M

CHFP010

Please do not write in this margin

COMPANIES FORM No 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies (address overleaf)

For official use: 1181

Company Number: 2591237

Name of company

* Virgin Media Limited

* Insert full name of company

I, Gillian Elizabeth James

of 160 Great Portland Street, London W1W 5QA

[~~a director~~][the secretary][~~the administrator~~][~~the administrative receiver~~]† of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in [full][~~part~~]†

† delete as appropriate

Date and description of charge # Debenture dated 19 April 2004

insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', Debenture' etc

Date of registration Ø 22 April 2004

Ø the date of registration may be confirmed from the certificate

Name and address of [chargee][~~trustee for the debenture holders~~]† Credit Suisse First Boston, One Cabot Square, Canary Wharf, London E14 4QJ

Short particulars of property charged § See Continuation Page

§ insert brief details of property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 179 Great Portland Street, London W1W 5LS

Finers Stephens Innocent LLP
179 Great Portland Street
London
W1W 5LS

Declarant to sign below

GM James

on

Day	Month	Year
10	01	2008

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

Presenter's name, address and reference (if any)

Gill James
Secretary
Virgin Media Limited
160 Great Portland
Street, London W1W 5QA

For official use (02/06)

Mortgage Section | Post room

FRIDAY

AXFGUW91

A22 11/01/2008 104

COMPANIES HOUSE

coform

Notes:

The address of the Registrar of Companies is -

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

DX 33050 Cardiff

coform

Paper Apart

Virgin Media Limited, a company incorporated and existing under the laws of England and Wales (the "**Company**")

Virgin Media Limited

Short particulars of all the property mortgaged or charged

Fixed Charges

Pursuant to clause 3 (Fixed Charges) of the Debenture the Company charged will full title guarantee (or, in relation to the rights or assets situated in or governed by the law of Scotland, with absolute warrandice and in relation to rights or assets situated in or governed by the law of Northern Ireland, as *benefit owner) but so* that the Security Trustee acknowledges the content of any report on title addressed to it in respect of any Charged Land) in favour of the Security Trustee as trustee for the Secured Trustee as trustee for the Secured Parties as continuing security for the payment, discharge and performance of the Secured Obligations by way of first (save in respect of any asset already subject to a Permitted Encumbrance, in which the security constituted by the Debenture will rank immediately behind such prior Permitted Encumbrances for so long as such prior Permitted Encumbrances continues to subsist) fixed charge (which so far as it relates to the Charged Land set out in Schedule 2 (Details of Charged Land) of the Debenture in England and Wales shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets whether now or in the future owned by the Company

3 1 1 the English Charged Land (other than any assigned pursuant to sub-clause 3.2 2 of clause 3 2 (Assignments) of the Debenture

3 1 2 the Tangible Moveable Property,

3 1 3 the Accounts,

3 1 4 the Intellectual Property,

3 1 5 any goodwill, including all brand names, and rights in relation to the uncalled capital of the Company,

3.1 6 the Investments,

3 1 7 the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);

3 1 8 all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights, and

3 1 9 rights to recover any VAT on any supplies made to it relating to the Charged Property and any sums so recovered.

Assignments

Pursuant to clause 3 2 (Assignments) of the Debenture the Company assigned with full title guarantee (or, in relation to rights or assets situated in or governed by the law of Scotland, with absolute warrandice and in relation to rights or assets situated in or governed by the law of Northern Ireland, as beneficial owner) to the Security Trustee as trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations all the Company's rights, title and interest from time to time in and to each of the following assts (subject to obtaining any necessary consent to that assignment from any third party)

3 2 1 any Insurance Policy, all proceeds paid or payable thereunder and all Related Rights,

3 2 2 all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Trustee to perfect its rights thereunder or under the Debenture) entered into by or given to the Company in respect of the Real Property including all

(a) claims, remedies, awards or judgments paid or payable to the Company (including, without limitation, all liquidated and ascertained damages payable to the Company in respect of the items referred to), and

(b) guarantee, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the Real Property,

3 2 3 chattels hired, leased or rented by the Company to any person together in each case with the benefit of the related hiring, leasing or in respect of such contract; and

3 2 4 licences held now or in the future in connection with the business carried on upon all or any part of the Real Property

save that the Security Trustee agrees that the Company may continue to deal with any such assets referred to in clauses 3 2 1, 3.2 2 and 3 2 4 of the Debenture and any contract, guarantee, indemnity or security referred to clause 3 2 3 of the Debenture in the ordinary course of business notwithstanding such assignment and provided that no Event of Default has occurred or is continuing and in relation to the assignment of rights or assets situated in or governed by the law of Scotland, the Company undertakes to intimate each assignment as directed by the Security Trustee from time to time

Scottish Property

Pursuant to clause 3 3 (Scottish Property) of the Debenture the Company, as security for the payment and discharge of the Secured Obligations undertakes and binds and obliges itself forthwith to execute and deliver to the Security Trustee a Standard Security over its rights, title and interest in the Scottish Charged Land owned by it at the date of the Debenture

Northern Irish Property

Pursuant to clause 3 4 (Northern Irish Property) of the Debenture the Company, as security for the payment and discharge of the Secured Obligation undertakes and binds and obliges itself forthwith to execute and deliver to the Security Trustee a supplemental Northern Irish mortgage, in form and substance satisfactory to the Security Trustee (acting reasonably), over its right, title and interest in the Northern Irish Charged Land owned by it at the date of the Debenture

Floating Charge

Pursuant to clause 3 5 (Floating Charge) of the Debenture the Company with full title guarantee (or, in relation to rights or assets situated in or governed by the law of Scotland, with absolute warrandice and, in relation to assets situated in or governed by the law of Northern Ireland, as beneficial owner) and as continuing security for the payment, discharge and performance of the Secured Obligations charged in favour of the Security Trustee as trustee for the Secured Parties by way of floating charge the whole of the Company's undertaking and assets whatsoever and whensoever both present and future, not effectively charged pursuant to clause 3 1 (Fixed Charges) of the Debenture or effectively assigned pursuant to clause 3 2 (Assignment) of the Debenture, provided that this floating charge.

3 5 1 subject to sub-clause 3 5 2 of the Debenture, does not cover any assets validly and effectively charged or assigned from time to time (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Security Trustee as security for the Secured Obligations;

3 5 2 covers all property, rights and assets situated in Scotland or otherwise governed by Scots law, and

3 5 3 covers all property, rights and assets situated in Northern Ireland or otherwise governed by Northern Irish law

The float charges created by the Company pursuant to clause 3 5 (Floating Charge) of the Debenture are "qualifying floating charges" for the purposes of paragraphs 14 2(A) of Schedule B1 to the Insolvency Act 1986 and paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Debenture

Exceptions to the Security

Pursuant to clause 3 6 (Exceptions to the Security) of the Debenture the security created by the Company pursuant to clause 3 (Fixed Charges, Assignments and Floating Charge) of the Debenture shall not extend to

3 6 1 any assets situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated, or

3 6 2 any of the Excluded Assets of the Company

Further Assurance

Pursuant to clause 6 1 (Further Assurance General) of the Debenture the Company shall promptly do all such acts or execute all such documents (including assignments, assignations, transfers, mortgages, charges, Standard Securities, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))

6 1 1 to perfect the security created or intended to be created in respect of the Company's Charged Property (which may include the execution by the Company of the mortgage, charge, Standard Security, assignment or assignation over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights,

6 1 2 to confer on the Security Trustee security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture,

6 1 3 to use all reasonable endeavours to obtain title indemnity insurance on terms acceptable to the Security Trustee (acting reasonably),

6 1 4 to provide all original land or charge certificates in relation to the Scottish Charged Land and the Northern Irish Charged Land and to procure their replacement if such cannot be found, and/or

6 1 5 after the occurrence of an Event of Default and whilst the same is continuing, to facilitate the realisation of the Charged Property

provided that the Company shall not be obliged to serve any Notices of Assignment or execute an assignment or assignation over its rights under any Monetary Claim constituting intercompany indebtedness unless an Event of Default has occurred and a declaration of acceleration and/or cancellation under the Senior Facilities Agreement has been made or, if earlier, such Event of Default

has been continuing for a period of eight Business Days (or such longer period as may be agreed by an instructing group), provided further that the provisions of clause 6 1 (Further Assurance General) of the Debenture are not intended to require the Company to do any act or execute any document which would cause it to contravene any of the Finance Documents

The obligations of the Company under clause 6 (Further Assurance) of the Debenture are in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

Negative Pledge

Pursuant to clause 7 1 (Negative Pledge) of the Debenture the Company undertakes that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Encumbrance over all or any part of its Charged Property other than a Permitted Encumbrance

SCHEDULE

"**A Facility**" means the term loan facility granted to the Borrower pursuant to Clause 2.1(b) (*The Facilities*) of the Senior Facilities Agreement

"**A Facility Advance**" means an advance (as from time to time reduced by repayment) made or to be made by the Lenders under the A Facility or arising in respect of the A Facility under Clause 14 3 (*Consolidation of Term Facility Advances*) or under Clause 14 4 (*Division of Term Facility Advances*) of the Senior Facilities Agreement.

"**A Facility Commitment**" means, in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of Part 1 of Schedule 1 (*Lenders and Commitments*) of the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement

"**A Facility Outstandings**" means, at any time, the aggregate principal amount of the A Facility Advances outstanding under the Senior Facilities Agreement.

"**Acceding Guarantor**" means any member of the Bank Group (or immediately prior to the effective date of the Integrated Merger Event, any member of the Target Group) which has complied with the requirements of Clause 26 1 (*Acceding Guarantors*) of the Senior Facilities Agreement

"**Account**" means any account opened or maintained by the Company with the Security Trustee or any other financial institution and all Related Rights

"**Administrative Agent**" means GE Capital Structured Finance Group Limited

"**Advance**" means, save as otherwise provided in the Senior Facilities Agreement, a Revolving Facility Advance, an A Facility Advance or a B Facility Advance, as the context may require

"**Affiliate**" means, in relation to a person, any other person directly or indirectly controlling, controlled by or under direct or indirect common control with that person, and for these purposes "control" shall be construed so as to mean the ownership, either directly or indirectly and legally or beneficially, of more than 50% of the issued share capital of a company or the ability to control, either directly or indirectly, the affairs or the composition of the board of directors (or equivalent of it) of a company and "controlling", "controlled by" and "under common control with" shall be construed accordingly.

"**Agents**" means the Facility Agent and the Administrative Agent, and "**Agent**" means either of them

"**Ancillary Facility**" means any:

(a) overdraft, automated payment, cheque drawing or other current account facility;

(b) forward foreign exchange facility;

(c) derivatives facility,

(d) guarantee, bond issuance, documentary or stand-by letter of credit facility;

(e) performance bond facility; and/or

(f) such other facility or financial accommodation as may be required in connection with the Group Business and which is agreed in writing between the Borrower and the relevant Ancillary Facility Lender

"Ancillary Facility Commitment" means, in relation to an Ancillary Facility Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the maximum Sterling Amount to be made available under an Ancillary Facility granted by it, to the extent not cancelled or reduced or transferred pursuant to the terms of such Ancillary Facility or under the Senior Facilities Agreement

"Ancillary Facility Documents" means the documents and other instruments pursuant to which an Ancillary Facility is made available and the Ancillary Facility Outstandings under it are evidenced

"Ancillary Facility Lender" means any Lender which has notified the Facility Agent that it has agreed to its nomination in a Conversion Notice to be an Ancillary Facility Lender in respect of an Ancillary Facility granted pursuant to the terms of the Senior Facilities Agreement

"Ancillary Facility Outstandings" means (without double counting), at any time with respect to an Ancillary Facility Lender and each Ancillary Facility provided by it, the aggregate of

(a) all amounts of principal then outstanding under any overdraft, automated payment, cheque drawing or other current account facility (determined in accordance with the applicable terms) as at such time, and

(b) in respect of any other facility or financial accommodation, such other amount as fairly represents the aggregate potential exposure of that Ancillary Facility Lender with respect to it under its Ancillary Facility, as reasonably determined by that Ancillary Facility Lender from time to time in accordance with its usual banking practices for facilities or accommodation of the relevant type (including without limitation, the calculation of exposure under any derivatives facility by reference to the mark-to-market valuation of such transaction at the relevant time).

"Asset Passthrough" means a series of transactions between a Bank Holdco, one or more members of the Bank Group and an Asset Transferring Party where

(a) in the case of an asset being transferred by a Bank Holdco to the Asset Transferring Party that asset

(i) is first transferred by such Bank Holdco to a member of the Bank Group, and

(ii) may then be transferred between various members of the Bank Group, and is finally transferred (insofar as such transaction relates to the Bank Group) to an Asset Transferring Party, or

(b) in the case of an asset being transferred by an Asset Transferring Party to a Bank Holdco, that asset:

(i) is first transferred by that Asset Transferring Party to a member of the Bank Group, and

(ii) may then be transferred between various members of the Bank Group, and is finally transferred (insofar as such transaction relates to the Bank Group) to such Bank Holdco,

and where the purpose of each such asset transfer is, in the case of an Asset Passthrough of the type described in paragraph (a), to enable a Bank Holdco to indirectly transfer assets (other than cash) to that Asset Transferring Party and, in the case of an Asset Passthrough of the type described in paragraph (b), is to enable an Asset Transferring Party to indirectly transfer assets (other than cash) to a Bank Holdco, in either case, by way of transfers of those assets to and from (and, if necessary, between) one or more members of the Bank Group in such a manner as to be neutral to the Bank Group taken as a whole **provided that**:

(w) the consideration payable (if any) by the first member of the Bank Group to acquire such assets comprises either (i) cash funded or to be funded directly or indirectly by a payment from (in the case of an Asset Passthrough of the type described in paragraph (a)) the Asset Transferring Party and (in the case of an Asset Passthrough of the type described in paragraph (b)) a Bank Holdco, in either case, in connection with that series of transactions or (ii) Subordinated Funding or (iii) the issue of one or more securities;

(x) the consideration payable by (in the case of an Asset Passthrough of the type described in paragraph (a)) the Asset Transferring Party is equal to the consideration received or receivable by a Bank Holdco and (in the case of an Asset Passthrough of the type described in paragraph (b)) by a Bank Holdco is equal to the consideration received or receivable by the Asset Transferring Party (and for this purpose, a security issued by one company shall constitute equal consideration to a security issued by another company where such securities have been issued on substantially the same terms and subject to the same conditions),

(y) all of the transactions comprising such a series of transactions (from and including the transfer of the assets by a Bank Holdco to and including the acquisition of those assets by the Asset Transferring Party or vice versa) are completed within two Business Days, and

(z) upon completion of all of the transactions comprising such a series of transactions, no person (other than another member of the Bank Group) has any recourse to any member of the Bank Group and no member of the Bank Group which is not an Obligor may have any recourse to an Obligor, in each case in relation to such a series of transactions (other than in respect of (i) the Subordinated Funding or any rights and obligations under the securities, in each case, mentioned in paragraph (w) above and (ii) covenants as to title provided, in the case of an Asset Passthrough of the type described in paragraph (a), in favour of the Asset Transferring Party on the same terms as such covenants were provided by the Bank Holdco in respect of the relevant assets and, in the case of an Asset Passthrough of the type described in

paragraph (b), in favour of the Bank Holdco on the same terms as such covenants were provided by the Asset Transferring Party in respect of the relevant assets).

"**Asset Transferring Party**" means the member of the Group (or any person in which a member of the Bank Group owns an interest but which is not a member of the Group), other than a member of the Bank Group (except where the asset being transferred is a security where such member of the Group may be a member of the Bank Group), who is the initial transferor or final transferee in respect of a transfer to or from a Bank Holdco, as the case may be, through one or more members of the Bank Group

"**Available A Facility Commitment**" means, in relation to a Lender, at any time and save as otherwise provided in the Senior Facilities Agreement, its A Facility Commitment at such time less the Sterling Amount of its share of the A Facility Advances made under the Senior Facilities Agreement, adjusted to take account of

(a) any cancellation or reduction of, or any transfer by such Lender or any transfer to it of, any A Facility Commitment, in each case, pursuant to the terms of the Senior Facilities Agreement, and

(b) in the case of any proposed Advance, the Sterling Amount of its share of such A Facility Advance which, pursuant to any other Utilisation Request is to be made on or before the proposed Utilisation Date,

provided always that such amount shall not be less than zero

"**Available Ancillary Facility Commitment**" means, in relation to an Ancillary Facility Lender and an Ancillary Facility granted by it at any time, and save as otherwise provided in the Senior Facilities Agreement or in the applicable Ancillary Facility Documents, its Ancillary Facility Commitment at such time, less the Sterling Amount of the relevant Ancillary Facility Outstandings at such time, provided always that such amount shall not be less than zero

"**Available B Facility Commitment**" means, in relation to a Lender, at any time and save as otherwise provided in the Senior Facilities Agreement, its B Facility Commitment at such time less the Sterling Amount of its share of the B Facility Advances made under the Senior Facilities Agreement, adjusted to take account of.

(a) any cancellation or reduction of, or any transfer by such Lender or any transfer to it of, any B Facility Commitment, in each case, pursuant to the terms of the Senior Facilities Agreement; and

(b) in the case of any proposed Advance, the Sterling Amount of its share of such B Facility Advance which, pursuant to any other Utilisation Request is to be made on or before the proposed Utilisation Date,

provided always that such amount shall not be less than zero

"**Available Commitment**" means, in relation to a Lender, the aggregate amount of its Available Revolving Facility Commitment, its Available Ancillary Facility Commitment and its Available Term Facility Commitments or, in the context of a particular Facility, its Available A Facility Commitment, its Available B Facility Commitment, its Available

Revolving Facility Commitment or its Available Ancillary Facility Commitment, as the context may require

"Available Facility" means, in relation to a Facility, at any time, the aggregate amount of the Available Commitments in respect of that Facility at that time

"Available Revolving Facility Commitment" means, in relation to a Lender, at any time and save as otherwise provided in the Senior Facilities Agreement, its Revolving Facility Commitment at such time, less the Sterling Amount of its share of the Revolving Facility Outstandings, adjusted to take account of

(a) any cancellation or reduction of, or any transfer by such Lender or any transfer to it of, any Revolving Facility Commitment, in each case, pursuant to the terms of the Senior Facilities Agreement, and

(b) in the case of any proposed Utilisation, the Sterling Amount of its share of (i) such Revolving Facility Advance and/or Documentary Credit which pursuant to any other Utilisation Request is to be made, or as the case may be, issued, and (ii) any Revolving Facility Advance and/or Documentary Credit which is due to be repaid or expire (as the case may be), in each case, on or before the proposed Utilisation Date,

provided always that such amount shall not be less than zero.

"Available Term Facility Commitment" means, in relation to a Lender, the aggregate amount of its Available A Facility Commitment and its Available B Facility Commitment

"BBA LIBOR" means in relation to a currency other than euro, the British Bankers' Association Interest Settlement Rate for the relevant currency and specified period

"B Facility" means the term loan facility granted to the Borrower pursuant to Clause 2.1(c) (*The Facilities*) of the Senior Facilities Agreement.

"B Facility Advance" means an advance (as from time to time reduced by repayment) made or to be made by the Lenders under the B Facility or arising in respect of the B Facility under Clause 14.3 (*Consolidation of Term Facility Advances*) of the Senior Facilities Agreement or under Clause 14 4 (*Division of Term Facility Advances*) of the Senior Facilities Agreement

"B Facility Commitment" means, in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of Part 1 of Schedule 1 (*Lenders and Commitments*) of the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement.

"B Facility Outstandings" means, at any time, the aggregate principal amount of the B Facility Advances outstanding under the Senior Facilities Agreement.

"Bank Group" means:

(a) the Borrower and each of its direct and indirect Subsidiaries from time to time, other than (A) the Bank Group Excluded Subsidiaries and (B) each member of the Triangle Sub-Group, until such time that the Triangle Notes have been repaid in full, as contemplated by

the provisions of Clause 3.2 (*Condition Subsequent relating to Diamond Sub-Group and Triangle Sub-Group*) of the Senior Facilities Agreement,

(b) without prejudice to sub-paragraph (i) above, each of the direct and indirect Subsidiaries from time to time of NTL Communications Limited, excluding prior to the accession of Cableco to the Senior Facilities Agreement, the Borrower and its direct and indirect Subsidiaries and thereafter, Cableco and its direct and indirect Subsidiaries, and

(c) following an Integrated Merger Event, each Target Group Obligor and each other person which was a Subsidiary or Holding Company of the Target immediately prior to the Integrated Merger Event which is designated as a member of the Bank Group by the Borrower pursuant to Clause 24 20 (*Notice of Integrated Merger Event*) of the Senior Facilities Agreement or by notice to the Facility Agent from time to time and for so long as such company is a member of the Group.

For information purposes only, the members of the Bank Group as at the date of the Senior Facilities Agreement for the purposes of this paragraph are listed in Part 1 of Schedule 9 (*Members of the Bank Group*) of the Senior Facilities Agreement.

"Bank Group Excluded Subsidiary" means

(a) any Subsidiary of the Borrower, NTL Communications Limited or following an Integrated Merger Event, a Subsidiary of the Target Group which is a Dormant Subsidiary and which (i) has assets (save for loans existing on the date of the Senior Facilities Agreement owed to it by other members of the Bank Group) with an aggregate value of £10,000 or less, and (ii) is not a Guarantor,

(b) Moleseye Limited,

(c) Fawnspring Limited,

(d) NTL South Herts and its Subsidiaries, until such time as NTL South Herts becomes a wholly-owned Subsidiary of the Borrower,

(e) any Subsidiary of the Borrower, NTL Communications Limited or, following an Integrated Merger Event, a Subsidiary of the Target Group which is a Project Company;

(f) any company which becomes a Subsidiary of the Borrower, NTL Communications Limited or, following an Integrated Merger Event, a Subsidiary of the Target Group, in each case, after the date of the Senior Facilities Agreement pursuant to an Asset Passthrough; and

(g) after Principal Separation shall have occurred in accordance with the provisions of Clause 28 (*Separation of the Broadcast Business*) of the Senior Facilities Agreement, any company which is a member of the Broadcast Group,

provided that any Bank Group Excluded Subsidiary (other than after Principal Separation has occurred, any member of the Broadcast Group) may, at the election of the Borrower and upon not less than 10 Business Days' prior written notice to the Facility Agent, cease to be a Bank Group Excluded Subsidiary and become a member of the Bank Group.

"Bank Holdco" means a direct Holding Company of a member of the Bank Group which is not a member of the Bank Group

"**Beneficiary**" means the beneficiary in respect of a Documentary Credit

"**Borrower**" means NTL Investment Holdings Limited.

"**Broadcast Business**" means that part of the Group constituting "**ntl:broadcast**" relating to the provision of digital and analogue television and radio broadcast transmission services, studio play-out facilities, network design, construction and maintenance, tower site rental and satellite and media services as well as the design and operation of radio networks and voice and data services to public safety organisations as more particularly described in paragraph 2 of Part 1 of the Separation Memorandum

"**Broadcast Group**" has the meaning ascribed to it in the Separation Memorandum The members of the Broadcast Group as at the date of the Senior Facilities Agreement are set out in Part 4 of Schedule 9 (*Members of the Broadcast Group*) of the Senior Facilities Agreement

"**Business Day**" means a day (other than a Saturday or Sunday) on which (a) banks generally are open for business in London and (b) if such reference relates to a date for the payment or purchase of any sum denominated in.

(a) euro (A) is a TARGET Day and (B) is a day on which banks generally are open for business in the financial centre selected by the Facility Agent for receipt of payments in euro, or

(b) in a currency other than euro, banks generally are open for business in the principal financial centre of the country of such currency

"**Cableco**" means NTL Cable PLC, a company incorporated in England & Wales with company number 5061787 which shall accede to the terms of the Senior Facilities Agreement on or prior to the Closing Date as a Guarantor

"**Cash**" means at any time the cash stipulated in Clause 23 1 (*Financial Definitions*) of the Senior Facilities Agreement

"**Cash Equivalent Investment**" means.

(a) debt securities denominated in Dollars, Sterling or euro issued or fully guaranteed or fully insured by any member state of the European Union or the United States of America (or any agency of it) rated at least A-2 by Standard & Poor's and P-2 by Moody's and having maturities of 12 months or less from the date of acquisition;

(b) certificates of deposit of, or time deposits or overnight bank deposits with, any commercial bank whose short-term securities are rated at least A-2 by Standard and Poor's and P-2 by Moody's and having maturities of 12 months or less from the date of acquisition,

(c) commercial paper of, or money market accounts or funds with or issued by, an issuer rated at least A-2 by Standard & Poor's and P-2 by Moody's and having an original tenor of 12 months or less;

(d) medium term fixed or floating rate notes of an issuer rated at least AA by Standard & Poor's and/or Aa2 by Moody's at the time of acquisition and having a remaining term of 12 months or less from the date of acquisition, or

(e) any investment in a money market fund (i) whose aggregate assets exceed £500 million and (ii) at least 90% of whose assets constitute Cash Equivalent Investments of the type described in paragraphs (a) to (d) of this definition

"**Charged Land**" means the English Charged Land, the Northern Irish Charged Land and the Scottish Charged Land.

"**Charged Property**" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture

"**Closing Date**" means the date on which the first Utilisation is made pursuant to and in accordance with the terms of the Senior Facilities Agreement.

"**Collateral Rights**" means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture or by law

"**Content**" means any rights to broadcast, transmit, distribute or otherwise make available for viewing, exhibition or reception (whether in analogue or digital format and whether as a channel or an Internet service, a teletext-type service, an interactive service, or an enhanced television service or any part of any of the foregoing, or on a pay-per-view basis, or near video-on-demand, or video-on-demand basis or otherwise) any one or more of audio and/or visual images, audio content, or interactive content (including hyperlinks, re-purposed web-site content, database content plus associated templates, formatting information and other data including any interactive applications or functionality), text, data, graphics, or other content, by means of any means of distribution, transmission or delivery system or technology (whether now known or herein after invented)

"**Conversion Notice**" means a notice to request an Ancillary Facility be established by the conversion of any Lender's Available Revolving Facility Commitment (or any part of it) into an Ancillary Facility Commitment as stipulated in Clause 6 1 (*Utilisation of Ancillary Facilities*) of the Senior Facilities Agreement

"**Core Group**" has the meaning ascribed to it in the Separation Memorandum.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

"**Documentary Credit**" means a letter of credit, bank guarantee, indemnity, performance bond or other documentary credit issued or to be issued by an L/C Bank pursuant to Clause 4 1 (*Conditions to Utilisation*) of the Senior Facilities Agreement

"**Dollars**" means the lawful currency in the United States of America.

"**Dormant Subsidiary**" means, at any time, with respect to any company, any Subsidiary of such company which is "dormant" as defined in section 249AA of the Companies Act 1985 (or the equivalent under the laws of the jurisdiction of incorporation of the relevant company).

"**English Charged Land**" means the English Real Property specified in Schedule 2 (*Details of Charged Land*) of the Debenture next to the name of the Company.

"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

"English Real Property" means, at any time and in respect of the Company

(a) any freehold, leasehold or immovable property in England and Wales (including the freehold and leasehold property in England and Wales specified in Part A, Part B and Part E (where applicable) of Schedule 2 (*Details of Charged Land*) of the Debenture) in which the Company has an interest; and

(b) any buildings, fixtures, fittings, fixed plant or machinery (other than any Tangible Moveable Property) from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

"Equity Equivalent Funding" means a loan made to, or any Financial Indebtedness owed by, any person where the Indebtedness incurred thereby

(a) may not be repaid at any time prior to the repayment in full of all Outstandings,

(b) carries no interest or carries interest which is payable only on non-cash pay terms or following repayment in full of all Outstandings and cancellation of all Available Commitments, and

(c) is either (i) structurally and contractually subordinated to the Facilities or (ii) contractually subordinated to the Facilities, in each case, pursuant to the Group Intercreditor Agreement

"EURIBOR" means, in relation to any amount to be advanced to or owed by an Obligor under the Senior Facilities Agreement in euro on which interest for a given period is to accrue:

(a) the rate per annum for deposits in euro which appears on the Relevant Page for such period at or about 11.00 am (Brussels time) on the Quotation Date for such period, or

(b) if no such rate is displayed and the Facility Agent shall not have selected an alternative service on which such rate is displayed as contemplated by the definition of "Relevant Page", the arithmetic mean (rounded upwards, if not already such a multiple, to 5 decimal places) of the rates (as notified to the Facility Agent) at which each of the Reference Banks was offering to prime banks in the European Interbank Market deposits in euro for such period at or about 11 00 am (Brussels time) on the Quotation Date for such period

"European Interbank Market" means the interbank market for euro operating in Participating Member States.

"Event of Default" means any of the events or circumstances stipulated in Clause 27 (*Events of Default*) of the Senior Facilities Agreement which will constitute an event of default

"Excluded Account" means any Account if and for so long as it only contains cash subject to a Permitted Encumbrance (not arising under the Security Documents)

"Excluded Assets" means:

(a) any interests (including any Investments or other securities or the benefit of any indebtedness) in any Bank Group Excluded Subsidiary, Project Company or Joint Venture owned or held by the Company from time to time;

(b) any asset over which the Company has granted a Permitted Encumbrance on or before the date of the Debenture where the terms upon which such Encumbrance was created prohibit the creation of further Encumbrances over such asset;

(c) both any Excluded Account and cash if and for so long as such cash is subject to a Permitted Encumbrance,

(d) any asset acquired by the Company after the date of the Debenture which is subject to a Permitted Encumbrance the terms of which prohibit the creation of further Encumbrances over such asset (but such asset shall only be an Excluded Asset for so long as such Permitted Encumbrance subsists, and shall thereafter form part of the Charged Property),

(e) any asset which is temporarily acquired by the Company pursuant to an Asset Passthrough,

(f) any interests (including any Investments or other securities or the benefit of any indebtedness) in any member of the Triangle Sub-Group until all sums outstanding under the Triangle Notes have been repaid in full,

(g) any book debt which the Company elects to dispose of in reliance on paragraph (k) of Clause 25.6 (*Disposals*) of the Senior Facilities Agreement; and

(h) any cash proceeds of the High Yield Notes to be applied towards the redemption of the Triangle Notes or in the purchase of any Cash Equivalent Investment.

"Facilities" means the Term Facilities, the Revolving Facility, any Ancillary Facility and any Documentary Credit granted to the Borrower under the Senior Facilities Agreement, and **"Facility"** means any of them, as the context may require

"Facility Agent" means Credit Suisse First Boston.

"Finance Documents" means the finance documents entered into in relation to the Senior Facilities Agreement, any other agreement or document entered into or executed by a member of the Bank Group pursuant to any of the foregoing documents and any other agreement or document designated a **"Finance Document"** in writing by the Facility Agent and the Borrower.

"Finance Parties" means the Agents, the Mandated Lead Arrangers, the Security Trustee, the Lenders and each Hedge Counterparty and **"Finance Party"** means any of them.

"Financial Indebtedness" means, without double counting, any Indebtedness for or in respect of

(a) moneys borrowed,

(b) any amount raised by acceptance under any acceptance credit facility,

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (for the avoidance of doubt excluding any loan notes or similar instruments issued solely by way of consideration for the acquisition of assets in order to defer capital gains or equivalent taxes where such loan notes or similar instruments are not issued for the purpose of raising finance);

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with applicable GAAP, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),

(f) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 120 days in order to raise finance or to finance the acquisition of those assets or services,

(g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,

(h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account),

(i) any amount raised pursuant to any issue of shares which are expressed to be redeemable in cash (other than redeemable shares in respect of which the redemption is prohibited until after repayment in full of all Outstandings under the Facilities);

(j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial or other institution, or

(k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

"GAAP" means accounting principles generally accepted in the United States of America.

"Group" means the Ultimate Parent and its Subsidiaries from time to time including, following a Merger Event, each member of the Target Group, but excluding upon and following Principal Separation having occurred in accordance with the provisions of Clause 28 (*Separation of the Broadcast Business)* of the Senior Facilities Agreement, each member of the Broadcast Group

"**Group Business**" means the provision of broadband and communications services, including·

(a) residential telephone, mobile telephone, cable television and Internet services, including wholesale Internet access solutions to Internet service providers;

(b) data, voice and Internet services to large businesses, public sector organisations and small and medium sized enterprises,

(c) national and international communications transport services to communications companies; and

(d) to the extent permitted by the Senior Facilities Agreement, the provision of Content,

and any related ancillary or complementary business to any of the services described above in the United Kingdom, Ireland, the Isle of Man and the Channel Islands provided that "Group Business" may include the provision of any such services outside the United Kingdom, Ireland, the Isle of Man and the Channel Islands which either (i) relate to the Broadcast Business or (ii) which constitute a non-material part of the Group Business and which are acquired pursuant to an acquisition permitted under the terms of the Senior Facilities Agreement.

"**Group Intercreditor Agreement**" means the intercreditor agreement dated on or about the Closing Date between certain of the Obligors, other members of the Group or the Broadcast Group and the Finance Parties

"**Guarantors**" means.

(a) for the purposes of Clause 30 (*Guarantee and Indemnity*) of the Senior Facilities Agreement, Cableco, the Original Guarantors and any Acceding Guarantors, and

(b) for the purposes of any other provision of the Finance Documents, the Original Guarantors and any Acceding Guarantors,

and "**Guarantor**" means any one of them as the context requires, provided that in either case, such person has not been released from its rights and obligations as a Guarantor pursuant to Clause 28 (*Separation of the Broadcast Business*) or Clause 44 5 (*Release of Guarantees or Security*) of the Senior Facilities Agreement

"**Hedge Counterparty**" means each Lender or Affiliate of a Lender which is a party to a Hedging Agreement entered into for the purposes of Clause 24 10 (*Hedging*) of the Senior Facilities Agreement and "**Hedge Counterparties**" means all such Lenders or Affiliates

"**Hedging Agreement**" means any agreement in respect of an interest rate swap, currency swap, forward foreign exchange transaction, cap, floor, collar or option transaction or any other treasury transaction or any combination of it or any other transaction entered into in connection with protection against or benefit from fluctuation in any rate or price

"**HYD Intercreditor Agreement**" means (a) the intercreditor agreement dated on or about the Closing Date between certain of the Obligors, the Finance Parties and the indenture trustee in respect of the High Yield Notes and any High Yield Refinancings, and (b) to the extent a High Yield Refinancing occurs and an intercreditor agreement is entered into on

substantially similar terms to the intercreditor agreement referred to in paragraph (a) in connection with such High Yield Refinancing, that intercreditor agreement, in each case, as the same may be amended, supplemented, novated or restated from time to time.

"**High Yield Notes**" means the senior unsecured high yield notes issued by Cableco pursuant to the High Yield Offering, the proceeds of which are to be applied in accordance with paragraph 8(c) of Part 1 to Schedule 4 (*Conditions Precedent to First Utilisation*) of the Senior Facilities Agreement, including without limitation, any floating rate high yield notes (the "**Floating Rate Notes**") issued as part of the High Yield Offering

"**High Yield Offering**" means the offering of the High Yield Notes by Cableco pursuant to an exemption from registration under the United States Securities Act of 1933 including pursuant to Rule 144A and/or Regulation S of the United States Securities Act of 1933.

"**High Yield Refinancing**" means any Financial Indebtedness incurred for the purposes of refinancing all or a portion of the High Yield Notes, or for the purposes of refinancing the Financial Indebtedness incurred to refinance the Floating Rate Notes (the "**Refinancing High Yield Notes**") including any Financial Indebtedness incurred for the purpose of the payment of all principal, interest, fees, expenses, commissions, make-whole and any other contractual premium payable under the High Yield Notes or Refinancing High Yield Notes being refinanced and any reasonable fees, costs and expenses incurred in connection with such refinancing, in respect of which the following terms apply.

(a) the final maturity date or redemption date of such refinancing (including without limitation, the payment of any accreting principal in respect of any make-whole premium payable on any Refinancing High Yield Notes issued at a discount) occurs on or after the scheduled redemption date in respect of the high yield notes being refinanced,

(b) the average life of the High Yield Refinancing is longer than (or in respect of a refinancing in part, is equal to) the remaining average life of the high yield notes which are being refinanced, as at the time of such refinancing;

(c) taking into account any hedging arrangements for the principal and interest on the High Yield Refinancing, the interest rate per annum payable in cash on such Financial Indebtedness:

(i) in respect of any High Yield Refinancing of the Floating Rate Notes, shall be at a fixed rate which does not exceed the higher of (x) 8.75% per annum and (y) the aggregate of (A) LIBOR for Dollars for a period of three months at the relevant time that the High Yield Refinancing is priced, (B) the original margin on the Floating Rate Notes being refinanced and (C) 50 basis points; and

(ii) in respect of any High Yield Refinancing other than as specified in sub-paragraph (i) above, (A) which is completed in the first five years after the original issuance of such high yield notes, shall not exceed the higher of interest payable in cash on such high yield notes or 10% per annum, or (B) which is completed at any time thereafter, shall not exceed 10% per annum, and

(d) the Financial Indebtedness constituted by any High Yield Refinancing is structurally subordinated to the Facilities on a basis no less favourable to the Facilities than the basis on which the High Yield Notes are subordinated to the Facilities

"Holding Company" of a company means a company of which the first-mentioned company is a Subsidiary

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

"Indemnifying Lender" means each Lender having a Revolving Facility Commitment.

"Initial Security Documents" means those documents required prior to closing which relate to the giving of security and which are scheduled in the Senior Facilities Agreement

"Instructing Group" means:

(a) before any Utilisation of the Facilities under the Senior Facilities Agreement, a Lender or group of Lenders whose Available Commitments amount in aggregate to more than 66 2/3% of the Available Facilities; and

(b) thereafter, a Lender or group of Lenders to whom in aggregate more than 66 2/3% of the aggregate amount of the Outstandings are (or if there are no Outstandings at such time, immediately prior to their repayment, were then) owed.

"Insurance Policy" means any policy of insurance intended to compensate for damage to any asset or interruption of business in which the Company may from time to time have an interest

"Integrated Merger Event" means the designation by the Borrower of an Integrated Merger Event and the notification to the Facility Agent pursuant to Clause 24 20 (*Notice of Integrated Merger Event*) of the Senior Facilities Agreement (subject to satisfaction of the Merger Event Conditions) of the proposed effective date of such Integrated Merger Event, the purpose of which is to enable the Borrower to better integrate the businesses of the Bank Group and the businesses of the Target Group

"Intergroup Creditors" means NTL Communications Limited or any other person which accedes to the Group Intercreditor Agreement in such capacity pursuant to Clause 12 (*Changes to the Parties*) of the Group Intercreditor Agreement.

"Intergroup Debtors" means NTL Glasgow Limited, NTL Kirklees Limited, NTL UK Cablecomms Holdings Inc. or any other person which accedes to the Group Intercreditor Agreement in such capacity pursuant to Clause 12 (*Changes to the Parties*) of the Group Intercreditor Agreement.

"Intellectual Property" means:

(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered;

(b) the benefit of all applications and rights to use such assets; and

(c) all Related Rights

"**Investments**" means

(a) any stocks, shares, debentures, bonds, loan stocks, warrants and other securities of any kind whatsoever (other than the Shares), and

(b) units in Unit Trust Schemes

"**Joint Venture**" means any joint venture, partnership or similar arrangement that is not a member of the Group.

"**L/C Bank**" means Credit Suisse First Boston or any other Lender which has been appointed as L/C Bank in accordance with Clause 5.11 (*Appointment and Change of L/C Bank*) of the Senior Facilities Agreement and which has not resigned in accordance with paragraph (c) of Clause 5.11 (*Appointment and Change of L/C Bank*) of the Senior Facilities Agreement

"**Lender**" means a person (including each L/C Bank and each Ancillary Facility Lender) which

(a) is named in Part 1 of Schedule 1 (*Lenders and Commitments*) of the Senior Facilities Agreement; or

(b) has become a party to the Senior Facilities Agreement in accordance with the provisions of Clause 38 (*Assignments and Transfers*) of the Senior Facilities Agreement,

which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement

"**LIBOR**" means, in relation to any amount to be advanced to or owed by an Obligor under the Senior Facilities Agreement in a currency (other than euro) on which interest for a given period is to accrue:

(a) the rate per annum which appears on the Relevant Page for such period at or about 11.00 am on the Quotation Date for such period, or

(b) if no such rate is displayed and the Facility Agent shall not have selected an alternative service on which such rate is displayed as contemplated by the definition of "Relevant Page", the arithmetic mean (rounded upwards, if not already such a multiple, to the nearest 5 decimal places) of the rates (as notified to the Facility Agent) at which each of the Reference Banks was offering to prime banks in the London interbank market deposits in the relevant currency for such period at or about 11.00 am on the Quotation Date for such period.

"**Mandated Lead Arrangers**" means Credit Suisse First Boston, Deutsche Bank AG London, Goldman Sachs International, Morgan Stanley Dean Witter Bank Limited, BNP Paribas, Citibank N A, London, Credit Lyonnais, Fortis Bank S A/N.V, GE Capital Structured Finance Group Limited, HSBC Bank Plc and Societe Generale (each one a "**Mandated Lead Arranger**")

"**Maturing Advance**" means the day on which the Borrower is due to repay a Revolving Facility Advance

"**Merger Event**" means:

(a) the merger, amalgamation or consolidation of the Ultimate Parent, or any Holding Company or wholly-owned Subsidiary of the Ultimate Parent, with a Target or any Holding Company or wholly-owned Subsidiary of a Target which results in the Group and the Target Group forming one and the same group of companies,

(b) the acquisition by the Ultimate Parent, or any Holding Company or wholly-owned Subsidiary of the Ultimate Parent, of the total issued share capital of, a Target or any Holding Company or wholly-owned Subsidiary of a Target and which results in all or substantially all of the assets and business of the Target Group being acquired by, and forming a part of, the Group; or

(c) the acquisition by a Target or any Holding Company or wholly-owned Subsidiary of the Target of the total issued share capital of, the Ultimate Parent, or any Holding Company or wholly-owned Subsidiary of the Ultimate Parent and which results in all or substantially all of the assets and business of the Group being acquired by, and forming a part of, the Target Group,

and which the Borrower designates by written notice to the Facility Agent as the "Merger Event" for the purposes of the Senior Facilities Agreement, provided that only one such designation may be permitted during the term of the Facilities

"Merger Event Conditions" means those conditions stipulated in the Senior Facilities Agreement that will allow an Integrated Merger Event to take place.

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order, judgment or decree, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company), other than

(a) a book debt represented by a credit balance on any Account; or

(b) any book debt falling within paragraphs (c) or (g) of the definition of Excluded Assets.

"Moody's" means Moody's Investor Services, Inc or any successor thereof

"Northern Irish Charged Land" means the Northern Irish Real Property specified in Schedule 2 (*Details of Charged Land*) of the Debenture next to the name of the Company

"Northern Irish Real Property" means, at any time and in respect of the Company:

(a) any freehold, leasehold or immovable property in Northern Ireland (including the freehold and leasehold property in Northern Ireland specified in Part D and Part E (where applicable) of Schedule 2 (*Details of Charged Land*) of the Debenture) in which the Company has an interest, and

(b) any buildings, fixtures, fittings, fixed plant or machinery (other than any Tangible Moveable Property) from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

"Notice of Assignment" means

(a) in respect of an Insurance Policy, a notice of assignment in substantially the form set out in Schedule 4 (*Form of Notice of Assignment of Insurance*) of the Debenture,

(b) or in such form as may be specified by the Security Trustee, acting reasonably

"Obligors" means NTL Investment Holdings Limited, the Original Guarantors and any Acceding Guarantors (including, following an Integrated Merger Event, the Target Group Obligers) and **"Obligor"** means any of them

"Original Guarantor" means each of the companies listed in Part 1 of Schedule 2 (*The Original Guarantors*) of the Senior Facilities Agreement, each of which shall accede to the Senior Facilities Agreement on or prior to the Closing Date.

"Outstanding L/C Amount" means.

(a) each sum paid or payable by an L/C Bank to a Beneficiary pursuant to the terms of a Documentary Credit, and

(b) all liabilities, costs (including, without limitation, any costs incurred in funding any amount which falls due from an L/C Bank under a Documentary Credit), claims, losses and expenses which an L/C Bank (or any of the Indemnifying Lenders) incurs or sustains in connection with a Documentary Credit,

in each case which has not been reimbursed or in respect of which cash cover has not been provided by or on behalf of the Borrower.

"Outstandings" means, at any time, the Term Facility Outstandings, the Revolving Facility Outstandings and any Ancillary Facility Outstandings

"Parent Intercompany Debt" means any Indebtedness owed by the Borrower to Cableco from time to time, including without limitation, arising under the Parent Intercompany Loan Agreements or any convertible unsecured loan stock issued by the Borrower to Cableco and which is subordinated to the Facilities pursuant to the terms of the HYD Intercreditor Agreement.

"Parent Intercompany Loan Agreements" means:

(a) the loan agreements dated 7 November 2003, 28 November 2003 and 9 January 2004, and

(b) any subsequent loan agreements,

in each case, made between Cableco and the Borrower (but in the case of the agreements referred to in paragraph (a) originally made between the Borrower and NTL Communications Limited) relating to the Parent Intercompany Debt

"Participating Member State" means any member of the European Community that at the relevant time has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union

"Permitted Encumbrance" means any Encumbrance which is permitted pursuant to the Finance Documents.

"Principal Separation" means the transfers of the designated core business and the designated broadcast business (as stipulated in the Separation Memorandum) as contemplated by Parts 4 and 5 respectively of the Separation Memorandum and the implementation of arrangements for shared assets (as stipulated in the Separation Memorandum) as contemplated by Part 6 of the Separation Memorandum, in each case, on substantially the terms set out in the Separation Memorandum (or on such other terms as may be approved by the Facility Agent acting on the instructions of an Instructing Group)

"Project Company" means a Subsidiary of a company (or a person in which such company has an interest) which has a special purpose and whose creditors have no recourse to any member of the Bank Group in respect of Financial Indebtedness of that Subsidiary or person, as the case may be, or any of such Subsidiary's or person's Subsidiaries (other than recourse to such member of the Bank Group who had granted an Encumbrance over its shares or other interests in such Project Company beneficially owned by it provided that such recourse is limited to an enforcement of such an Encumbrance)

"Quotation Date" means, in relation to any currency and any period for which an interest rate is to be determined

(a) if the relevant currency is Sterling, the first day of that period,

(b) if the relevant currency is euro, 2 TARGET Days before the first day of that period; or

(c) in relation to any other currency, 2 Business Days before the first day of that period,

provided that if market practice differs in the Relevant Interbank Market for a currency, the Quotation Date for that currency will be determined by the Facility Agent in accordance with market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Date will be the last of those days).

"Real Property" means the English Real Property, the Scottish Heritable Property and the Northern Irish Real Property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Company's Charged Property

"Reference Banks" means the principal London offices of Credit Suisse First Boston, Deutsche Bank AG and Barclays Bank PLC or such other bank or banks as may be appointed as such by the Facility Agent after consultation with the Borrower.

"Related Rights" means, in relation to any asset

(a) the proceeds of sale of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and

(d) any moneys and proceeds paid or payable in respect of that asset

"Relevant Interbank Market" means, in relation to euro, the European Interbank Market and in relation to any other currency, the London interbank market therefor.

"Relevant Page" means the page of the Reuters or Telerate screen on which is displayed in relation to LIBOR, BBA LIBOR for the relevant currency, or, in relation to EURIBOR, the European offered rates for euro, or, if such page or service shall cease to be available, such other page or service which displays the London interbank offered rates for the relevant currency as the Facility Agent, after consultation with the Lenders and the Borrower, shall select

"Revolving Facility" means the revolving loan facility (including any Ancillary Facility and the Documentary Credit facility) granted to the Borrower pursuant to Clause 2 1(a) (*The Facilities*) of the Senior Facilities Agreement

"Revolving Facility Advance" means an advance (including a Rollover Advance) as from time to time reduced by repayment made or to be made by the Lenders under the Revolving Facility (but excluding for the purposes of this definition, any utilisation of the Revolving Facility by way of Ancillary Facility or Documentary Credit)

"Revolving Facility Commitment" means, in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of Schedule 1 (*Lenders and Commitments*) of the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement less the Ancillary Facility Commitment (if any) of such Lender.

"Revolving Facility Outstandings" means, at any time, the aggregate outstanding amount of each Revolving Facility Advance and of each Outstanding L/C Amount

"Rollover Advance" means the Borrower has requested a Revolving Facility Advance in the same currency as and in an amount which is equal to or less than the Maturing Advance be made to it.

"Scottish Charged Land" means the Scottish Heritable Property specified in Schedule 2 (*Details of Charged Land*) of the Debenture next to the name of the Company

"Scottish Heritable Property" means, at any time and in relation to the Company

(a) any heritable or leasehold property in Scotland (including the heritable and leasehold property in Scotland specified in Part C of Schedule 2 (*Details of Charged Land*) of the Debenture) in which the Company has an interest; and

(b) any buildings, structures, heritable fixtures, fittings, fixed plant or machinery (other than any Tangible Moveable Property) from time to time situated on or forming part of such heritable or leasehold property,

and includes all Related Rights

"Secured Parties" means the Security Trustee, any Receiver or Delegate and the Finance Parties party to the Security Trust Agreement in accordance with its terms

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

"Security Documents" means

(a) each of the Initial Security Documents and the Subsequent Security Documents,

(b) any security documents required to be delivered by an Acceding Guarantor pursuant to Clause 26.1 (*Acceding Guarantors*) of the Senior Facilities Agreement;

(c) in relation to any Integrated Merger Event, any security documents granted in favour of the Security Trustee by any member of the Target Group pursuant to the Merger Event Conditions,

(d) 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 under the Senior Facilities Agreement whether or not specifically required by the Senior Facilities Agreement, and

(e) any other document executed at any time pursuant to Clause 24 13 (*Further Assurance*) of the Senior Facilities Agreement or any similar covenant in any of the Security Documents referred to in paragraph (a) to (d) above.

"Security Trust Agreement" means the security trust agreement dated on or about the Closing Date between, inter alia, the Security Trustee, the Facility Agent and the Lenders.

"Senior Facilities Agreement" means the senior facilities agreement dated on or about the date of the Debenture between, *inter alia*, the Ultimate Parent, the Borrower, the Mandated Lead Arrangers, the Facility Agent, the Security Trustee and the Senior Lenders

"Senior Lenders" Credit Suisse First Boston, Deutsche Bank AG London, Goldman Sachs Credit Partners L.P. Morgan Stanley Dean Witter Bank Limited, Morgan Stanley Senior Funding Inc, BNP Paribas, Citibank N.A., London, Credit Lyonnais, Fortis Bank S A/N V., GE Capital Structured Finance Group Limited, HSBC Bank Plc and Societe Generale (each one a **"Senior Lender"**)

"Separation" means the Principal Separation and any transfers of assets, liabilities or other arrangements necessary in order to implement and give effect to the Principal Separation (whether the same occur before, on or after Principal Separation).

"Separation Memorandum" means that memorandum entitled "NTL Broadcast Separation Memorandum" dated 24 March 2004 relating to the separation of the Broadcast Business and prepared by Messrs Travers Smith Braithwaite as set out in the Annex (*Separation*

Memorandum) of the Senior Facilities Agreement, as such memorandum may be amended and supplemented from time to time in a manner satisfactory to the Facility Agent (acting on the instructions of an Instructing Group).

"**Shares**" means all of the shares specified in Schedule 3 (*The Shares*) of the Debenture next to the name of the Company and all other shares in any company within the Bank Group incorporated in England and Wales and/or Northern Ireland held by, to the order or on behalf of the Company at any time

"**Standard & Poor's**" means Standard & Poor's Ratings Group or any successor thereof

"**Standard Security**" means a standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 substantially in the form set out in Schedule 8 (*Form of Standard Security*) of the Debenture.

"**Sterling**" means the lawful currency in the United Kingdom

"**Sterling Amount**" means at any time

(a) in relation to an Advance, the amount specified in the Utilisation Request for that Advance as adjusted, if necessary, in accordance with the terms of the Senior Facilities Agreement and to reflect any repayment, consolidation or division of that Advance;

(b) in relation to a Documentary Credit, (i) if such Documentary Credit is denominated in Sterling, the Outstanding L/C Amount in relation to it at such time or (ii) if such Documentary Credit is not denominated in Sterling, the equivalent in Sterling of the Outstanding L/C Amount at such time, calculated as at the later of (1) the date which falls 2 Business Days before its issue date or any renewal date or (2) the date of any revaluation pursuant to Clause 5.3 (*Revaluation of Documentary Credits*) of the Senior Facilities Agreement,

(c) in relation to any Ancillary Facility granted by a Lender, the amount of its Revolving Facility Commitment converted to provide its Ancillary Facility Commitment as at the time of such conversion, and

(d) in relation to any Outstandings, the aggregate of the Sterling Amounts (calculated in accordance with paragraphs (a), (b) and (c) above) of each outstanding Advance and/or Outstanding L/C Amount, made under the relevant Facility or Facilities (as the case may be) and/or in relation to Ancillary Facility Outstandings, (i) if such Outstandings are denominated in Sterling, the aggregate amount of it at such time and (ii) if such Outstandings are not denominated in Sterling, the equivalent in Sterling of the aggregate amount of it at such time.

"**Subordinated Funding**" means any loan made to any Obligor by any member of the Group or after Principal Separation, any member of the Broadcast Group, that is not an Obligor which

(a) constitutes Parent Intercompany Debt;

(b) is an intercompany loan arising under the arrangements stipulated in the Senior Facilities Agreement,

(c) is an intercompany loan existing as at the date of the Senior Facilities Agreement (including any inter-company loan the benefit of which has, at any time after the date of the Senior Facilities Agreement, been assigned to any other member of the Group, or after Principal Separation, any member of the Broadcast Group where such assignment is not otherwise prohibited by the Senior Facilities Agreement),

(d) is an intercompany loan arising out of, or in connection with, Separation (or any part of it) which is owed by a member of the Core Group to a member of the Broadcast Group for so long as it remains a Subsidiary of the Ultimate Parent, and which constitutes Equity Equivalent Funding,

(e) constitutes Equity Equivalent Funding, or

(f) in circumstances where, upon and following an Integrated Merger Event, the members of the Target Group do not constitute Subsidiaries of the Borrower

(i) constitutes a loan made by a member of the Group which is not an Obligor to a Target Group Obligor which exists as at the effective date of the Integrated Merger Event,

(ii) constitutes Equity Equivalent Funding; or

(iii) is made by a Bank Holdco to Target and which may or may not thereafter be contributed into or invested in the Target Group,

provided that, in the case of paragraphs (b), (c), (d), (e) and (f), the relevant debtor and creditor are party to the Group Intercreditor Agreement as an Intergroup Debtor or Intergroup Creditor, respectively, or where the relevant debtor and creditor are party to such other subordination arrangements as may be satisfactory to the Facility Agent, acting reasonably

"Subsequent Security Documents" means a charge granted by the Borrower creating security over a particular account maintained for the purposes of the Senior Facilities Agreement

"Subsidiary" of a company shall be construed as a reference to.

(a) any company

(i) more than 50% of the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company; or

(ii) where the first-mentioned company has the right or ability to control directly or indirectly the affairs or the composition of the board of directors (or equivalent of it) of such company, or

(iii) which is a Subsidiary of another Subsidiary of the first-mentioned company; or

(b) for the purposes of Clause 22 (*Financial Information*) and Clause 23 (*Financial Condition*) of the Senior Facilities Agreement and any provision of the Senior Facilities Agreement where the financial terms defined in Clause 23 (*Financial Condition*) of the

Senior Facilities Agreement are used, any legal entity which is accounted for under applicable GAAP as a Subsidiary of the first-mentioned company

"**Tangible Moveable Property**" means any plant, machinery, office equipment, computers, vehicles and other chattels or corporeal moveables (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"**TARGET Day**" means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments in euro.

"**Target**" means a person whose principal area of business is substantially the Group Business (or any part of it) and whose operations are based predominantly in the United Kingdom.

"**Target Group**" means Target (or to the extent applicable, any Holding Company of the Target) and its Subsidiaries as at the date on which the Merger Event has or is deemed to have occurred and thereafter shall mean, Target (or to the extent applicable, any Holding Company of the Target) and its Subsidiaries from time to time

"**Target Group Obligors**" means any member of the Target Group that becomes an Obligor under the Senior Facilities Agreement, pursuant to the provisions of Clause 26 1 (*Acceding Guarantors*) of the Senior Facilities Agreement.

"**Term Facilities**" means the A Facility or the B Facility and "**Term Facility**" means either of them, as the context may require.

"**Term Facility Outstandings**" means, at any time, the aggregate of the A Facility Outstandings and the B Facility Outstandings at such time.

"**Transfer Deed**" means a duly completed deed of transfer and accession in the form set out in Schedule 3 (*Form of Deed of Transfer and Accession*) of the Senior Facilities Agreement which has been executed as a deed by a Lender and a Transferee whereby such Lender seeks to transfer to such Transferee all or a part of such Lender's rights, benefits and obligations under the Senior Facilities Agreement as contemplated in Clause 38 (*Assignments and Transfers*) of the Senior Facilities Agreement and such Transferee agrees to accept such transfer and to be bound by the Senior Facilities Agreement and to accede to the relevant 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 Senior Facilities Agreement pursuant to and in accordance with Clause 38 (*Assignments and Transfers*) of the Senior Facilities Agreement

"**Triangle Notes**" means the 11.2% senior discount debentures due 2007 issued by NTL (Triangle) LLC (formerly known as Comcast UK Cable Partners Limited).

"**Triangle Sub-Group**" means NTL (Triangle) LLC (for so long as it remains a member of the Group) and its Subsidiaries from time to time.

"**Ultimate Parent**" means ntl Incorporated.

"**Unit Trust Scheme**" has the meaning set out in Section 237(2) of the Financial Services and Markets Act 2000.

"Utilisation" means the utilisation of a Facility under the Senior Facilities Agreement, whether by way of an Advance, the issue of a Documentary Credit or the establishment of any Ancillary Facility

"Utilisation Date" means (a) in relation to an Advance, the date on which such Advance is (or is requested) to be made (b) in relation to a utilisation by way of Ancillary Facility, the date on which such Ancillary Facility is established, and (c) in relation to a utilisation by way of Documentary Credit, the date on which such Documentary Credit is to be issued, in each case, in accordance with the terms of the Senior Facilities Agreement.

"Utilisation Request" means

(a) in relation to an Advance a duly completed notice in the form set out in Part 1 to Schedule 5 (*Form of Utilisation Request (Advances)*) of the Senior Facilities Agreement, or

(b) in relation to a Documentary Credit, a duly completed notice in the form set out in Part 2 to Schedule 5 (*Form of Utilisation Request (Documentary Credits)*) of the Senior Facilities Agreement

EXECUTION VERSION

Dated 3rd March 2006

DEED OF RELEASE

relating to each of the agreements listed in Schedule 2

between

CREDIT SUISSE
(formerly Credit Suisse First Boston)

in favour of

THE COMPANIES LISTED IN SCHEDULE 1

WHITE & CASE

5 Old Broad Street
London EC2N 1DW

THIS DEED is dated 3rd March 2006 between

(1) **NTL INVESTMENT HOLDINGS LIMITED ("NTLIH")**, and

(2) **CREDIT SUISSE (formerly Credit Suisse First Boston)** in its capacity as security trustee under and for the purposes of the Security Documents referred to below (the "**Security Trustee**")

WHEREAS

(A) Pursuant to a senior facilities agreement dated 13 April 2004 among, *inter alios*, NTLIH as Borrower, NTL Incorporated as Ultimate Parent, Credit Suisse First Boston, Deutsche Bank AG London, Goldman Sachs International, Morgan Stanley Dean Witter Bank Limited and others as Mandated Lead Arrangers, Credit Suisse First Boston as the Facility Agent and as Security Trustee and the Lenders referred to therein (the "**Senior Facilities Agreement**"), the Lenders made available certain loan facilities and letters of credit for the account of the borrowers.

(B) Pursuant to the terms of the Senior Facilities Agreement, each of the companies listed in Schedule 1 (the "**Chargors**") entered into one or more of the security documents listed in Schedule 2 (the "**Security Documents**") and granted in favour of the Security Trustee security interests over its rights, title and interest of certain of its assets (the "**Security**").

(D) In consideration of the irrevocable and unconditional discharge of the present and future obligations of the Chargors to the Security Trustee, the Security Trustee has agreed to release the Security

NOW THIS DEED WITNESSETH as follows

1. Definitions

Unless the context otherwise requires or unless otherwise defined in this Charge, words and expressions defined in the Senior Facilities Agreement shall have the same meaning when used herein.

2. Release and Discharge

The Security Trustee hereby irrevocably and unconditionally releases and surrenders to each of the Chargors its rights, title and interest relating to, and to the extent of, the Security arising under or pursuant to the Security Documents in each case to unconditionally and irrevocably hold the same freed and discharged from all the rights, claims and demands of the Secured Parties (as defined in each of the Security Documents) thereunder

3. **Further Assurance**

The Security Trustee agrees, at the cost of NTLIH and upon the request of any Chargor, to execute all such documents and do all such acts and things as such Chargor may at any time after the date of this Deed reasonably require to give effect to the provisions of this Deed.

4. **Costs and Expenses**

NTLIH shall promptly on demand, and on full indemnity basis, pay to the Security Trustee all of the costs and expenses (including legal and out of pocket expenses and any Value Added Tax on such costs and expenses) which the Security Trustee incurs in connection with the preparation, delivery, negotiation and execution of this Deed and any related documents

5. **Partial Invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby

6. **Third Party Rights**

A person who is not a party to this Deed has no right by reason of the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

7. **Counterparts**

This Deed may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document

8. **Governing Law**

This Deed shall be governed by and construed in accordance with English law and NTLIH irrevocably submits to the non-exclusive jurisdiction of the English courts.

SCHEDULE 1

THE CHARGORS

ANDOVER CABLEVISION LIMITED
BERKHAMSTED PROPERTIES & BUILDING CONTRACTORS LIMITED
BRACKNELL CABLE TV LIMITED
CABLE TELEVISION LIMITED
CABLE THAMES VALLEY LIMITED
CABLETEL (UK) LIMITED
CABLETEL CARDIFF LIMITED
CABLETEL CENTRAL HERTFORDSHIRE LIMITED
CABLETEL HERTFORDSHIRE LIMITED
CABLETEL HERTS AND BEDS LIMITED
CABLETEL INVESTMENTS LIMITED
CABLETEL LIMITED
CABLETEL NEWPORT
CABLETEL NORTH BEDFORDSHIRE LIMITED
CABLETEL NORTHERN IRELAND LIMITED
CABLETEL SCOTLAND LIMITED
CABLETEL SURREY AND HAMPSHIRE LIMITED
CABLETEL TELECOM SUPPLIES LIMITED
CABLETEL WEST GLAMORGAN LIMITED
CABLETEL WEST RIDING LIMITED
COLUMBIA MANAGEMENT LIMITED
COMTEL CABLE SERVICES LIMITED
COMTEL CONVENTRY LIMITED
DIGITAL TELEVISION NETWORK LIMITED
DTELS LIMITED
ENABLIS LIMITED
HEARTLAND CABLEVISION (UK) LIMITED
HEARTLAND CABLEVISION II (UK) LIMITED
HERTS CABLE LIMITED

LANBASE EUROPEAN HOLDINGS LIMITED
LANBASE LIMITED
LICHFIELD CABLE COMMUNICATIONS LIMITED
MAZA LIMITED
METRO HERTFORDSHIRE LIMITED
METRO SOUTH WALES LIMITED
NORTHAMPTON CABLE TELEVISION LIMITED
NTL (AYLESBURY AND CHILTERN) LIMITED
NTL (B) LIMITED
NTL (BROADLAND) LIMITED
NTL (CHICHESTER) LIMITED
NTL (CITY & WESTMINSTER) LIMITED
NTL (COUNTY DURHAM) LIMITED
NTL (CRUK) LIMITED
NTL (CWC HOLDINGS)
NTL (CWC) CORPORATION LIMITED
NTL (CWC) LIMITED
NTL (CWC) MANAGEMENT LIMITED
NTL (CWC) NO 2 LIMITED
NTL (CWC) NO 3 LIMITED
NTL (CWC) NO 4 LIMITED
NTL (CWC) PROGRAMMING LIMITED
NTL (CWC) UK
NTL (EALING) LIMITED
NTL (EASTBOURNE AND HASTINGS) LIMITED
NTL (FENLAND) LIMITED
NTL (GREENWICH AND LEWISHAM) LIMITED
NTL (HAMPSHIRE) LIMITED
NTL (HARROGATE) LIMITED
NTL (HARROW) LIMITED
NTL (KENT) LIMITED
NTL (LAMBETH AND SOUTHWARK) LIMITED
NTL (LEEDS) LIMITED

NTL (NORWICH) LIMITED
NTL (PETERBOROUGH) LIMITED
NTL (SOUTH EAST) LIMITED
NTL (SOUTH LONDON) LIMITED
NTL (SOUTHAMPTON AND EASTLEIGH) LIMITED
NTL (SUNDERLAND) LIMITED
NTL (THAMESMEAD) LIMITED
NTL (V) LIMITED
NTL (WANDSWORTH) LIMITED
NTL (WEARSIDE) LIMITED
NTL (WEST LONDON) LIMITED
NTL (YORCAN) LIMITED
NTL (YORK) LIMITED
NTL ACQUISITION COMPANY LIMITED
NTL BOLTON CABLEVISION HOLDING COMPANY
NTL BUSINESS (IRELAND) LIMITED
NTL BUSINESS LIMITED
NTL CABLECOMMS BOLTON
NTL CABLECOMMS BROMLEY
NTL CABLECOMMS BURY AND ROCHDALE
NTL CABLECOMMS CHESHIRE
NTL CABLECOMMS DERBY
NTL CABLECOMMS EAST LANCASHIRE
NTL CABLECOMMS GREATER MANCHESTER
NTL CABLECOMMS GROUP LIMITED
NTL CABLECOMMS HOLDINGS NO. 1 LIMITED
NTL CABLECOMMS HOLDINGS NO. 2 LIMITED
NTL CABLECOMMS LANCASHIRE NO 1
NTL CABLECOMMS LANCASHIRE NO. 2
NTL CABLECOMMS LIMITED
NTL CABLECOMMS MACCLESFIELD
NTL CABLECOMMS MANCHESTER LIMITED
NTL CABLECOMMS OLDHAM AND TAMESIDE

NTL CABLECOMMS SOLENT
NTL CABLECOMMS STAFFORDSHIRE
NTL CABLECOMMS STOCKPORT
NTL CABLECOMMS SURREY
NTL CABLECOMMS SUSSEX
NTL CABLECOMMS WESSEX
NTL CABLECOMMS WEST SURREY LIMITED
NTL CABLECOMMS WIRRAL
NTL CABLE PLC
NTL CHARTWELL HOLDINGS LIMITED
NTL COMMUNICATIONS SERVICES LIMITED
NTL DERBY CABLEVISION HOLDING COMPANY
NTL EQUIPMENT NO 1 LIMITED
NTL EQUIPMENT NO. 2 LIMITED
NTL GLASGOW
NTL GLASGOW HOLDINGS LIMITED
NTL GROUP LIMITED
NTL HOLDINGS (BROADLAND) LIMITED
NTL HOLDINGS (EAST LONDON) LIMITED
NTL HOLDINGS (FENLAND) LIMITED
NTL HOLDINGS (LEEDS) LIMITED
NTL HOLDINGS (NORWICH) LIMITED
NTL HOLDINGS (PETERBOROUGH) LIMITED
NTL INTERNET LIMITED
NTL INVESTMENT HOLDINGS LIMITED
NTL KIRKLEES
NTL KIRKLEES HOLDINGS LIMITED
NTL LIMITED
NTL MANCHESTER CABLEVISION HOLDING COMPANY
NTL MICROCLOCK SERVICES LIMITED
NTL MILTON KEYNES LIMITED
NTL NETWORKS LIMITED
NTL PARTCHEER COMPANY LIMITED

NTL RECTANGLE LIMITED
NTL SIDEOFFER LIMITED
NTL SOLENT TELEPHONE AND CABLE TV COMPANY LIMITED
NTL SOUTH CENTRAL LIMITED
NTL SOUTH WALES LIMITED
NTL STREETUNIQUE PROJECTS LIMITED
NTL STREETUNIT PROJECTS LIMITED
NTL STREETUSUAL SERVICES LIMITED
NTL STREETVISION SERVICES LIMITED
NTL STREETVITAL SERVICES LIMITED
NTL STREETWARM SERVICES LIMITED
NTL STREETWIDE SERVICES LIMITED
NTL STRIKEAGENT TRADING LIMITED
NTL STRIKEAMOUNT TRADING LIMITED
NTL STRIKEAPART TRADING LIMITED
NTL SYSTEMS LIMITED
NTL TECHNICAL SUPPORT COMPANY LIMITED
NTL TELECOM SERVICES LIMITED
NTL UK TELEPHONE AND CABLE TV HOLDING COMPANY LIMITED
NTL WESTMINSTER LIMITED
NTL WINSTON HOLDINGS LIMITED
NTL WIRRAL TELEPHONE AND CABLE TV COMPANY
OXFORD CABLE LIMITED
PROSPECTRE LIMITED
SECURE BACKUP SYSTEMS LIMITED
STAFFORD COMMUNICATIONS LIMITED
SWINDON CABLE LIMITED
TAMWORTH CABLE COMMUNICATIONS LIMITED
VISION NETWORKS SERVICES UK LIMITED
WESSEX CABLE LIMITED
X-TANT LIMITED
NORTH CABLECOMMS LLC
NTL BROMLEY COMPANY

NTL NORTH CABLECOMMS HOLDINGS, INC.
NTL NORTH CABLECOMMS MANAGEMENT, INC
NTL SOLENT COMPANY
NTL SOUTH CABLECOMMS HOLDINGS, INC.
NTL SOUTH CABLECOMMS MANAGEMENT, INC
NTL SURREY COMPANY
NTL SUSSEX COMPANY
NTL UK CABLECOMMS HOLDINGS, INC
NTL WESSEX COMPANY
NTL WIRRAL COMPANY
SOUTH CABLECOMMS LLC
NTL (TRIANGLE) LLC
ANGLIA CABLE COMMUNICATIONS LIMITED
CAMBRIDGE CABLE SERVICES LIMITED
CAMBRIDGE HOLDING COMPANY LIMITED
CCL CORPORATE COMMUNICATIONS SERVICES LIMITED
CREDIT-TRACK DEBT RECOVERY LIMITED
DIAMOND CABLE (BASSETLAW) LIMITED
DIAMOND CABLE (BURTON-UPON-TRENT) LIMITED
DIAMOND CABLE (CHESTERFIELD) LIMITED
DIAMOND CABLE (GRANTHAM) LIMITED
DIAMOND CABLE (GRIMCLEE) LIMITED
DIAMOND CABLE (HINCKLEY) LIMITED
DIAMOND CABLE (LEICESTER) LIMITED
DIAMOND CABLE (LINCOLN) LIMITED
DIAMOND CABLE (LINCOLNSHIRE) LIMITED
DIAMOND CABLE (MANSFIELD) LIMITED
DIAMOND CABLE (MELTON MOWBRAY) LIMITED
DIAMOND CABLE (NEWARK-ON-TRENT) LIMITED
DIAMOND CABLE (RAVENSHEAD) LIMITED
DIAMOND CABLE (VALE OF BELVOIR) LIMITED
DIAMOND CABLE ACQUISITIONS LIMITED
DIAMOND CABLE COMMUNICATIONS LIMITED

DIAMOND CABLE CONSTRUCTION LIMITED
DIAMOND CABLE CPE LIMITED
DIAMOND HOLDINGS LIMITED
DIAMOND VISUAL COMMUNICATIONS LIMITED
EAST COAST CABLE LIMITED
EAST MIDLANDS CABLE COMMUNICATIONS LIMITED
EAST MIDLANDS CABLE GROUP LIMITED
EAST MIDLANDS CABLE HOLDINGS LIMITED
JEWEL HOLDINGS LIMITED
LCL CABLE (HOLDINGS) LIMITED
LCL TELEPHONES LIMITED
NTL CAMBRIDGE LIMITED
NTL DARLINGTON LIMITED
NTL MIDLANDS LIMITED
NTL TEESSIDE LIMITED
SOUTHERN EAST ANGLIA CABLE LIMITED
XL DEBT RECOVERY AGENCY LIMITED
VIRGIN NET LIMITED
NTL INTERNET SERVICES LIMITED
NTL NATIONAL NETWORKS LIMITED
NTL IRISH HOLDINGS LIMITED
NTLIH SUB LIMITED (FORMERLY DE FACTO 1183 LIMITED)

SCHEDULE 2

THE SECURITY DOCUMENTS

No.	Description of Security Document
1.	A Composite Debenture dated 13 April 2004 granted by each of the Chargors listed therein in favour of the Security Trustee, in respect of such Chargors right, title and interest in certain assets
2	A Share Charge Agreement dated 13 April 2004 granted by the Parent in favour of the Security Trustee, in respect of all of its shares in NTLIH
3	An Equitable Charge of Intercompany Receivables dated 13 April 2004 granted by the Parent in favour of the Security Trustee, in respect of receivables arising under any financial indebtedness owed to it by NTLIH
4	A Share Charge Agreement dated 13 April 2004 granted by certain Chargors listed therein in favour of the Security Trustee, in respect of their rights and interests in shares of certain companies and referred to therein.
5	A Bank Account Assignment dated 12 May 2004 granted by NTLIH in favour of the Security Trustee, in respect of a blocked account maintained for the purposes of the Existing NTL Senior Credit Facilities Agreement.
6	A Debenture dated 24 June 2004 granted by certain Chargors listed therein in favour of the Security Trustee, in respect of such Chargors rights, title and interest in certain assets.
7	A Share Charge dated 24 June 2004 granted by NTL (Triangle) LLC in favour of the Security Trustee, in respect of certain shares referred to therein
8	A Debenture dated 8 November 2004 granted by Virgin Net Limited in favour of the Security Trustee, in respect of its rights, title and interest in certain assets.
9	A Debenture dated 8 November 2004 granted by NTL Internet Services Limited in favour of the Security Trustee, in respect of its rights, titles and interest in certain assets
10	A Debenture dated 30 November 2004 granted by NTL National Networks Limited in favour of the Security Trustee, in respect of its rights, titles and interest in certain assets
11	A Debenture dated 23 December 2004 granted by ntl Irish Holdings Limited in favour of the Security Trustee, in respect of its rights, title and interest in certain assets

12 A Debenture dated 23 December 2004 granted by NTLIH Sub Limited (formerly De Facto 1183 Limited) in favour of the Security Trustee, in respect of its rights, title and interest in certain assets

13 A Share Charge Agreement dated 23 December 2004 granted by NTL (Triangle) LLC in favour of the Security Trustee, in respect of certain shares referred to therein.

14. Supplemental Debenture dated 21 March 2005 granted by ntl Group Limited in favour of the Security Trustee, in respect of its rights, title and interest in certain assets

15 Bank Account Assignment dated 31 May 2005 granted by NTLIH in favour of the Security Trustee, in respect of certain bank accounts referred to therein

IN WITNESS whereof the parties hereto have executed this Deed on the date stated at the beginning of this Deed.

NTLIH

Executed as a deed on behalf of

NTL INVESTMENT HOLDINGS LIMITED

By _____
DIRECTOR

By: _____
Director

THE SECURITY TRUSTEE

Executed as a deed on behalf of

CREDIT SUISSE (formerly Credit Suisse First Boston)

By: _____

KAMLESH VADA MATTHEW TURNER