



CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

* Insert full name of company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number



02591237

Name of company

* ~~NTL~~ GROUP LIMITED (the "Chargor").
NTL
(DEED)

Date of creation of the charge

16 June 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

Shares Pledge (the "Charge")

Amount secured by the mortgage or charge

The Alternative Bridge Trustee Liabilities and the Alternative Bridge Liabilities (together, the "Secured Obligations").

See Paper Apart 1 for definitions.

Names and addresses of the mortgagees or persons entitled to the charge

Deutsche Bank AG, London Branch (as security trustee for the Beneficiaries), Winchester House, 1 Great Winchester Street, London (the "Alternative Bridge Trustee")

Postcode EC2N 1DB

Presentor's name, address and reference (if any):

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN
LAT/CE/CLP/MOR145.0012

Time critical reference

For official use (06/2005)

Mortgage Section

Post room

TUESDAY



SCT

STS5QGTH

04/07/2006

1794

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Paper Apart 1.

Please do not
write in
this margin

Please complete
legibly, preferably
in black type or
bold block
lettering

A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Derek Allen

Date

4 July 2010

On behalf of [company] [mortgagor/chargee]

Notes

†Delete as
appropriate

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

This is Paper Apart 1 referred to in the foregoing Form 395 relative to a Shares Pledge entered into between NTL Group Limited and Deutsche Bank AG, London Branch, as security trustee dated 16 June 2006.

In this Form 395 the following terms shall have the following meanings:

"Acceding Guarantor" means any entity required to accede to the Alternative Bridge Facility Agreement pursuant to Clause 19.12 (*Further Assurance*) thereof which has complied with the requirements of Clause 21.1 (*Acceding Guarantors*) thereof;

"Accession Notice" has the meaning given to it in the Alternative Bridge Facility Agreement;

"Act" means the Companies Act 1985 (as amended);

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

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

"Alternative Bridge Agent" means, upon its accession to the Group Intercreditor Deed in accordance with Clause 16.3 (*New Creditors*) thereof and for so long as any Alternative Bridge Liabilities remain outstanding, J.P. Morgan Europe Limited (in its capacity as agent for the Alternative Bridge Lenders under the Alternative Bridge Facility Agreement);

"Alternative Bridge Borrower" means, upon its accession to the Alternative Bridge Facility Agreement in accordance with Clause 16.3 (*New Creditors*) of the Group Intercreditor Deed and for so long as any Alternative Bridge Liabilities remain outstanding, NTL Cable plc as borrower under the Alternative Bridge Facility Agreement;

"Alternative Bridge Facility Agreement" means the alternative bridge facility agreement dated on or about 14 June 2006 between NTL Incorporated (formerly known as Telewest Global, Inc), as Ultimate Parent, NTL Cable plc, as Borrower, certain other direct and indirect subsidiaries of the Ultimate Parent as guarantors, Deutsche Bank AG, London Branch, J.P. Morgan Plc, The Royal Bank of Scotland PLC and Goldman Sachs International as Bookrunners and Mandated Lead Arrangers, J.P. Morgan Europe Limited as Alternative Facility Agent, Deutsche Bank AG, London Branch, as Alternative Bridge Trustee and the Lenders as defined therein (as such agreement may be amended, restated, modified, supplemented or novated from time to time);

"Alternative Bridge Finance Documents" means:

- (a) the Alternative Bridge Facility Agreement, any Accession Notices and any Transfer Deeds;
- (b) the Fees Letters;
- (c) the Engagement Letter;
- (d) the Security Documents;
- (e) the Alternative Bridge Security Trust Agreement;
- (f) the Group Intercreditor Deed;
- (g) any other agreement or document entered into or executed by a member of the Group pursuant to any of the foregoing documents; and
- (h) any other agreement or document designated a **"Finance Document"** in writing by the Facility Agent and the Borrower;

"Alternative Bridge Finance Parties" means the Facility Agent, the Arrangers, the Bookrunners, the Security Trustee and the Lenders and **"Finance Party"** means any of them;

"Alternative Bridge Lenders" means, for so long as any Alternative Bridge Liabilities remain outstanding:

- (a) a bank or financial institution or other person named as a "Lender" in the Alternative Bridge Facility Agreement; or
- (b) a bank or financial institution or other person which has become (and remains) a party to the Group Intercreditor Deed as an Alternative Bridge Lender in accordance with the provisions of Clause 16.3 (*New Creditors*) thereof and in accordance with the provisions of the Alternative Bridge Facility Agreement;

"Alternative Bridge Liabilities" means, if any, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Alternative Bridge Obligors (or any one or more of them) to the Alternative Bridge Finance Parties (or any one or more of them) under or in connection with the Alternative Bridge Finance Documents, together with any related Additional Liabilities owed to the Alternative Bridge Finance Parties and together also with all costs, charges and expenses incurred by each of the Alternative Bridge Finance Parties in connection with the protection, preservation or enforcement of its rights under the Alternative Bridge Finance Documents excluding, for the avoidance of doubt, any such obligations or liabilities in respect of or arising from the Alternative Bridge Finance Documents of any member of the Telewest Group incorporated in England & Wales until such time as the provisions of sections 151-158 of the Act have been complied with by such member(s) in respect of such liabilities and obligations;

"Alternative Bridge Obligors" means the Alternative Bridge Borrower and each of the Original Alternative Bridge Guarantors and any other member of the Bank Group required to grant guarantees and/or security in accordance with the terms of the Alternative Bridge Facility Agreement;

"Alternative Bridge Security Trust Agreement" means the alternative bridge security trust agreement dated on or about 16 June 2006 between, *inter alios*, NTL Investment Holdings Limited, the Alternative Bridge Trustee and the companies named therein as Original Obligors;

"Alternative Bridge Trustee Liabilities" means the amounts payable to the Alternative Bridge Trustee referred to in the definition of Third Beneficiary;

"Arrangers" has the meaning given to it in the Alternative Bridge Facility Agreement;

"B Facility" has the meaning given to it in the Senior Facilities Agreement;

"Bank Group" has the meaning given to it in the Alternative Bridge Facility Agreement;

"Beneficiaries" means the Third Beneficiary and the Fourth Beneficiaries;

"Bookrunners" has the meaning given to it in the Alternative Bridge Facility Agreement;

"Borrower" means NTL Cable plc, a company incorporated in England & Wales with registered number 5061787 and having its registered office at NTL House, Bartley Wood Business Park, Hook, Hampshire RG27 9UP;

"Encumbrance" means:

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

"Enforcement Date" means the date on which following the occurrence of an Event of Default that is continuing, either the Alternative Bridge Facility Agent or the Alternative Bridge Trustee;

(i) notifies the relevant Chargor of the occurrence of that Event of Default; or

(ii) takes, under any one or more of the Alternative Bridge Finance Documents, any of the steps it is entitled to take by reason of the occurrence of such Event of Default,

provided that such notification and such steps are permitted under the Group Intercreditor Deed;

"Event of Default" means an Event of Default as defined in the Alternative Bridge Facility Agreement;

"Existing Share Pledge" means the shares pledge dated 3 March 2006 granted by the Chargor in favour of the Senior Security Trustee in respect of the Pledged Securities;

"Existing Hedging Liabilities" has the meaning given to it in the Group Intercreditor Deed;

"Facility Agent" means J.P Morgan Limited, as agent for and on behalf of the Finance Parties (as that term is defined in the Alternative Bridge Facility Agreement);

"Fees Letters" means the fees letters referred to in Clauses 11.1 (*Fees*) and 11.2 (*Agency Fee*) of the Alternative Bridge Facility Agreement;

"Financial Indebtedness" has the meaning given to it in the Alternative Bridge Facility Agreement;

"First Beneficiary" means the Security Trustee (as that term is defined in the Group Intercreditor Deed) to the extent only of the amounts payable to it in its capacity as such (for its own account) pursuant to the Senior Finance Documents;

"Fourth Beneficiaries" means the Alternative Bridge Agent and the Alternative Bridge Lenders;

"Group" means:

- (a) for the purposes of Clause 17.1 (*Financial Statements*), Clause 17.3 (*Budget*) and Clause 18 (*Financial Condition*) and any other provisions in the Alternative Bridge Facility Agreement using the terms defined in Clause 18 (*Financial Condition*) thereof:
 - (i) the Ultimate Parent and its Subsidiaries from time to time; and
 - (ii) NTL South Herts, for so long as a member of the Group is the general partner of South Hertfordshire United Kingdom Fund, Ltd. or if it becomes a wholly-owned Subsidiary of the Group; and
- (b) for all other purposes, the Ultimate Parent and its Subsidiaries from time to time;

"Group Intercreditor Deed" means the intercreditor deed dated 3 March 2006, as amended, restated, modified, supplemented or novated from time to time, between the Senior Security Trustee, the Facility Agent, the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Restructuring Swap Counterparties (as each of those term are defined therein);

"Hedging Liabilities" means the Existing Hedging Liabilities and the New Hedging Liabilities;

"Initial Security Documents" means the security documents listed in Part 3 of Schedule 4 (*Initial Security Documents*) of the Alternative Bridge Facility Agreement;

"Intergroup Creditor" has the meaning given to it in the Group Intercreditor Deed;

"Intergroup Debtor" has the meaning given to it in the Group Intercreditor Deed;

"Intergroup Liabilities" means all present and future obligations constituted by Financial Indebtedness owed by any Intergroup Debtor to any Intergroup Creditor, together with any related Additional Liabilities owed to any Intergroup Creditor and together also with all costs, charges and expenses incurred by any Intergroup Creditor in connection with the protection, preservation or enforcement of its rights in respect of such amounts;

"Lenders" has the meaning given to it in the Alternative Bridge Facility Agreement;

"Liabilities" means any one or more of the Senior Liabilities, the Hedging Liabilities, the Alternative Bridge Liabilities and the Intergroup Liabilities collectively, and **"Liability"** means any of them;

"New Hedging Liabilities" has the meaning given to it in the Group Intercreditor Deed;

"New Senior Liabilities" has the meaning given to it in the Group Intercreditor Deed;

"Obligors" means the Senior Obligors and the Alternative Bridge Obligors and **"Obligor"** means any of them;

"Original Alternative Bridge Guarantors" means each of the members of the Bank Group identified as original guarantors in Part I of Schedule 2 to the Alternative Bridge Facility Agreement;

"Original Senior Borrowers" means the original borrowers listed in Part I of Schedule 4 (*The Original Senior Borrowers*) to the Group Intercreditor Deed as original borrowers under the Senior Facilities Agreement;

"Original Senior Guarantor" means the original guarantors listed in Part II of Schedule 4 (*The Original Senior Guarantors*) to the Group Intercreditor Deed as original guarantors under the Senior Facilities Agreement;

"Pledged Securities" means:

- (a) 401,000 fully paid ordinary shares of £1 each in the capital of Prospectre Limited (with registered number SC145280) to be transferred to the Alternative Bridge Trustee or its nominee;
- (b) all other securities of every kind which may at any time, whether directly or indirectly, be derived from any kind of the said shares, whether by way of bonus, rights, exchange, option, preference, capital re-organisation or otherwise howsoever;
- (c) where the context so admits, all moneys (except cash dividends paid in accordance with the terms of the Alternative Bridge Facility Agreement when no Event of Default has occurred and is continuing) and assets whatsoever at any time accruing on, or payable or receivable in respect of, any of the said shares or securities and all voting and other rights and powers of any kind at any time attaching to, or exercisable in respect of, any of the said shares or securities; and
- (d) all other securities (if any) which are transferred or delivered to the Alternative Bridge Trustee to be held subject to the terms and conditions of the Charge;

"Second Beneficiaries" means the Facility Agent, the Senior Lenders and the Hedge Counterparties (as those terms are defined in the Group Intercreditor Deed);

"Security" means the Encumbrances created or purported to be created pursuant to the Security Documents:

"Security Documents" means:

- (a) the Initial Security Document;
- (b) any security documents required to be delivered by an Acceding Guarantor pursuant to Clause 21.1 (*Acceding Guarantors*) of the Alternative Bridge Facility Agreement;
- (c) any other document executed at any time by any member of the Group conferring or evidencing any Encumbrance for or in respect of any of the obligations of the Obligors (as that term is defined in the Alternative Bridge Facility Agreement) under the Alternative Bridge Facility Agreement whether or not specifically required by the Alternative Bridge Facility Agreement; and
- (d) any other document executed at any time pursuant to Clause 19.12 (*Further Assurance*) of the Alternative Facility Agreement or any similar covenant in any of the Security Documents referred to in paragraph (a) to (c) above.

"Security Trustee" has the meaning given to it in the Alternative Bridge Facility Agreement;

"Senior Facilities Agreement" means the senior facilities agreement dated 3 March 2006 (as amended, restated, supplemented or novated from time to time including, without limitation, as amended and restated in the form of the Structure 2 Senior Facilities Agreement following delivery of a Structure Notice) between Telewest Global, Incorporated, NTL Cable plc, The UK Borrowers named therein, the US Borrower named therein, Deutsche Bank AG, London Branch, J.P. Morgan plc, The Royal Bank of Scotland plc and Goldman Sachs International as Bookrunners and Mandated Lead Arrangers, the Joint Lead Arrangers named therein, Deutsche Bank AG, London Branch as Facility Agent and as Security Trustee, Deutsche Bank AG, New York Branch as US Paying Agent, GE Corporate Banking Europe SAS as Administrative Agent, Deutsche Bank AG, London Branch as Original L/C Bank and the persons named therein as Lenders;

"Senior Finance Documents" means the Finance Documents (as defined in the Senior Facilities Agreement);

"Senior Finance Parties" means the Finance Parties (as defined in the Senior Facilities Agreement);

"Senior Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Obligors (or any one or more of them) to the Senior Finance Parties (or any one or more of them) under or in connection with the Senior Finance Documents including, without limitation, any New Senior Liabilities provided pursuant to Clause 12 (*New Senior Liabilities*) of the Group Intercreditor Deed together with any related Additional Liabilities owed to the Senior Finance Parties and together also with all costs, charges and expenses incurred by each of the Senior Finance Parties in connection with the protection, preservation or enforcement of its rights under the Senior Finance Documents, excluding in all respects any such obligations or liabilities in respect of or arising from the B Facility of any member of the Telewest Group incorporated in England & Wales until such time as the provisions of

sections 151-158 of the Act have been complied with by such member(s) in respect of such liabilities and obligations;

"Senior Obligors" means the Original Senior Borrowers, each of the Original Senior Guarantors and any other person required to grant guarantees and/or security in accordance with the terms of the Senior Facilities Agreement;

"Senior Security Trustee" means Deutsche Bank AG, London Branch as security trustee for the First and Second Beneficiaries under the Senior Finance Documents;

"Structure Notice" has the meaning given to it in the Alternative Bridge Facility Agreement;

"Subsidiary" has the meaning given to it in the Alternative Bridge Facility Agreement;

"Telewest Group" means the Ultimate Parent and its Subsidiaries from time to time;

"Third Beneficiary" means the Alternative Bridge Trustee to the extent only of the amounts payable to it in its capacity as such (for its own account) pursuant to the Alternative Bridge Finance Documents;

"Transfer Deed" has the meaning given to it in the Alternative Bridge Facility Agreement;

"Transferee" means a bank or other institution to which a Lender seeks to transfer all or part of its rights, benefits and obligations under the Alternative Bridge Facility Agreement pursuant to and in accordance with Clause 32 (*Assignments and Transfers*) thereof;

"Ultimate Parent" means, as at 14 June 2006, Telewest Global, or, at any time thereafter, the person (if any) that accedes to the Alternative Bridge Facility Agreement as the Ultimate Parent pursuant to Clause 21.2 (*Acceding Holding Company*) thereof;

This is Paper Apart 2 referred to in the foregoing Form 395 relative to a Shares Pledge entered into between NTL Group Limited and Deutsche Bank AG, London Branch, as security trustee dated 16 June 2006.

1. SECURITY

In security of the Secured Obligations the Chargor pledges and assigns to the Alternative Bridge Trustee subject to the Existing Share Pledge and to the rights of the Senior Security Trustee thereunder its whole right, title, interest and benefit in and to the Pledged Securities, including, without limitation, all of the Chargor's right, title, benefit and interest in respect of the reconveyance of the Pledged Securities pursuant to Clause 10 of the Existing Share Pledge.

2. FURTHER ASSURANCE

The Chargor shall execute and do all such assurances, acts and things as the Alternative Bridge Trustee shall from time to time reasonably require for perfecting or protecting the security created by or pursuant to the Charge over the Pledged Securities or, on or after the Enforcement Date, for facilitating the realisation of such rights and the exercise of all powers, authorities and discretions vested in the Alternative Bridge Trustee, and shall, in particular, on demand forthwith sign, execute, deliver and complete all transfers, assignments, assignations, renunciations, mandates, instructions, deeds and documents of every kind and do or cause to be done, all acts and things of every kind which the Alternative Bridge Trustee shall from time to time reasonably require by written notice to the Chargor to protect or perfect the interest of the Alternative Bridge Trustee under the Charge or, subject to the terms of the Charge (a) to enable the Alternative Bridge Trustee or the nominees of the Alternative Bridge Trustee to exercise any rights or powers attaching to the Pledged Securities or (b) to vest the Pledged Securities in the Alternative Bridge Trustee or the nominees of the Alternative Bridge Trustee or (c) to enable the Alternative Bridge Trustee to sell or dispose of the Pledged Securities or otherwise to enforce or exercise any rights or powers under or in connection with its security, it being acknowledged by the Alternative Bridge Trustee that for so long as the Existing Share Pledge has not been discharged the Chargor shall not be required to execute or do any acts or things or give any assurances as would be contrary to the requirements of or result in a breach of the Existing Share Pledge.

3. NEGATIVE PLEDGE

There is a negative pledge applicable to the Chargor contained in the Alternative Bridge Facility Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02591237

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARES PLEDGE DATED THE 16th JUNE 2006 AND CREATED BY NTL GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS (OR ANY ONE OR MORE OF THEM) TO THE SENIOR FINANCE PARTIES (OR ANY ONE OR MORE OF THEM) UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th JULY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JULY 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES