Core Group or which have been assigned to a member of the Core Group or agreed to be assigned.
Broadcast Business	shall have the meaning set out in Schedule 9 to the Master Agreement.
Broadcast Creditors	trade creditors (including suppliers) of any member of the Core Group to the extent identified as relating to the Broadcast Business.
Broadcast Group	NatTrans, Scanners (Europe) Limited (registered no. 2833712) and Scanners Television Outside Broadcasting

Limited (registered no. 3391685) and references to "**any member of the Broadcast Group**" shall be construed accordingly.

Broadcast Registered IPR	the patents and trade marks listed in Part A of Annexure 4.
Business Day	a day (not being a Saturday or a Sunday) on which banks are open for business in the City of London.
Business Information	all Know-How, information and data (wherever situated) and all books, files, registers, documents, literature, correspondence and other records in the possession or under the control of members of the Core Group, in each case whether in writing or in electronic, oral or any other form.
Cash Deposited	an amount equal to the aggregate for the time being of all cash deposits (whether on current account or otherwise) made with any bank by or on behalf of any member of the Core Group, cash in transit to such account, the realisable value of certificates of governments and companies and other readily realisable deposits owned by or on behalf of any member of the Core Group and the full face value of any deposited or undeposited uncashed cheques, bank transfer or BACs payments in favour of a member of the Core Group or any other person on behalf of a member of the Core Group.
Completion	completion of the sale and purchase of the Designated Broadcast Business pursuant to this Agreement.
Core Business	all of the businesses carried on by the NTL Group (including, without limitation, the Designated Core Business), but excluding the Broadcast Business.
Core Group	the NTL Group other than the Broadcast Group, NNNL and NINL.
Designated Broadcast Assets	all of the Assets to be transferred to NatTrans pursuant to clause 2.2 of this Agreement.
Designated Broadcast Book Debts	Book Debts to the extent identified as owed to or for the benefit of the Broadcast Business.

Designated Broadcast Business	the Designated Broadcast Assets and the Designated Broadcast Liabilities and any business carried on by the use of the Designated Broadcast Assets.
Designated Broadcast Business Claims	the benefit of all rights and claims (other than Book Debts) of any member of the Core Group to the extent arising out of or in connection with the Broadcast Business (including, without limitation, insurance claims).
Designated Broadcast Business Information	Business Information of any member of the Core Group relating exclusively to the Broadcast Business.
Designated Broadcast Cash Deposited	Cash Deposited arising exclusively in relation to the Broadcast Business, save to the extent that the holding of such Cash Deposited has given rise to a matching intercompany balance in favour of NatTrans.
Designated Broadcast Contracts	those contracts listed in Annexure 3, together with any other contracts to which any member of the Core Group is a party or which are held on trust for any member of the Core Group and which, in each case, relate exclusively to the Designated Broadcast Business (including, without limitation, customer contracts, supplier contracts, finance and/or equipment leases, those contracts which relate exclusively to the service, maintenance or upkeep of any Designated Broadcast Assets and contracts (if any) entered into by a member of the Core Group purporting to be made in the name "ntl Broadcast", but <u>excluding</u> any contracts which constitute an interest in the Designated Broadcast Contractual Properties).
Designated Broadcast Contractual Properties	those properties which any member of the Core Group has a contractual entitlement to use as are listed in Annexure 2.
Designated Broadcast Fittings	all fixtures, fittings and furnishings owned by any member of the Core Group in each Designated Broadcast Property and Designated Broadcast Contractual Property (to the extent that they do not comprise Network Assets (as such term is defined in the Designated Core Business Transfer Agreements)).
Designated Broadcast	all of the Liabilities of members of the Core Group to the

Liabilities

extent they relate to the Broadcast Business (including, without limitation (1) the Broadcast Creditors (2) any Liabilities or warranties to customers or former customers of the Broadcast Business (3) Liabilities in respect of Taxation relating to the Broadcast Business and (4) any Designated Broadcast Separation Costs, but excluding (1) any Liabilities which, in respect of the period to 31 December 2004, are taken into account in calculating the Intercompany Trading Balance or (2) any liabilities for which provision is made in the Ancillary Agreements) or (3) any amounts due to DTELS by NGL in respect of intra-group indebtedness.

Designated Broadcast Properties

those properties listed in Annexure 1.

Designated Broadcast Separation Costs

all direct external costs (accrued, unpaid or otherwise) and any irrecoverable value added tax thereon incurred by a member of the Core Group to effect the transfer of the Designated Broadcast Assets pursuant to this Agreement (including, without limitation (1) any costs (including landlord's legal costs) of obtaining any third party consents, permissions or licences in connection with the transfer of the Designated Broadcast Business to NatTrans (2) relocation costs and costs of partitioning any Designated Broadcast Properties in order to separate them within a larger premises and (3) any termination costs payable to third parties in connection with a change of control of any member of the Broadcast Group, but excluding any such costs in respect of which provision is expressly made in the Ancillary Agreements).

Designated Core Business Transfer Agreements

the agreements dated 30 November 2004 (1) between NGL, NNNL and NatTrans pursuant to which certain assets relating to the Core Business were transferred to NNNL and certain liabilities relating to the Core Business were assumed by NNNL and (2) between NINL and NatTrans pursuant to which certain assets relating to the Core Business were transferred to NINL and certain liabilities relating to the Core Business were assumed by NINL.

DTELS

DTELS Limited, a company incorporated in England and Wales with registered number 2834403.

DTELS Hive-Up Agreement	the hive-up agreement dated 22 December 2000 between DTELS and ntl Group Limited relating to the business and assets of DTELS.
Employee Transfer Agreement	the agreement in the approved terms between NGL and NatTrans relating to the transfer of certain employees to NatTrans.
Framework Services Agreement	the framework services agreement dated 1 December 2004 between (inter alia) NGL, NNNL and NatTrans in relation to the provision of services by NNNL, NINL and NGL to NatTrans (and vice versa) pending Principal Separation, as the same may be amended, varied, novated or supplemented from time to time.
Hardware	the desktop computers and associated equipment listed in Annexure 6, together with all desktop computer equipment used exclusively by the Broadcast Employees (as such term is defined in the Master Agreement).
Intellectual Property Rights	patents, trade marks, trade names, domain names, design rights, copyright, rights in databases, Know-How and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights, and all rights having equivalent or similar effect anywhere in the world.
Intercompany Trading Balance	the intercompany balances between NatTrans and members of the Core Group (not being in respect of long term advances) as at 31 December 2004, (being the combination of debit and credit ledger entries comprising such balance) as the same will be evidenced by reference to the notes to the audited statutory accounts of NatTrans for the year ended 31 December 2004.
IT Systems	software, hardware, systems, applications, underlying infrastructure, voice and data networks and associated equipment.
Know-How	inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, test reports, component lists, manuals, instructions and information relating to

customers and suppliers (whether written, unwritten or in any other form).

Liabilities

all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or unascertained and whether owed or incurred severally or jointly and as principal or surety (including, without limitation, all contingent and actual liabilities under warranty claims, service credits, Taxation liabilities, accruals and deferred income).

Master Agreement

the master agreement dated 1 December 2004 between NGL, NTL (Chichester) Limited, NTL Digital Ventures Limited, Macquarie UK Broadcast Limited and Macquarie UK Broadcast Holdings Limited in relation to the shares in NatTrans and NTL Digital Limited, as the same may be amended, varied, novated or supplemented from time to time.

NINL

NTL Irish Networks Limited, incorporated in the Republic of Ireland whose registered office is at Building P2, East Point Business Park, Dublin 3

Names

those trade names listed at Part B of Annexure 4.

NNNL

NTL National Networks Limited, incorporated in England and Wales, whose registered office is at Bartley Wood Business Park, Hook, Hampshire RG27 9UP

NTL Group

NTL Incorporated, any parent undertaking of NTL Incorporated and any subsidiary undertaking of NTL Incorporated or any such parent undertaking from time to time, and references to "**NTL Group Company**" and to "**any member of the NTL Group**" shall be construed accordingly.

NTL Trade Marks

any names, trade or service marks, logos or devices incorporating the names "ntl", "NTL", "ntl broadcast" or "National Transcommunications", whether or not registered in any country in the world.

Permitted Lien

shall have the meaning ascribed to that term in the Master Agreement.

Principal Separation	shall have the meaning ascribed to that term in the Master Agreement.
Servers	the servers listed in Annexure 7.
Shared Assets	Assets (other than interests in real property) owned by any member of the Core Group but used (on a non-exclusive basis) by or in connection with the Broadcast Business and the Core Business and accordingly the subject of the Asset Sharing Agreement.
Software Licences	any agreement which permits any member of the Core Group to use any software.
Taxation	shall have the meaning ascribed to that term in the Master Agreement.
Tax Deed	shall have the meaning ascribed to that term in the Master Agreement.

1.2 Unless the context requires otherwise or such words and expressions are otherwise expressly defined in this Agreement, words and expressions defined in or having a meaning provided by the Companies Act 1985 at the date of this Agreement shall have the same meaning in this Agreement.

1.3 Unless the context requires otherwise, references in this Agreement (including the Schedules to this Agreement) to:

1.3.1 any of the masculine, feminine and neuter genders shall include other genders;

1.3.2 "including" shall mean including without limitation;

1.3.3 a person shall include a reference to any natural person, body corporate (including, without limitation, any limited liability company), unincorporated association, partnership and trust;

1.3.4 a company shall include a reference to any body corporate;

1.3.5 any statute or statutory provision shall be deemed to include any instrument, order, regulation or direction made or issued under it and shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted except to the extent that any

amendment or modification made after today's date would increase any liability or impose any additional obligation under this Agreement; and

1.3.6 any time or date shall be construed as a reference to the time or date prevailing in England.

1.4 The headings in this Agreement are for convenience only and shall not affect its meaning. References to a "**clause**", "**Schedule**" or "**paragraph**" are (unless otherwise stated) to a clause of or Schedule to this Agreement and to a paragraph of the relevant Schedule. The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement.

1.5 A document expressed to be "**in the approved terms**" means a document, the terms of which have been approved by the parties and a copy of which has been initialled by or on behalf of NGL and NatTrans.

1.6 For the avoidance of doubt (save as expressly provided otherwise) the transfer of any Asset by or assumptions of any Liability of NGL or any member of the Core Group hereunder shall include and extend to any interest that it or NatTrans may have in the same by virtue of the fact that the same has been acquired or incurred by NatTrans as agent in respect of the Designated Broadcast Business.

2. **AGREEMENT TO TRANSFER**

2.1 The parties acknowledge that the Intragroup Transferors have each executed transfer agreements in favour of NGL with respect to their rights and interests in any Assets and Liabilities comprised in the Designated Broadcast Business. Without prejudice to the obligations of NGL under clause 2.2, each of the Intragroup Transferors undertakes to NatTrans to comply with the terms of such transfer agreements. Each of the Intragroup Transferors agrees to take such action in respect of the Designated Broadcast Assets owned by it to enable NGL and Chichester to comply with their procurement obligations in this Agreement so far as it relates to such Intragroup Transferor.

2.2 With effect from Completion (save as otherwise provided by this Agreement), NGL agrees to transfer, or procure (so far as relevant) that the Intragroup Transferors transfer to Chichester, and Chichester agrees immediately thereafter to transfer to NatTrans such *interest and rights as they have at Completion in the following on the terms and conditions of this Agreement:*

2.2.1 subject to Schedule 2, the Designated Broadcast Properties, together with all ownership rights in the Designated Broadcast Fittings relating to the Designated Broadcast Properties;

- 2.2.2 subject to Schedule 2, all rights and interests (subject to the burden) in all Designated Broadcast Contractual Properties, together with all ownership rights in the Designated Broadcast Fittings relating to the Designated Broadcast Contractual Properties;
- 2.2.3 subject to clause 6, the benefit (subject to the burden) of the Designated Broadcast Contracts and any contracts which are identified pursuant to clause 3.1.3(d) of the Asset Sharing Agreement;
- 2.2.4 the Designated Broadcast Business Information;
- 2.2.5 all legal and beneficial Intellectual Property Rights which vest in NGL and which are used exclusively in the Broadcast Business together with the Broadcast Registered IPR and all Intellectual Property Rights in the Bespoke Software and the Names;
- 2.2.6 the Designated Broadcast Business Claims, Designated Broadcast Cash Deposited, the Designated Broadcast Book Debts (if any), accrued income, prepaid expenses and any other current Assets relating in each case exclusively to the Broadcast Business (in each case save insofar as the same consist of balances which are taken into account in calculating the Intercompany Trading Balance);
- 2.2.7 all plant, machinery, motor vehicles, furniture and equipment owned by any member of the Core Group, held on trust for any member of the Core Group or which any member of the Core Group has a contractual entitlement to own, and in any such case used exclusively in connection with the Broadcast Business (including, without limitation, the Hardware and the Servers);
- 2.2.8 to the extent that the same does not relate to the Core Business or any of the Designated Broadcast Properties, the benefit of the DTELS Hive-Up Agreement; and
- 2.2.9 any additional assets the subject of either clause 5.5 or any agreement or determination referred to in clause 8,

in each case together with all such rights and advantages of NGL and Chichester attaching to the same, to the intent that the same shall be transferred and thereafter belong to NatTrans in accordance with clause 4.

- 2.3 Chichester hereby directs that NGL shall, in satisfaction of its obligations to Chichester hereunder, transfer or procure that the Intragroup Transferors transfer such rights and interest as they may have in the Designated Broadcast Assets directly to NatTrans.

2.4 Nothing in this Agreement shall have the effect of transferring to NatTrans:

2.4.1 the NTL Trade Marks; or

2.4.2 any employment contract and any related benefits and liabilities thereunder (which shall be dealt with upon the terms of the Employee Transfer Agreement); or

2.4.3 any rights, Liabilities or obligations in respect of the GTC Framework Agreement dated 24 October 2001 between NTL Business Limited and The Lords Commissioners of Her Majesty's Treasury as represented by OGC Buying.Solutions being a trading fund of her Majesty's Treasury or any Service Provision Agreements entered into pursuant thereto, provision for which is to be made in the Ancillary Agreements; or

2.4.4 the obligations specified in clause 6.6.1 and 6.6.2; or

2.4.5 any rights or interest in any finance lease to the extent any guarantee or security interest relating to indebtedness thereunder shall remain as an obligation of any member of the Core Group.

2.5 Nothing in this Agreement shall pass to NatTrans, or shall be construed as acceptance by NatTrans of, any Liability, debt or other obligation of any member of the Core Group, other than as expressly set out in this Agreement.

2.6 The transfer of any Assets or Liabilities under this Agreement shall be subject, where applicable, to the terms of the Framework Services Agreement and (upon execution) the other Ancillary Agreements, and this Agreement shall be construed accordingly. In the case of any conflict, the terms of the Ancillary Agreements shall prevail.

2.7 The transfer of any Designated Broadcast Business Information shall be subject, where applicable, to the provisions of clause 15.3 of the Master Agreement and this Agreement shall be construed accordingly.

3. CONSIDERATION

In addition to the assumption of the Designated Broadcast Liabilities pursuant to clause 7, the consideration payable by Chichester and NatTrans for the transfers pursuant to clause 2.2 shall be:

3.1 as regards the transfer to Chichester, the allotment and issue, credited as fully paid, of 100 ordinary shares of £1 each in the capital of Chichester to NGL; and

- 3.2 as regards the transfer to NatTrans, the allotment and issue, credited as fully paid, of 100 ordinary shares of £1 each in the capital of NatTrans to Chichester.

4. COMPLETION

- 4.1 Completion shall, subject to clause 4.3 and Schedule 2, take place at the offices of NGL's solicitors immediately following execution of this Agreement.
- 4.2 On Completion, NGL, Chichester and NatTrans shall each perform their respective obligations in accordance with and as set out in Schedule 1.
- 4.3 Insofar as there are any Assets or Liabilities the subject of clause 2.2.9 or which are identified pursuant to clause 3.1.3(c) of the Asset Sharing Agreement, completion of the transfer of the same shall take place as soon as reasonably practicable following receipt or identification of the same as appropriate.

5. TITLE, RISK AND INSURANCE

- 5.1 The Intragroup Transferors and NGL shall each procure that NatTrans acquires such title to the Designated Broadcast Assets as it holds, free from all liens, charges, encumbrances and any other third party rights of any other nature (other than Permitted Liens or those granted pursuant to the Senior Credit Facility).
- 5.2 Such title and interest as the Intragroup Transferors and NGL have and risk in respect of the Designated Broadcast Assets shall pass to NatTrans on Completion. Title to all Designated Broadcast Assets which can be transferred by delivery shall pass on delivery and, such delivery shall (where practicable) be deemed to take place at the Designated Broadcast Properties and the Designated Broadcast Contractual Properties on Completion. The party to this Agreement in which legal title vests to any Designated Broadcast Asset shall be a trustee for NatTrans in respect of such Designated Broadcast Asset until the same shall have been actually delivered and/or, in the case of Designated Broadcast Assets not capable of transfer by delivery, formally transferred or assigned to NatTrans.
- 5.3 The provisions of clauses 5.1 and 5.2 shall not apply to the Designated Broadcast Properties or Designated Broadcast Contractual Properties, in respect of which the provisions of Schedule 2 shall apply.
- 5.4 Subject to paragraph 5.9 of Schedule 2 in relation to Designated Broadcast Leasehold Properties, NGL shall, upon signing this Agreement and until title to the Designated Broadcast Assets has been transferred to NatTrans, use all reasonable endeavours to maintain the same level of insurance as is in place at Completion by members of the Core Group in respect of such Designated Broadcast Assets and shall instruct its insurers to note

the interest of NatTrans as loss payee on all policies of insurance in respect of such Designated Broadcast Assets. NGL shall, if so required by NatTrans, produce from time to time the policies of such insurance together with receipts for the applicable premiums for inspection and, in the event of any failure to do so, NatTrans may itself effect such insurance and recover the costs of so doing as a debt due and payable by NGL. NGL shall not do or omit to do anything or permit any other member of the Core Group to do or omit to do anything which might reasonably be expected to render any such policy void or voidable.

- 5.5 The proceeds of all claims under any insurance covering or relating to the Designated Broadcast Business shall form part of the Designated Broadcast Assets and shall be acquired by NatTrans pursuant to this Agreement.
- 5.6 Pending the transfer of title to any Designated Broadcast Asset to NatTrans, NGL shall, and shall procure that the other relevant members of the Core Group shall, take all reasonable steps (but without any obligation to incur additional expense, cost or liability other than as set out in clause 5.4) to preserve and protect such Designated Broadcast Asset and to prevent any damage being done to such Designated Broadcast Asset.

6. ASSIGNMENT OF BENEFITS AND ASSUMPTION OF BURDENS

- 6.1 Insofar as any Designated Broadcast Asset cannot effectively be assigned or transferred hereunder to NatTrans except by novation or otherwise with the consent, approval or waiver from a third party or if the assignment or transfer could otherwise cause a breach of any agreement comprising a Designated Broadcast Asset in the absence of an appropriate consent, approval or waiver from a third party being obtained, the sale of such Designated Broadcast Asset shall be subject to and conditional upon such consent, approval, waiver or novation being obtained and:

- 6.1.1 NGL shall, or shall procure that the relevant member of the Core Group shall, take all reasonable steps (as required by NatTrans and without NGL or the relevant member of the Core Group incurring additional expenditure other than reasonable legal expenses) to procure that such necessary consent, approval, waiver or novation for the transfer of such Designated Broadcast Asset is obtained as soon as reasonably practicable after Completion (to the extent not obtained prior thereto) and NatTrans shall co-operate with NGL for such purpose;

- 6.1.2 pending any such consent, approval, waiver or novation being obtained, NGL shall, or shall procure that the relevant member of the Core Group shall hold the benefit of the relevant Designated Broadcast Asset on trust for NatTrans and shall accordingly pay or deliver to NatTrans promptly upon receipt by NGL or any member of the Core Group any sums or other assets received by it

which relate to any such Designated Broadcast Asset and otherwise permit NatTrans to enjoy the full benefit of any such Designated Broadcast Asset;

6.1.3 in the case of any Designated Broadcast Contract or Designated Broadcast Business Claim requiring consent, approval, waiver or novation to be obtained, unless and until any such Designated Broadcast Contract or Designated Broadcast Business Claim is so novated or assigned or any necessary consent, approval or waiver is obtained, NGL shall use all reasonable endeavours (at the expense of NatTrans) to seek to agree with the counterparty any amendments or modifications which NatTrans may request but shall not (and shall procure that no member of the Core Group shall) otherwise seek to terminate, amend, waive, modify, renew or restate any part of the relevant contract without the prior written consent or direction of NatTrans; and

6.1.4 in the case of any Designated Broadcast Contract which requires consent, approval, waiver or novation to be obtained, NatTrans at its election shall either:

- (a) (at NatTrans' cost) following Completion, perform all the obligations of the relevant member of the Core Group under any such Designated Broadcast Contract as its agent or sub-contractor and indemnify NGL and Chichester (for themselves and/or as agents for the relevant members of the Core Group) against all Liabilities (and all costs reasonably incurred by any of them) arising in connection with any such Designated Broadcast Contract; or
- (b) with effect from Completion, assume the obligations of the relevant member of the Core Group under such Designated Broadcast Contract and carry out, perform and complete all the obligations and liabilities created by or arising under such Designated Broadcast Contract and indemnify NGL and Chichester (for themselves and/or as agents for the relevant members of the Core Group) against all Liabilities (and all costs reasonably incurred) which any of them suffers or incurs in connection with any such Designated Broadcast Contract or otherwise by reason of NatTrans' failure to comply with its obligations under this clause 6.1.4.

6.2 If any necessary consent, approval, waiver or novation is not obtained within eighteen (18) months after Completion or is refused and the procedure set out in clause 6.1 does not enable the full benefit of any Designated Broadcast Asset to be enjoyed by NatTrans after Completion, the parties shall use best endeavours to achieve an alternative solution pursuant to which NatTrans shall (without NGL or any member of the Core Group incurring additional expenditure other than reasonable legal expenses) both receive the full benefits of

that Designated Broadcast Asset and assume the associated outstanding obligations and liabilities.

- 6.3 If it is necessary or, in the reasonable opinion of NatTrans, desirable for the novation of any Designated Broadcast Contract to be effected by the termination of such Designated Broadcast Contract and the entry into by NatTrans and the relevant counterparty of a new contract on substantially equivalent terms (provided that all accrued liabilities upon such termination are assumed by NatTrans), NGL shall, and shall procure that any other relevant member of the Core Group shall (in each case without incurring additional expenditure other than reasonable legal expense), co-operate fully with NatTrans for such purpose including, without limitation, by participating in all discussions and negotiations with the relevant counterparty.
- 6.4 Save as set out in Schedule 2, nothing in this Agreement shall require any member of the Core Group to provide (in the ordinary course of business or otherwise) any performance guarantee, leasehold guarantee or any similar comfort in respect of any obligation of any member of the Broadcast Group or for the benefit of the Broadcast Business (a "**Broadcast Guarantee**"). If, however, a Broadcast Guarantee is provided, NatTrans shall indemnify, as a continuing obligation, NGL and Chichester (for themselves and/or as trustees for each other member of the Core Group) against, and shall pay on demand, an amount equal to any claim or loss which any member of the Core Group may incur at any time or from time to time under any such Broadcast Guarantee.
- 6.5 The provisions of this clause 6 shall not apply to Designated Broadcast Properties or Designated Broadcast Contractual Properties, in respect of which the provisions of Schedule 2 shall apply.
- 6.6 Notwithstanding the provisions of this Agreement, the following obligations of NGL pursuant to the Letter Agreement dated 21 October 2003 between NGL and Premium TV Limited ("**PTV**") relating to the provision of services and facilities to PTV at Sussex House, Feltham, being a Designated Broadcast Contract listed in Annexure 3, (the "**PTV Agreement**") shall not be transferred or assigned to NatTrans and shall remain obligations of NGL, which NGL undertakes to NatTrans to perform in each case in accordance with and on the same terms and conditions as are contained in the PTV Agreement:
- 6.6.1 the obligation to provide and make available to PTV the Rack Bays in Winnersh referred to in paragraph 3(a)(i) of the PTV Agreement; and
- 6.6.2 the obligations to provide and make available to PTV the services described in paragraphs 3(a)(ii) to 3(a) (vii) (inclusive) and paragraph 3 (b) of the PTV Agreement;

In the event that PTV occupies in excess of 5,469 square feet at Sussex House, Feltham and such space is required by NatTrans or its associated companies or any third party client of

NatTrans, NGL will join with NatTrans in discussing with PTV (in accordance with and on the terms and conditions contained in paragraph 3(a)(i) of the PTV Agreement) finding alternative premises for the expansion required by PTV, and NGL and NatTrans undertake to act in good faith in pursuing such discussions. For the avoidance of doubt, the PTV Agreement and the rights and obligations thereunder constitute a Designated Broadcast Contract except to the extent that such rights and obligations thereunder are expressed to remain with NGL pursuant to this clause 6.6.

7. DESIGNATED BROADCAST LIABILITIES

7.1 NatTrans irrevocably and unconditionally undertakes to NGL and Chichester and the Intragroup Transferors (for themselves and/or as trustees for each other member of the Core Group) that, with effect from Completion, it shall properly perform, assume and pay and discharge when due, and at all times indemnify and keep indemnified NGL, Chichester, the Intragroup Transferors and each other member of the Core Group against, all Designated Broadcast Liabilities.

7.2 NatTrans, for itself and its successors and assigns, covenants that, at any time and from time to time on or after Completion it will, at its own cost, execute and deliver all such further instruments of assumption and acknowledgements and take such other action as NGL, Chichester or the Intragroup Transferors may reasonably request in order to effect the release and discharge in full of any Designated Broadcast Liability or the assumption by NatTrans of the Designated Broadcast Liabilities and the substitution of NatTrans as the primary obligor in respect of the Designated Broadcast Liabilities in each case on a non-recourse basis to any member of the Core Group.

7.3 Except to the extent relating to Taxation, in which event the provisions of the Tax Deed shall prevail to the exclusion of the provisions of this Agreement, NGL shall ensure that if, after Completion, any member of the Core Group receives notification of, or any of its directors becomes aware of any fact, matter, event or circumstance in the nature of a claim or dispute which could give rise to a Designated Broadcast Liability (a "**Relevant Event**"), such member of the Core Group shall:

7.3.1 as soon as reasonably practicable give written notice and reasonable details of the Relevant Event to NatTrans;

7.3.2 not settle or compromise the claim or dispute relating to the Relevant Event or make any admission in respect thereof without the prior written consent of NatTrans (such consent not to be unreasonably withheld or delayed);

7.3.3 allow NatTrans and its advisers and agents to investigate the claim or dispute relating to the Relevant Event (including whether and to what extent any amount is payable in respect thereof);

- 7.3.4** consult in good faith with NatTrans as to any ways in which the claim or dispute relating to the Relevant Event might be avoided, disputed, resisted, mitigated, settled, compromised, defended or appealed;
- 7.3.5** take such action, at the written request of NatTrans, as NatTrans may reasonably require to avoid, dispute, resist, mitigate, settle, compromise, defend or appeal the claim or dispute relating to the Relevant Event, subject to the relevant member(s) of the Core Group being indemnified by NatTrans in a manner reasonably acceptable to such member(s) in respect of all losses, claims, demands, costs and reasonable expenses (including reasonable legal costs) which may thereby be incurred;
- 7.3.6** permit NatTrans, at its written request but subject to the relevant member(s) of the Core Group being indemnified as aforesaid, to have sole conduct of all proceedings relating to the claim or dispute relating to the Relevant Event in the name of the relevant member of the Core Group and to appoint solicitors or other professional advisers; and
- 7.3.7** make available (and use its best endeavours to procure that any of its auditors, past or present, shall make available) to NatTrans and its advisers and agents all such information and assistance (including access to properties, management, records, papers, documents and data) as they may reasonably require.
- 7.4** No member of the Core Group shall be entitled to be indemnified pursuant to clause 7.1 to the extent that any claim or expense results from the failure of NGL or Chichester or the Intragroup Transferors to comply with their respective obligations under this Agreement.
- 7.5** To the extent that any Designated Broadcast Separation Costs are identified by NGL as having been incurred and discharged by a member of the Core Group between the date of the Master Agreement and the date of this Agreement, NatTrans hereby undertakes to pay to NGL (for itself or on behalf of the relevant member of the Core Group) an amount equal to such costs so incurred within 5 Business Days of Completion, subject to reasonable evidence being produced of the amount and circumstances of such costs.
- 7.6** Following Completion, NatTrans shall use all reasonable endeavours (which shall not extend to the making of any payment other than in respect of reasonable legal costs but may include the giving of guarantees in respect of the debts, liabilities or obligations of any Broadcast Group Company) to obtain the release (with effect from Completion) of each member of the Core Group from any guarantee, security, bond, letter of comfort or other similar obligation given or incurred by it (but excluding, for the avoidance of doubt, any authorised guarantee agreements entered into by any member of the Core Group in respect of any Designated Broadcast Properties) which relates, in whole or in part, to Designated

Broadcast Assets or Designated Broadcast Liabilities and, pending such release but following and subject to Completion, NatTrans unconditionally and irrevocably agrees, as a continuing obligation, to indemnify NGL (for itself and as trustee of each member of the Core Group) against, and to pay on demand an amount equal to, any loss which any member of the Core Group may incur at any time or from time to time (and all costs and expenses which such company may incur including reasonable legal fees and together with any applicable VAT) in connection with any such liability (including any liability incurred by any member of the Core Group under any authorised guarantee agreement given by it in respect of any Designated Broadcast Properties), whether arising on, before or after Completion.

- 7.7 To the extent that express provision is made in Schedule 2 for Designated Broadcast Liabilities, such provisions shall prevail and clause 7.1 shall be construed accordingly.

8. OTHER BROADCAST ASSETS AND DISPUTE RESOLUTION

- 8.1 In the event of (i) any dispute or disagreement with respect to the Assets or Liabilities expressly the subject of this Agreement or (ii) if NatTrans or NGL (as the case may be) within 18 months of completion of the Master Agreement (but not thereafter) notifies the other parties that there are other Assets owned by, or Liabilities, of the Core Group which (a) are not covered expressly by clauses 2 or 7 or by Schedule 2 and (b) are not or have not been the subject of any of the Ancillary Agreements (whether or not the same are subsequently terminated) or the Master Agreement but which, in accordance with paragraph 15 of Part II of the Separation Memorandum should have been allocated to NatTrans hereunder, either NatTrans or NGL may call a meeting to resolve such dispute or effect a binding determination or agreement in respect of such dispute or matter, such meeting to be held within 5 Business Days of the date of written notice to the other calling the same (unless otherwise agreed). Each of NatTrans and NGL shall appoint a senior representative who has the authority to resolve the dispute to attend that meeting. The representatives shall meet as often as NatTrans and NGL jointly deem necessary in order to gather and exchange all applicable information with respect to the matter in issue which NatTrans and NGL believe appropriate and the senior representatives shall negotiate in good faith to that end.
- 8.2 In the event that the dispute remains unresolved for a period of 15 Business Days from the date of the written notice referred to in clause 8.1, the matter shall be referred to the Chief Financial Officer of NTL Incorporated (or other senior management representative as may be nominated by NGL) and the Chief Financial Officer of NatTrans (or such senior management representative of NatTrans as may be nominated by NatTrans) (in each case the "CFOs") who shall seek to resolve the matter at issue in good faith as expeditiously as possible.
- 8.3 If the CFOs are unable to resolve the dispute within a further period of 10 Business Days, the matter shall, if so agreed by the CFOs within a further period of 5 Business Days (but not otherwise) be referred for determination by an independent expert (the "**Independent**

Expert") pursuant to the following provisions of this clause 8. If no such decision to refer is made within such 5 Business Day period, the dispute shall at the election of any party be resolved in accordance with clause 11.2 and the provisions of clause 8.4 shall not apply.

8.4 Where there is a referral to an Independent Expert:

8.4.1 In circumstances where the dispute is of a predominantly financial nature, the Independent Expert shall be an independent accountant to be appointed by agreement between NatTrans and NGL or, in default of an agreement within 5 Business Days of the request by NatTrans or NGL, by the President for the time being of the Institute of Chartered Accountants in England and Wales who shall be requested to appoint an independent accountant as soon as possible following receipt of such request.

8.4.2 In circumstances where the dispute is of a predominantly technical nature the Independent Expert shall be appointed by agreement between NatTrans and NGL or, in default of agreement within 5 Business Days of the request by NatTrans or NGL, by the Chief Executive for the time being of the Institution of Electrical Engineers who shall be requested to appoint an expert as soon as possible following receipt of such request.

8.4.3 In circumstances where the dispute is of neither a predominantly technical nor financial nature the Independent Expert shall be such other person as the CFOs may agree..

8.4.4 Within 10 Business Days of an Independent Expert being appointed pursuant to this clause 8, NatTrans and NGL shall submit to the Independent Expert all such information, data or submissions as may be necessary or may be requested by the Independent Expert to enable the Independent Expert to decide on the matter in question. The Independent Expert shall (as one of the terms of his appointment) be obliged to keep all information provided to him in connection with his appointment confidential.

8.4.5 The Independent Expert shall be instructed to make his decision in writing within 15 Business Days of being instructed (or such other period as may be agreed between NatTrans and NGL in writing) and shall submit his decision together with the reasons therefor to NatTrans and NGL. For the avoidance of doubt, notwithstanding the instruction to the Independent Expert, any delay in the making and submission of his decision beyond the period referred to in the preceding sentence shall not invalidate the appointment of the Independent Expert or validity of such decision. Save in the case of manifest error, the decision shall be final and binding upon the parties, and each of the parties agrees to give effect to such decision.

- 8.4.6** In making his decision, the Independent Expert shall be entitled to obtain such independent professional and technical advice as he may reasonably require.
- 8.4.7** Save where the CFOs agree otherwise, if the Independent Expert dies, delays or becomes unwilling or incapable of acting or if for any other reason the President for the time being of the Chartered Institute of Accountants in England and Wales (or, as the case may be, the Chief Executive for the time being of the Institution of Electrical Engineers) thinks fit, he may discharge the Independent Expert and appoint another in his place.
- 8.4.8** The fees and expenses of the Independent Expert shall be borne in such manner as the Independent Expert determines or, in the absence of such determination, equally by NGL and NatTrans.
- 8.5** Notwithstanding the terms of this clause 8, insofar as any Asset is determined to be a Designated Broadcast Asset under clause 8.1(ii) above and is one which if it had been identified as such prior to completion of the Master Agreement as a current asset which would have been (but was not) taken into account in the calculation of Net Working Capital under Schedule 10 to the Master Agreement, none of NGL, Chichester or any Intragroup Transferor shall be under any obligation pursuant to the terms of this Agreement to effect a transfer of such Asset or any interest therein.

9. RECORDS

Following Completion, and without prejudice to its obligations to transfer the Designated Broadcast Business Information, NGL undertakes that it shall or shall procure that the relevant member of the Core Group shall, forward and transfer to NatTrans, as soon as practicable, any payments, documents, information, communications or correspondence (including, without limitation, any orders or enquiries in relation to the Designated Broadcast Business) which it or any member of the Core Group may receive from time to time in relation to the Designated Broadcast Business and/or the Designated Broadcast Assets and/or Designated Broadcast Liabilities or which should properly have been paid to or received by NatTrans, and that any payments, documents or information as aforesaid so received by the Core Group after Completion in relation to the Designated Broadcast Business and/or the Designated Broadcast Assets shall be held as agent of and trustee for NatTrans pending such transfer.

10. FURTHER ASSURANCE AND GUARANTEE

- 10.1** Without prejudice to the generality of the foregoing, NGL shall, or shall procure that the relevant Core Group Company shall, at any time after Completion, execute all such deeds, assignments and documents, do or perform all such acts and things and afford such

assistance as NatTrans may reasonably require in order to vest the assets and liabilities the subject of this Agreement fully and effectively in NatTrans (without jeopardising its right to such assets) or to assure to NatTrans the rights hereby agreed to be granted.

- 10.2 On and at any time after Completion, NGL shall, or shall procure that the relevant Core Group Company shall, give to NatTrans all such information and other assistance (including, without limitation, particulars of customers, suppliers and others who have dealt with the Core Group in connection with the Designated Broadcast Business) as NatTrans may reasonably require for the conduct of the Designated Broadcast Business and for the purpose of implementing the provisions of this Agreement.
- 10.3 If requested by NatTrans (but not otherwise), NGL agrees to issue or procure the issue of a notification to customers of, and suppliers to, the Designated Broadcast Business in a form reasonably acceptable to NatTrans informing them of the transfer of the Designated Broadcast Business to NatTrans.
- 10.4 NGL unconditionally and irrevocably undertakes to NatTrans to procure the full, prompt and complete performance by Chichester of all its obligations under this Agreement (and any other agreement or arrangement to be entered into by it in connection with this Agreement) and the due and punctual payment of all sums now and subsequently payable by Chichester, arising out of or in connection with this Agreement (and any such other agreement or arrangement) when the same shall become due.
- 10.5 Nothing in this Agreement shall restrict the effect of clause 15.11 of the Master Agreement.
- 10.6 Notwithstanding any provision in this Agreement to the contrary, nothing in this Agreement shall require NGL, Chichester, NNNL or any Intragroup Transferor to take any action which would contravene the terms of the Senior Credit Facility or the Senior Note Indenture (as defined in the Master Agreement).

11. APPLICABLE LAW AND JURISDICTION

- 11.1 This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of England.

Dispute Resolution

- 11.2 Subject to clause 8, any dispute arising out of or in connection with this Agreement, including any question regarding the validity, existence or termination of this Agreement shall be finally resolved by arbitration in England, conducted in English, by three arbitrators pursuant to the rules of the London Court of International Arbitration (the "LCIA") (the "Rules") save that the Rules shall be amended in relation to the appointment of arbitrators and the disclosure of documents in any arbitration proceedings as set out below.

11.3 One arbitrator shall be nominated by NGL (for itself as agent for Chichester and the Intragroup Transferors) and one arbitrator shall be nominated by NatTrans. The third arbitrator shall be selected by the two so chosen within 10 Business Days of the appointment of the second arbitrator, failing which the LCIA shall appoint the third arbitrator, who shall be the chairman of the arbitral tribunal.

11.4 Nothing in this clause 11 shall restrict the right which any party may have to seek injunctive relief in respect of a breach of this Agreement, in respect of which action for injunctive relief the parties submit to the exclusive jurisdiction of the English courts.

12. ENTIRE AGREEMENT

12.1 This Agreement (together with any documents referred to herein or therein or required to be entered into pursuant to this Agreement) contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement and any such document.

12.2 Each of the parties acknowledges and agrees that:

12.2.1 it is not entering into this Agreement on the basis of, and is not relying and has not relied on, any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made, given or agreed to by any person (whether a party to this Agreement or not); and

12.2.2 this clause 12.2 shall not apply to any statement, representation or warranty made fraudulently or to any provision of this Agreement which was induced by fraud for which the remedies shall be all those available under the law governing this Agreement regardless of the other terms of this Agreement.

12.3 Each of the parties acknowledges and agrees that the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

13. NO PARTNERSHIP OR AGENCY

This Agreement shall not be construed as creating any partnership or agency relationship between any of the parties.

14. VARIATIONS AND WAIVERS

- 14.1 No variation of this Agreement shall be effective unless made in writing signed by or on behalf of all the parties and expressed to be such a variation.
- 14.2 No failure or delay by any party or time or indulgence given in exercising any remedy or right under or in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right.
- 14.3 No waiver by any party of any requirement of this Agreement, or of any remedy or right under this Agreement, shall have effect unless given in writing and signed by such party. No waiver of any particular breach of the provisions of this Agreement shall operate as a waiver of any repetition of such breach.
- 14.4 Any waiver, release or compromise or any other arrangement of any kind whatsoever which any party gives or enters into with any other party in connection with this Agreement shall not affect any right or remedy of that party as regards any other parties or the liabilities of any other such parties under or in relation to this Agreement.
- 14.5 Notwithstanding the above, amendments may be approved by NGL (for itself and as trustee for Chichester and the Intragroup Transferors) and NGL is authorised hereby by each of the Intragroup Transferors to agree to a waiver, release or compromise of any provision of this Agreement on their behalf.

15. ASSIGNMENT

- 15.1 Subject to clause 15.2, no party shall be entitled to assign the benefit or burden of any provision of this Agreement (or any of the documents referred to herein) without the prior written consent of any other party to the relevant document.
- 15.2 All or any of the rights of NGL and/or Chichester and or the Intragroup Transferors under this Agreement may (notwithstanding any other provisions contained in this Agreement) be assigned, upon providing written notice of such assignment, by NGL and/or Chichester to any member of the Core Group provided that if such assignee company leaves the Core Group such rights are assigned to another member of the Core Group and a reference to NGL and/or Chichester in this clause 15.2 shall, where the context thus requires, be deemed to include any member of the Core Group to whom any rights under this Agreement have been assigned in accordance with the provisions of this clause 15.2.

16. COUNTERPARTS

This Agreement may be executed as two or more counterparts and execution by each of the parties of any one of such counterparts will constitute due execution of this Agreement.

17. THIRD PARTY RIGHTS

- 17.1** Save where any provision is expressed to be for the benefit of a member of the Core Group not party to this Agreement, nothing in this Agreement is intended to confer upon any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 17.2** Notwithstanding that members of the Core Group shall be entitled to enforce certain rights under this Agreement which have been given for their benefit, the parties to this Agreement may enter into any agreement or arrangement with the other parties varying or amending any of the terms of this Agreement, or compromising or settling any claim under this Agreement (including in respect of such rights) without reference to the interest of, or the consent of, the other members of the Core Group not party to this Agreement.

18. COSTS AND VAT

- 18.1** Save as otherwise expressly provided in this Agreement, each party shall pay its own costs and expenses incurred in connection with the preparation, negotiation and completion or termination of this Agreement.
- 18.2** Where any supply is made pursuant to the terms of this Agreement at a time when the person making the supply and the person to whom the supply is made do not belong to the same group of companies for the purposes of section 43 Value Added Tax Act 1994, then:
- 18.2.1** the amount or value of the consideration to be given for or allocated to that supply shall be exclusive of value added tax; and
 - 18.2.2** value added tax shall be paid in addition to any such consideration on receipt by the person to whom the supply is made of a valid invoice for the purposes of value added tax issued by or on behalf of the person making the supply.

19. NOTICES

Address for service

- 19.1** Any notice, consent, request, approval or other communication (a "Notice") to be given or made under this Agreement shall be in writing and signed by or on behalf of the person giving it and shall be irrevocable without the written consent of the party or parties on whom it is served.

Method of service

- 19.2** Any Notice may only be served:

- 19.2.1 personally by giving it to any director, officer or the secretary of any company which is the party to be served;
- 19.2.2 by leaving it at the address of the party to be served which is referred to in clause 19.4 or if another address shall have been notified to all the other parties for the purposes of this clause 19 by notice given in accordance with this clause 19.2, then to the address of such party which shall have been so notified, for which purpose the latest notification shall supersede all previous notifications;
- 19.2.3 by sending it by facsimile transmission to the number for the party to whom it is to be sent which is referred to in clause 19.4 or if another number shall have been notified to all the other parties for the purposes of this clause by notice given in accordance with this clause 19.2, then to the number of such party which shall have been so notified, for which purpose the latest notification shall supersede all previous notifications.

Deemed Service

19.3 A Notice shall be deemed served as follows:

- 19.3.1 in the case of personal service, at the time of such service;
- 19.3.2 in the case of leaving the notice at the relevant address, at the time of leaving it there; and
- 19.3.3 in the case of service by facsimile transmission, at the time of transmission **PROVIDED THAT** such Notice is then also delivered by one of the means set out in clauses 19.2.1 or 19.2.2 no later than 24 hours after such transmission; and

19.4 To NGL, Chichester or (prior to completion of the Master Agreement) NatTrans:

ntl House
Bartley Wood Business Park
Hook
Hampshire
RG27 9UP
Fax: 01256 752170
For the attention of: Robert Mackenzie

And to:

Travers Smith
10 Snow Hill
London EC1A 2AL
Fax: 020 7295 3500
For the attention of: Spencer Summerfield and

Richard Spedding

To NatTrans (following completion
of the Master Agreement):

Crawley Court
Winchester
Hampshire
SO21 2QA

For the attention of: Company Secretary

19.5 A Notice shall not be invalidly served simply if a copy of such Notice is not sent to any of the persons who are specified in clause 19.4 as entitled to receive a copy.

THIS AGREEMENT has been duly executed on the date first stated above.

SCHEDULE 1

COMPLETION OBLIGATIONS

PART I

OBLIGATIONS OF NGL

NGL shall make available, deliver to or procure delivery to NatTrans of:

1. physical possession of all the Designated Broadcast Assets capable of passing by delivery;
2. the title deeds relating to the Designated Broadcast Properties and all invoices, policies, premiums receipts, maintenance contracts and other accounts relating to the Designated Broadcast Properties;
3. all documents of title and certificates for the lawful operation and use of, and all service documents pertaining to, the plant, fixtures and fittings of the Designated Broadcast Business, so far as available and in the possession or under the control of the Core Group;
4. assignments in the approved terms of the Intellectual Property Rights (including the Broadcast Registered IPR and Bespoke Software) described in clause 2.2.5, duly executed by the relevant members of the Core Group;
5. all documents of title, certificates, deeds, licences, agreements and other documents relating to the Intellectual Property Rights described in clause 2.2.5 of this Agreement and all manuals, drawings, plans, documents and other materials and media on which such Intellectual Property Rights (including the Broadcast Registered IPR) is recorded, so far as available and in the possession of the Core Group;
6. the source code format of all software the rights in which are transferred under clause 2.2.5;
7. the Designated Broadcast Contracts and any contracts constituting the Designated Broadcast Contractual Properties together (to the extent that paragraph 7.4 of Part I of Schedule 2 applies) with an assignment thereof in the approved terms duly executed by the relevant member of the Core Group;
8. the Designated Broadcast Business Information; and
9. to the extent that landlord's consent to the same (where required) has been obtained at Completion and otherwise to the extent practicable, transfers and assignments of the Designated Broadcast Properties, duly executed by the relevant members of the Core Group in the form prescribed by Schedule 2.

PART II

OBLIGATIONS OF CHICHESTER

Chichester shall allot and issue to NGL, credited as fully paid, 100 ordinary shares in the capital of Chichester, shall enter NGL as the registered holder of such shares in the register of members of Chichester and shall deliver to NGL a share certificate in respect of such shares.

PART III

OBLIGATIONS OF NATTRANS

NatTrans shall allot and issue to Chichester, credited as fully paid, 100 ordinary shares in the capital of NatTrans, shall enter Chichester as the registered holder of such shares in the register of members of NatTrans and shall deliver to Chichester:

1. a share certificate in respect of such shares;
2. counterparts of the assignment in the approved terms of the Intellectual Property Rights (including the Broadcast Registered IPR) described in clause 2.2.5, duly executed by NatTrans;
3. counterparts of the transfers and assignments referred to in paragraphs 7 and 10 of Part I of this Schedule 1, duly executed by NatTrans.

SCHEDULE 2

DESIGNATED BROADCAST PROPERTIES

PART I

CONDITIONS OF SALE OF THE DESIGNATED BROADCAST PROPERTIES

1. INTERPRETATION

1.1 In this Schedule 2, the following words and expressions shall have the following meanings:

Actual Completion Date the date on which completion of the transfer of any Designated Broadcast Property actually takes place.

Charges Register the Charges Register of the Registered Title in England and Wales.

Contractual Completion Date (a) in relation to the Designated Broadcast Freehold Properties and any Designated Broadcast Leasehold Property in respect of which a Reversioner's licence permitting the assignment of the relevant Lease to NatTrans either is not required or has been obtained by Completion, Completion; and

(b) in relation to the remainder (if any) of the Designated Broadcast Leasehold Properties, the tenth Business Day next following the date on which either a Reversioner's licence has been obtained permitting the assignment of the Lease or (in the event that a Reversioner refuses consent to assign but consents to an underlease, as provided in paragraph 5.7) the grant of an underlease.

Declaration a declaration by the Court on the application of NGL or, as the case may be, such other person who is the legal owner of any Designated Broadcast Leasehold Property, whether or not by way of defence and counterclaim, in Proceedings to the effect that a Reversioner is unreasonably withholding consent or licence to assign or (as the case may be) consent or licence to underlet.

Designated Broadcast Freehold Properties	the freehold (or the equivalent in any other relevant jurisdiction) Designated Broadcast Properties (and " Designated Broadcast Freehold Property " shall be construed accordingly).
Designated Broadcast Leasehold Properties	the leasehold Designated Broadcast Properties (and " Designated Broadcast Leasehold Property " shall be construed accordingly).
Leases	the leases under which each of the Designated Broadcast Leasehold Properties are held and all documents and obligations supplemental or pursuant to such documents (and " Lease " shall be construed accordingly).
Masts	Designated Broadcast Contractual Properties, not being freehold or leasehold properties, which are transmission masts or fixed terrestrial (point to point) link sites.
Proceedings	court proceedings for a Declaration or Court proceedings taken by a Reversioner against NGL or, as the case may be, such other person who is the legal owner of any Designated Broadcast Leasehold Property for forfeiture of a Lease and/or for an order requiring NGL or such other person who is the legal owner of any Designated Broadcast Leasehold Property to terminate all and any rights which NatTrans may have to occupy that Designated Broadcast Leasehold Property.
Registered Title	all title which is registered at the Land Registry (or the equivalent in any other relevant jurisdiction).
Reversioner	all persons entitled to the reversion (whether mediate or immediate) expectant on the termination of any Lease and where reference is made in this Schedule 2 to any consent or licence required from or by a Reversioner it shall be deemed to mean all and any such licences where more than one is required.

Site Licence in relation to individual Masts the licence held by NGL or another member of the Core Group for the use of such Mast.

Site Owner the counterparty to the Site Licences.

- 1.2 References in this Schedule 2 to "**transfer**" shall be deemed also to include references to "**assignment**".

2. TRANSFER OF DESIGNATED BROADCAST PROPERTIES

- 2.1 NGL shall transfer, or procure the transfer of, the interests of the Core Group in the Designated Broadcast Properties to NatTrans (subject, in the case of the Designated Broadcast Leasehold Properties, to the conditions referred to in paragraph 5 below being satisfied).

- 2.2 Each of NGL and the Intragroup Transferors hereby assigns and transfers to NatTrans all of its interests in the Designated Broadcast Properties. With effect from Completion, NatTrans shall stand possessed of the Designated Broadcast Properties as beneficial owner and each of NGL and the Intragroup Transferors shall hold their respective interest in the Designated Broadcast Properties on trust for NatTrans.

- 2.3 Each transfer shall incorporate the provisions set out in Part II of this Schedule 2.

- 2.4 The provisions of this Schedule 2 have been drafted principally in relation to Designated Broadcast Properties in England and Wales. In relation to Designated Broadcast Properties in Scotland, the provisions in this Schedule 2 shall be deemed to include terms, procedures and concepts which most nearly approximate to the provisions of this Agreement and the commercial intent behind such provisions as they relate to the Designated Broadcast Properties in England and Wales.

- 2.5 Each transfer shall incorporate the provisions set out in Part II of this Schedule 2.

3. TITLE

NatTrans shall accept such title and interest to the Designated Broadcast Properties as NGL and the other members of the Core Group shall have vested in it (provided that in relation to the Designated Broadcast Leasehold Properties, the covenants implied by section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 (or any other legislation) shall be limited so as not to extend to any breach of the tenant's covenants in the Leases relating to the repair and decoration of the Designated Broadcast Leasehold Properties) and subject to such rights, easements and encumbrances which may exist at Completion without enquiry or requisition.

4. COMPLETION

Completion of the transfer of the Designated Broadcast Properties shall take place on the Contractual Completion Date.

5. THE DESIGNATED BROADCAST LEASEHOLD PROPERTIES

The following provisions shall apply in relation to such of the Designated Broadcast Leasehold Properties in respect of which a Reversioner's consent is required but which has not been obtained by Completion.

- 5.1** Subject to paragraphs 5.2 to 5.10 below (inclusive), in relation to the Designated Broadcast Leasehold Properties vested in NGL or an Intragroup Transferor, each shall use all reasonable endeavours to obtain the necessary licence by the Reversioner permitting an assignment of the Lease to NatTrans pursuant to the provisions thereof (provided that neither NGL nor any Intragroup Transferor shall be obliged to offer to any Reversioner any covenant, guarantee (other than an authorised guarantee agreement where the relevant Lease entitles the Reversioner to require the tenant to demand an authorised guarantee agreement as a condition to the granting of consent to assign), rent deposit or other inducement whatsoever).
- 5.2** NatTrans shall give without delay all reasonable assistance and provide such references and accounts and information as the Reversioner may be reasonably entitled to request.
- 5.3** If so required by the Reversioner, NatTrans shall execute the licence or other deed containing a direct covenant by NatTrans with the Reversioner to pay the rents reserved by the Lease and to perform and observe all the covenants and other obligations on the part of the tenant contained in the Lease for the residue of the term thereby granted.
- 5.4** NatTrans shall to the extent permitted under the terms of the Senior Credit Facility and the Senior Note Indenture (as each term is defined in the Master Agreement) provide or cause to be provided such security (whether by way of guarantee deposit or otherwise) as may be required by the Reversioner acting in accordance with the terms of the relevant Lease so as to secure the obligations of NatTrans to pay the rents reserved by the Lease and to perform and observe the covenants and other obligations on the part of the tenant contained in the Lease, including any continuation, extension or renewal of the term.
- 5.5** NatTrans may not object to a licence granted subject to a condition:
- 5.5.1** which, under Section 19(1A) of the Landlord and Tenant Act 1927 (or the equivalent in any other jurisdiction), is not regarded as unreasonable; and/or
- 5.5.2** which is lawfully imposed under an express term of the relevant Lease or this Schedule 2.

- 5.6 In respect of each Designated Broadcast Leasehold Property for which the Reversioner's consent to transfer to NatTrans is required and remains to be obtained, NGL or the relevant Intragroup Transferor shall hold such Designated Broadcast Leasehold Property on trust for NatTrans until the Actual Completion Date for the relevant Designated Broadcast Leasehold Property, and the following provisions shall apply:
- 5.6.1 on and from Completion NatTrans shall be permitted to enter into occupation as licensee and shall be entitled to receive all profit and other income from it;
- 5.6.2 from Completion until the Actual Completion Date (subject to such of the Ancillary Agreements that affect any Designated Broadcast Leasehold Properties) NatTrans shall be responsible for the payment of all outgoings on the Designated Broadcast Leasehold Property and shall indemnify NGL or other relevant Intragroup Transferor against all liabilities (and costs incurred by any of them) arising out of or in connection with the Designated Broadcast Leasehold Property (including all rents) and shall observe and perform the covenants, agreements, conditions and stipulations on the part of the tenant to be performed and observed under the relevant Lease and shall indemnify NGL and the Intragroup Transferors against any losses arising out of the breach of these obligations.
- 5.7 If a Reversioner's licence has not been obtained within 12 (twelve) calendar months of Completion, NGL or the relevant Intragroup Transferor shall, as soon as reasonably practicable apply to the Reversioner and use all reasonable endeavours (but shall not be obliged to offer to any Reversioner any covenant, guarantee, rent deposit or other inducement whatsoever) to obtain the consent of the Reversioner to the grant of an underlease of the Designated Broadcast Leasehold Property to NatTrans for a term equal to the residue of the term of the relevant Lease less three days at a rent equal to the rent payable under the relevant Lease and otherwise on the same terms and conditions as the Lease and the provisions of paragraphs 5.2, 5.3 and 5.4 shall apply to the obtaining of such consent *mutatis mutandis*, and if such consent is forthcoming NGL or the relevant Intragroup Transferor shall grant and NatTrans shall accept such underlease on the date ten Business Days after the date of receipt of such consent.
- 5.8 Provided that there are then no Proceedings extant in relation to a Designated Broadcast Leasehold Property then at the expiry of 4 (four) calendar months from the date upon which NGL or the relevant Intragroup Transferor makes in relation to any Designated Broadcast Leasehold Property the application mentioned in paragraph 5.7 (or earlier if agreed between NGL and NatTrans), NGL shall procure the grant and NatTrans shall accept the underlease of that Designated Broadcast Leasehold Property but without prejudice to the obligation on the part of NatTrans to accept an assignment of the relevant Lease if the licence contemplated by paragraph 5.1 can be obtained.

- 5.9 Where under the terms of a Lease NGL or such other person who is the tenant under the Lease is obliged to maintain insurance in respect of a Designated Broadcast Leasehold Property or any part thereof, NGL shall, or shall procure that such other person shall, maintain any such insurance in accordance with the terms of the Lease (but not further or otherwise) until the Actual Completion Date and NatTrans shall on the Actual Completion Date reimburse NGL or such other person who is tenant under the Lease with the proportion of the premium for the period from the date of this Agreement until the Actual Completion Date. Immediately before the grant of the underlease of such Designated Core Leasehold Property, NatTrans will be deemed to have assigned and transferred back to NGL or such other person who is the tenant under the Lease the beneficial and equitable interest in that Designated Core Leasehold Property assigned and transferred under paragraph 2.3.
- 5.10 If in respect of any Designated Broadcast Leasehold Property a Reversioner takes Proceedings then NGL shall, or shall procure that such other person who is the legal owner of that Designated Broadcast Leasehold Property shall, (unless advised by leading counsel instructed jointly by NGL and NatTrans that there is no reasonable prospect of success) at NatTrans' cost defend those Proceedings and counterclaim for a Declaration.

6. MATTERS AFFECTING THE PROPERTY

- 6.1 Each Designated Broadcast Property is transferred subject to and (where appropriate) with the benefit of:
- 6.1.1 all local land charges (or equivalent) and other matters whensoever registered or registrable (whether registered or not) by any local or other authority and to every charge notice direction order restriction agreement resolution proposal condition and other matter affecting the Designated Broadcast Properties;
 - 6.1.2 all matters in the nature of the unregistered interests which override registered dispositions as set out in Schedules 2 and 12 of the Land Registration Act 2002 or, if title to a Designated Broadcast Property is unregistered, interests which override first registration as set out in Schedules 1 and 12 of the Land Registration Act 2002;
 - 6.1.3 any lease or document under which a Designated Broadcast Property is held;
 - 6.1.4 all matters contained or referred to in any public register including (without limitation) the registers of the Registered Title, with the exception only of any financial charges;
 - 6.1.5 all rights of way, light or air, shelter, support, drainage or other rights, covenants, easements, quasi-easements, liabilities and public or private rights whatsoever and any liability to repair or contribute to the repair of sewers, pipes, drains, party structures, shared used facilities or other like matters;

- 6.1.6 all notices, orders, demands, proposals or requirements served or made by a local or other public or competent authority or statutory body (whether served or made before or after the date of the Agreement);
 - 6.1.7 all development plans, town planning and other schemes, proposals, resolutions, orders, or requirements affecting the Designated Broadcast Properties in any manner whatsoever and all actual or proposed charges, notices, orders, restrictions, agreements, conditions or other matters whatsoever arising under the planning or similar legislation;
 - 6.1.8 all other matters whatsoever affecting each Designated Broadcast Property which are capable of discovery by searches or enquiries of any person, local or other public or competent authority or statutory body, or by inspection or survey.
- 6.2 NatTrans shall be deemed to have notice of the matters referred to in paragraph 6.1 above and shall not be entitled to raise any requisition or objection in respect of them.
- 6.3 The transfer of each Designated Broadcast Property shall have effect as if it were expressly made subject to all matters to which that Designated Broadcast Property is expressly sold under the terms of this Schedule 2.

7. DESIGNATED BROADCAST CONTRACTUAL PROPERTIES

- 7.1 Save with respect to any Site Licences the subject of clause 7.4, NGL and each relevant Intragroup Transferor agree that they shall take all reasonable steps to obtain agreement as soon as reasonably practicable with each Site Owner as follows:
- 7.1.1 in relation to Masts which are used exclusively for the Broadcast Business, the grant to NatTrans of a new site licence to replace the existing Site Licence (a "**Replacement Site Licence**"), substantively on the same terms as the existing Site Licence;
 - 7.1.2 in relation to Masts which are used for both the Broadcast Business and Core Business, either a new site licence granted to NatTrans in respect of such part of a Mast used for Broadcast Business, or two new site licences (to replace the existing Site Licence) granted to NatTrans for the Broadcast Business and to the relevant member of the Core Group for the Core Business respectively ("**New Site Licences**") in each case on substantially the same terms as the existing Site Licence so far as practicable or appropriate in the circumstances.
- 7.2 Pending the grant of a Replacement Site Licence pursuant to paragraph 7.1.1, with effect from Completion:

- 7.2.1 NGL shall, or shall procure that the relevant Core Group member shall, hold the existing Site Licence on trust for NatTrans and (subject to NatTrans complying with its obligations under paragraph 7.2.2) shall pay all fees payable to the relevant Site Owners ("**Licence Fees**") until the grant of a Replacement Site Licence and shall not seek to terminate, amend, waive, modify, renew or restate any part of such existing Site Licence without the prior written consent of NatTrans;
- 7.2.2 NatTrans shall observe and perform the terms and conditions of the relevant Site Licences and shall indemnify NGL and the Intragroup Transferors (for themselves and/or as agent for the relevant Core Group members) against all liabilities (and costs reasonably incurred by any of them) arising in connection with the relevant existing Site Licence, including the Licence Fees; and
- 7.2.3 NatTrans shall be permitted to continue to occupy and use the relevant Masts and shall be entitled to receive all profit and other income derived from them.
- 7.3 Pending the grant of New Site Licences pursuant to paragraph 7.1.2, with effect from Completion:
- 7.3.1 NGL shall, or shall procure that the relevant Core Group member shall, hold the existing Site Licence for itself and on trust for NatTrans until the grant of New Site Licences and (subject to NatTrans complying with its obligations under paragraph 7.3.2) shall pay all Licence Fees payable to the relevant Site Owners until the grant of New Site Licences and shall not seek to terminate, amend, waive, modify, renew or restate any part of such existing Site Licence without the prior written consent of NatTrans and shall agree to such amendments or waivers to the Site Licences as NatTrans may in its absolute discretion require;
- 7.3.2 NatTrans shall observe and perform the terms and conditions of the relevant Site Licence in so far as it relates to that part of the Mast used in connection with the Broadcast Business purposes and shall indemnify NGL (for itself and/or as agent for the relevant Core Group members) against all liabilities arising in connection with the relevant existing Site Licence (so far as it relates to that part of the Mast used for Broadcast Business purposes), including a proportion of the Licence Fees, calculated by dividing those liabilities on a proportionate basis by reference to the relative use of each Mast made by the Broadcast Business and the Core Business respectively (based on the rate card for each item of equipment).
- 7.3.3 NatTrans shall be permitted to continue to occupy and use such part of the relevant Masts that are currently used in connection with the Broadcast

Business and shall be entitled to receive all profit and income derived from that part of such Masts.

7.4 If NatTrans and NGL agree that achieving the vesting of a Site Licence in NatTrans in relation to a Mast used exclusively in connection with the Broadcast Business would be more expeditiously or economically achieved by assignment of that Site Licence from the relevant member of the Core Group to NatTrans, the provisions of paragraph 7.1.1 shall not apply. NGL shall instead take all reasonable steps (as required by NatTrans) to procure that such assignment take place and that any necessary consent, approval, waiver or novation for the assignment of such Site Licence is obtained as soon as reasonably practicable and NatTrans shall co-operate with NGL and any relevant member of the Core Group for such purpose; pending such assignment, with effect from Completion:

7.4.1 NGL shall, or shall procure that the relevant Core Group member shall, hold the existing Site Licence on trust for NatTrans and (subject to NatTrans complying with its obligations under paragraph 7.4.2) shall pay all Licence Fees prior to the assignment being effected and shall not seek to terminate, amend, waive, modify, renew or restate any part of such existing Site Licence without the prior written consent of NatTrans;

7.4.2 NatTrans shall observe and perform the terms and conditions of the relevant Site Licences and shall indemnify NGL (for itself and/or as agent for the relevant member of the Core Group) against all liabilities (and costs reasonably incurred by it) arising in connection with the relevant existing Site Licence, including the Licence Fees; and

7.4.3 NatTrans shall be permitted to occupy and use the relevant Masts and shall be entitled to receive all profit and other income derived from them.

7.5 In relation to Masts which are subject to Site Owners' specific security clearance procedures, NatTrans will itself deal with and comply with all such requirements.

PART II

TERMS OF TRANSFERS/ASSIGNMENTS

1. FREEHOLD DESIGNATED BROADCAST PROPERTIES

The Transfer shall contain a covenant by NatTrans (**the Buyer**) with [NGL] [relevant Intragroup Transferor] (**the Seller**) to perform and observe [the covenant[s] mentioned in [entry] [entries] number[ed] [] [and []]] of the Charges Register of the Registered Title - *where the entries in the Charges Register include registered financial charges*]/[all the covenants, agreements, restrictions, stipulations, provisions, conditions and other matters contained or referred to in the registers of the Registered Title, - *where the entries in the Charges Register do not include registered financial charges*] [and in the Documents - *i.e. any documents which do not appear on the title to the relevant property but relate to agreements/documents which affect the property e.g. unregistered planning agreements, third party licences*] so far as any such matters relate to the Designated Broadcast Property and are still subsisting and capable of taking effect and to keep the Seller fully indemnified from and against all actions, claims, demands, losses, costs, expenses, damages and/or liabilities in any way relating thereto arising on or after the date of the Transfer.

2. DESIGNATED BROADCAST LEASEHOLD PROPERTIES

In the case of Designated Broadcast Leasehold Properties, the Transfer shall contain:

- 2.1 unless the Lease is a new tenancy as defined in the Landlord and Tenant (Covenants) Act 1995 (**the 1995 Act**), a covenant by the Buyer with the Seller that the Buyer and the persons deriving title under the Buyer will with effect from the date of the Transfer perform and observe [the covenant[s] mentioned in [entry] [entries] number[ed] [] [and []]] of the Charges Register of the Registered Title - *where the entries in the Charges Register include registered financial charges*]/[all the covenants, agreements, restrictions, stipulations, provisions, conditions and other matters contained or referred to in the registers of the Registered Title, - *where the entries in the Charges Register do not include registered financial charges*] [in the Lease to be performed and observed by the tenant thereunder, - *where the relevant lease is not registered*] [and in the Documents] so far as any such matters relate to the Designated Broadcast Leasehold Property and are still subsisting and capable of taking effect and keep the Seller fully indemnified from and against all actions, claims, demands, losses, costs, expenses, damages and/or liabilities in any way relating thereto arising on or after the date of the Transfer;
- 2.2 if the Lease is a new tenancy as defined in the 1995 Act and the Seller enters into an authorised guarantee agreement as defined in the 1995 Act, a covenant by the Buyer with the Seller to keep the Seller fully indemnified from and against all actions, claims, demands,

losses, costs, expenses, damages and/or liabilities in any way relating to or arising out of the authorised guarantee agreement;

- 2.3 a declaration that any covenant to be implied in the Transfer on the part of the Seller (whether by statute or otherwise) shall not extend to any subsisting breach of any covenant relating to the state and condition of the Designated Broadcast Leasehold Property [and the Buyer will join with the Seller in a request to the Land Registry that an appropriate entry be made on the Registered Title - *where the title is registered*].

SCHEDULE 3

INTRAGROUP TRANSFERORS

NTL Business Limited
NTL Communications Services Limited
Metro South Wales Limited
NTL South Wales Limited
DTELS Limited

EXECUTED by NTL)
GROUP LIMITED)
acting by:)

Director

..... R. C. Gale

EXECUTED by NTL)
(CHICHESTER) LIMITED)
acting by:)

Director

..... R. C. Gale

EXECUTED by NATIONAL)
TRANSCOMMUNICATIONS)
LIMITED acting by:)

Director

..... R. C. Gale

EXECUTED by NTL)
BUSINESS LIMITED acting by:)

Director

..... R. C. Gale

EXECUTED by NTL)
COMMUNICATIONS SERVICES)
LIMITED acting by:)

..... R. C. Gale

Director

.....

EXECUTED by **METRO**
SOUTH WALES LIMITED acting by:

)
)

Director

..... *R-C, Gals*

EXECUTED by **NTL**
SOUTH WALES LIMITED acting by:

)
)

Director

..... *R-C, Gals*

EXECUTED by **DTELS LIMITED**
acting by:

)
)

Director

..... *R-C, Gals*