COMPANIES FORM No. 395

210400/130

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

FEE PAID £ 13.00 M 1 4 COMPANIES HOUSE

395

M

CHFP025

Please do not write in this margin

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

* insert full name of Company

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

For official use | Company number 2617729

Name of company

Lanbase Limited a company incorporated and existing under the laws of England and Wales (the "**Chargor**")

Date of creation of the charge

3 March 2006

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

A composite debenture (the "**Debenture**") dated 3 March 2006 entered into between, amongst others, the Chargor and Deutsche Bank AG, London Branch, as security trustee, (the "**Security Trustee**").

Amount secured by the mortgage or charge

The Security Trustee Liabilities, the Senior Liabilities and the Hedging Liabilities (together, the "**Secured Obligations**").

(In this Form 395, unless otherwise defined, the terms used have the meaning given thereto in Schedule 2)

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

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

Postcode EC2N 1DB

Presentor's name address and reference (if any):
White & Case
5 Old Broad Street
London EC2N 1DW

Our ref: KLG – 4410650-0205

Time critical reference

For official Use

Mortgage Section | Post room

LD3 *LW2H8DL6* 213
COMPANIES HOUSE 10/03/2006

Short particulars of all the property mortgaged or charged

Please see Schedule 1.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

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

Signed White & Case Date 10 March 2006

On behalf of chargee

NOTES

† delete as appropriate

1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. *398* is submitted.

2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;

(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or

(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

5 A fee of £13 is payable to Companies House in respect of each register entry mortgage for or charge. Cheques and Postal Orders are to be made payable to **Companies House.**

6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

Short particulars of all the property mortgaged or charged (continued)

1. Fixed Charges

1. Pursuant to clause 3.1 of the Debenture, the Chargor with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, has charged in favour of the Security Trustee to hold the same on trust for the Beneficiaries on the terms set out in the Group Intercreditor Deed and the Security Trust Agreement:

   (a) by way of first legal mortgage, all of the English Charged Land and all other Real Property now vested in the Chargor and the proceeds of sale of all or any part thereof;

   (b) by way of first fixed charge (but in the case of paragraphs (iii) and (iv) below only if and to the extent the rights in question have not been effectively assigned pursuant to clause 2 (Assignments) below or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment):

      (i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licenses) vested in, or acquired by, it now or after the date of the Debenture and the proceeds of sale of all or any part thereof;

      (ii) to the extent not effectively charged pursuant to paragraphs (a) and (b)(i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock-in-trade or work in progress) now or in the future owned by the Chargor or (to the extent of such interest) in which the Chargor has an interest and the benefit of all contracts and warranties relating to the same;

      (iii) all Investments and all Related Rights now or in the future beneficially and/or legally owned by the Chargor;

      (iv) all of its rights, title, interests and benefits in, to or in respect of the Insurances and all claims (and proceeds) and returns of premiums to which the Chargor is now or may at any future time become entitled;

      (v) any interest, claim or entitlement of the Chargor in, to or in respect of any pension fund;

      (vi) all the present and future goodwill of the Chargor (including all brand names not otherwise subject to a fixed charge or assignment under the Debenture);

      (viii) all of its rights, title, interests and benefits in, to or in respect of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the business of the Chargor or the use of any asset of the Chargor and the right to recover and receive all compensation which may at any time become payable to it in respect of any such licence;

      (ix) all its present and future uncalled capital; and

      (x) all its present and future patents, registered trade marks and registered designs (if any) including applications for any of the same in any part of the world and including, without limitation, the patents, registered designs and trade marks specified in schedule 6 to the Debenture; and

   (c) by way of second fixed charge, all of the Prior Charged Land.

2. Assignments

2. Pursuant to clause 3.2 of the Debenture and subject to clause 3.3 of the Debenture, the Chargor with full title guarantee has assigned absolutely by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee:

   (a) all its present and future rights, title, benefit and interests under and in respect of the Intercompany Indebtedness and any other amounts payable in respect thereof, including under any other loan agreements from time to time entered into by the Chargor;

   (b) all of its rights, title, interests and benefits in, to or in respect of the Insurances (including all proceeds) and all

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claims and returns of premiums in respect thereof to which the Chargor is now or may at any future time become entitled; and

(c) to the extent not charged under the provisions of clause 1(b) (Fixed Charges) above all of its present and future Intellectual Property Rights.

3. Floating Charge

Pursuant to clause 3.4 of the Debenture, the Chargor with full title guarantee (or, in relation to rights or assets situated in or governed by the law of Scotland, with absolute warrandice) has charged to the Security Trustee by way of first floating charge and as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of fixed charge or assigned pursuant to clauses 1 (Fixed Charges) and 2 (Assignments) above and including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland, provided that, for the avoidance of doubt, the floating charge shall not attach to any plant or machinery, or any interest therein, which is the subject of a lease where the title thereto vests in the relevant lessor and not the Chargor. The parties to the Debenture agreed that the floating charge created by this clause 3 (Floating Charge) is a qualifying floating charge for the purposes of paragraph 14 of schedule B1 to the Insolvency Act 1986.

4. Further Assurance

Pursuant to clause 7.1 of the Debenture, The Chargor shall at any time if and when required by the Security Trustee execute such further Encumbrances and assurances in favour of the Security Trustee and/or the Beneficiaries and do all such acts and things as the Security Trustee shall from time to time reasonably require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Debenture over the Charged Assets or any part thereof or, on or after the Enforcement Date, to facilitate the realisation of the same.

5. Negative Pledge

There is a negative pledge applicable to the Chargor contained in the Senior Facilities Agreement.

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Schedule 2

Definitions

"**A Facility**" means the term loan facility granted to the Borrowers pursuant to clause 2.1(a) of 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.

"**A1 Facility**" means the term loan facility granted to Baseball Cash Bidco pursuant to clause 2.1(b) of the Senior Facilities Agreement.

"**A1 Facility Outstandings**" means, at any time, the aggregate principal amount of the A1 Facility Advances outstanding under the Senior Facilities Agreement.

"**Acceding Borrower**" means a member of the Bank Group which has complied with the requirements of clause 26.1 of the Senior Facilities Agreement.

"**Acceding Guarantor**" means any member of the Bank Group which has complied with the requirements of clause 26.2 of the Senior Facilities Agreement.

"**Acceding Obligors**" means the Acceding Borrowers and the Acceding Guarantors.

"**Accession Notice**" means a duly completed notice of accession in the form of part 1 of schedule 7 to the Senior Facilities Agreement.

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

(a) any deferral, extension, novation or refinancing of such Liability;

(b) any claim for damages, restitution or otherwise made in connection with such Liability;

(c) any claim against an Obligor resulting from a recovery by such Obligor or any other person of a payment or discharge in respect of such Liability on the grounds of preference or otherwise; or

(d) any amount (such as post-insolvency interest) which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"**Administrative Agent**" means GE Corporate Banking Europe SAS and any successor thereto.

"**Advance**" means:

(a) when designated "A Facility", the principal amount of each advance made or to be made under the A Facility or arising in respect of the A Facility under clause 14.3 of the Senior Facilities Agreement or under clause 14.4 of the Senior Facilities Agreement;

(b) when designated "A1 Facility", the principal amount of each advance made or to be made under the A1 Facility or arising in respect of the A1 Facility under clause 14.3 of the Senior Facilities Agreement or under clause 14.4 of the Senior Facilities Agreement;

(c) when designated "B1 Facility", the principal amount of each advance made or to be made under the B1 Facility or arising in respect of the B1 Facility under clause 14.3 of the Senior Facilities Agreement or under clause 14.4 of the Senior Facilities Agreement;

(d) when designated "Revolving Facility", the principal amount of each advance made or to be made 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); or

(e) without any such designation, the "A Facility Advance", the "A1 Facility Advance", "B1 Facility Advance" and/or the "Revolving Facility Advance", as the context requires,

in each case as from time to time reduced by repayment or prepayment.

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

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"**Alternative Bridge Facility**" means the alternative bridge facility made available pursuant to the Alternative Bridge Facility Agreement, the proceeds of which are on-lent to the Company and following a series of transactions as more particularly described in the Steps Paper, applied for the purposes of repaying in part, amounts outstanding under the £1,800,000,000 bridge facility.

"**Alternative Bridge Facility Agreement**" means the senior subordinated bridge facility agreement to be entered into prior to the Structuring Date between, among others, the Parent and the Mandated Lead Arrangers (as defined therein) relating to the Alternative Bridge Facility or any agreement entered into pursuant thereto and in accordance with the terms thereof for the purposes of extending the term of such facilities beyond one year (including, in each case, any Exchange Notes).

"**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 relevant UK Borrowers 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,

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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 A1 Facility Commitment**" means, in relation to a Lender, at any time and save as otherwise provided in the Senior Facilities Agreement, its A1 Facility Commitment at such time less the Sterling Amount of its share of the A1 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 A1 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 A1 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

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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 B1 Facility Commitment**" means, in relation to a Lender, at any time and save as otherwise provided in the Senior Facilities Agreement, its B1 Facility Commitment at such time less the Sterling Amount of its share of the B1 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 B1 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 B1 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 A Facility Commitments, its Available A1 Facility Commitments, its Available B1 Facility Commitments, its Available Revolving Facility Commitment and its Available Ancillary Facility Commitment, or, in the context of a particular Facility, its Available A Facility Commitment, its Available A1 Facility Commitments, its Available B1 Facility Commitments, 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**" means, at any time, the aggregate amount of the Available Revolving Facility Commitments.

"**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.

"**B1 Facility**" means the term loan facility granted pursuant to clause 2.1(c) of the Senior Facilities Agreement to Baseball Cash Bidco and/or pursuant to the provisions of clause 2.2 of the Senior Facilities Agreement, the US Borrower.

"**B1 Facility Outstandings**" means, at any time the aggregate principal amount of the B1 Facility Advances outstanding under the Senior Facilities Agreement.

"**Bank Group**" means:

(a) for the purposes of the definition of "Bank Group Consolidated Revenues", clause 22.1 (Financial Statements), clause 22.3 (Budget) and clause 23 (Financial Condition) of the Senior Facilities Agreement and any other provisions of the Senior Facilities Agreement using the terms defined in clause 23 (Financial Condition) of the Senior Facilities Agreement:

(i) the Company and TCN;

(ii) NTL South Herts, for so long as a member of the Bank Group is the general partner of South Hertfordshire United Kingdom Fund, Ltd or if it becomes a wholly-owned Subsidiary of the Company;

(iii) Fawnspring Limited, for so long as it is a Subsidiary of the Company;

(iv) each of the Company's and TCN's other direct and indirect Subsidiaries from time to time, excluding the Bank Group Excluded Subsidiaries; and

(v) without prejudice to sub-paragraph (iv) above, each of the direct and indirect Subsidiaries from time to time of NTL Communications Limited, excluding any Subsidiary thereof which has a direct or indirect interest in the Company or TCN;

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(b) for all other purposes:

(i) the Company and TCN and each of their respective direct and indirect Subsidiaries from time to time, other than the Bank Group Excluded Subsidiaries; and

(ii) each of the direct and indirect Subsidiaries from time to time of NTL Communications Limited to the extent not already included by virtue of sub-paragraph (i) above, and excluding, any Subsidiary thereof which has a direct or indirect interest in the Company or TCN,

but excluding for all purposes under (a) and (b) above:

(i) any Permitted Joint Ventures; and

(ii) the Baseball Group, if the Baseball Acquisition is funded by a Stand Alone Baseball Financing.

For information purposes only, the members of the Bank Group as at the date of the Senior Facilities Agreement for the purposes of paragraph (b) are listed in part 1 of schedule 9 to the Senior Facilities Agreement.

"**Bank Group Consolidated Revenues**" means, in respect of any period, the consolidated revenues for the Bank Group for that period as evidenced by the financial information provided in respect of that period pursuant to clause 22.1 of the Senior Facilities Agreement.

"**Bank Group Excluded Subsidiary**" means:

(a) any Subsidiary of the UK Borrowers or NTL Communications Limited 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) Telewest Finance Corporation;

(c) *Flextech Interactive Limited;*

(d) Fawnspring Limited;

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

(f) any Subsidiary of the UK Borrowers or NTL Communications Limited which is a Project Company; and

(g) any company which becomes a Subsidiary of the Parent or NTL Communications Limited in each case, after the date of the Senior Facilities Agreement pursuant to an Asset Passthrough,

provided that any Bank Group Excluded Subsidiary may, at the election of the Parent 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.

"**Barclays Intercreditor Agreement**" means that intercreditor agreement dated 3 March 2006 and made between Yorkshire Cable Communications Limited, Sheffield Cable Communications Limited, Yorkshire Cable Properties Limited, Cable London Limited, Barclays Bank PLC and the Security Trustee.

"**Baseball**" means Virgin Mobile Holdings (UK) plc, incorporated in England & Wales with registered number 3741555 and having its registered offices at Willow Grove House, Windsor Road, White Horse Business Park, Trowbridge, Wiltshire, BA14 0TQ.

"**Baseball Acquisition**" means the proposed acquisition by the Baseball Bidcos of the entire issued and to be issued share capital of Baseball by way of a scheme of arrangement under Section 425 of the Companies Act 1985 with Baseball's shareholders.

"**Baseball Bidcos**" means Baseball Cash Bidco and Baseball Stock Bidco.

"**Baseball Cash Bidco**" means NTL Investment Holdings Limited, a company incorporated in England & Wales with registered number 3173552 and having its registered office at NTL House, Bartley Wood Business Park, Hook, Hampshire RG27 9UP.

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"**Baseball Group**" means Baseball and each of its Subsidiaries from time to time.

"**Baseball Stock Bidco**" means NTL (UK) Group, Inc., a company incorporated in the State of Delaware, United States of America, registered as a foreign company under the Companies Act 1985 with registered number FC018124 and having its registered office at 9 East Loockerman Street, Suite 1B, Dover, Delaware 19901, United States of America.

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

"**Bookrunners**" means Deutsche Bank AG, London Branch, J.P. Morgan plc, The Royal Bank of Scotland plc and Goldman Sachs International.

"**Borrowers**" means the UK Borrowers, the US Borrower and any Acceding Borrower.

"**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.

"**Charged Assets**" means all the undertaking, goodwill, property, assets and rights of the Chargor described in clauses 1 (Fixed Charges), 2 (Assignments) and 3 (Floating Charge) of schedule 1 to this Form 395.

"**Commitment**" means:

(a) when designated "A Facility" 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 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) when designated "A1 Facility" 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 to the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement;

(c) when designated "B1 Facility" 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 to the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement; and

(d) when designated "Revolving Facility" 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 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,

and without any such designation means "A Facility Commitment", "A1 Facility Commitment", "B1 Facility Commitment" and "Revolving Commitment", as the context requires.

"**Commitment Letter**" means the letter dated 3 March 2006 from the Bookrunners to NTL and the Company in relation to the commitment of the Bookrunners to arrange and underwrite the Facilities together with the related accession notices entered into by the Mandated Lead Arrangers.

"**Company**" means:

(a) NTL Investment Holdings Limited; or

(b) following a solvent liquidation of NTL Investment Holdings Limited, pursuant to the provisions of clause 25.20 of the Senior Facilities Agreement, NTL Finance Limited.

"**Conversion Notice**" has the meaning given to such term in paragraph (a) of clause 6.1 of the Senior Facilities Agreement.

"**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 of the Senior Facilities Agreement.

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"**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).

"**Encumbrance**" means:

(a) a mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person;

(b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect payment of sums owed or payable to any person; or

(c) any other type of agreement or preferential arrangement (including title transfer and retention arrangements) having a similar effect.

"**Enforcement Date**" means the date on which, following the occurrence of an Event of Default that is continuing, either of the Facility Agent or the Security Trustee notifies the Chargor of the occurrence of that Event of Default, or takes, under any one or more of the Finance Documents, any of the steps it is entitled to take by reason of the occurrence of such Event of Default.

"**English Charged Land**" means the English Real Property specified in part I of schedule 5 to the Debenture next to the name of the Chargor.

"**English Real Property**" means, at any time, freehold or leasehold property in England and Wales in which the Chargor has an interest, including all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon (excluding, for the avoidance of doubt, the Prior Charged Land).

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

(a) may not be repaid at any time prior to the repayment in full of all Outstandings and cancellation of all Available Commitments;

(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 HYD Intercreditor Agreement and/or the Group Intercreditor Agreement.

"**Exchange Notes**" means each of the securities issued in exchange for any of the loans outstanding under the £1,800,000,000 bridge facility or the Alternative Bridge Facility, as the context may require, and including any indenture pursuant to which they are issued.

"**Event of Default**" means each of:

(a) means any of the events or circumstances described as such in clause 27 of the Senior Facilities Agreement; and

(b) an event of default or termination event (however described) under any Hedging Agreement.

"**Existing Hedge Counterparty**" means each of the institutions whose names and addresses are set out in part II of schedule 5 of the Group Intercreditor Deed.

"**Existing Hedging Agreement**" means an interest rate swap or other hedging arrangement entered into between an Obligor and a Restructuring Swap Counterparty or an Existing Hedge Counterparty on or prior to the date of the Group Intercreditor Deed.

"**Existing Hedging Liabilities**" means all Indebtedness and other obligations due from all or any of the Obligors to the Restructuring Swap Counterparties and/or the Existing Hedge Counterparties under the Existing Hedging Agreements together with any related Additional Liabilities owed to any Restructuring Swap Counterparty or Existing Hedge Counterparty and together also with all costs, charges and expenses incurred by any Restructuring Swap Counterparty or Existing Hedge Counterparty in connection with the protection, preservation or enforcement of its rights in respect of such amounts.

"**Existing High Yield Notes**" means the Sterling denominated 9.75% senior notes due 2014, the dollar denominated 8.75% senior notes due 2014 and the euro denominated 8.75% senior notes due 2014, in each case, issued by NTL Cable.

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"**Facilities**" means the A Facility, the A1 Facility, the B1 Facility, the Revolving Facility, any Ancillary Facility and any Documentary Credit granted to the Borrowers under the Senior Facilities Agreement, and "Facility" means any of them, as the context may require.

"**Facility Agent**" means Deutsche Bank AG, London Branch or any successor thereto.

"**Fees Letters**" means the fees letters referred to in clauses 16.2, 16.3 and 16.5 of the Senior Facilities Agreement.

"**Finance Documents**" means:

(a) the Senior Facilities Agreement, any Documentary Credit, any Accession Notices and any Transfer Deeds;

(b) the Fees Letters;

(c) any Ancillary Facility Documents;

(d) the Security Documents;

(e) the Security Trust Agreement;

(f) the Group Intercreditor Agreement;

(g) the HYD Intercreditor Agreement;

(h) the Barclays Intercreditor Agreement;

(i) the Hedging Agreements entered into pursuant to clause 24.9 of the Senior Facilities Agreement;

(j) any other agreement or document entered into or executed by a member of the Bank Group pursuant to any of the foregoing documents; and

(k) any other agreement or document designated a "Finance Document" in writing by the Facility Agent and the Company.

"**Finance Lease**" means a lease treated as a capital or finance lease pursuant to GAAP.

"**Finance Parties**" means the Agents, the Mandated Lead Arrangers, the Bookrunners, the Security Trustee, the Lenders and each Hedge Counterparty (as defined in the Senior Facilities Agreement) 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 principal portion of any liability in respect of any Finance 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 150 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) required to be accounted for as indebtedness in accordance with GAAP;

(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, provided that for the purposes of clause 27.5 of the Senior Facilities Agreement, only the net amount not paid or which is payable by the relevant member of the Group shall be included);

(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);

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(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 the Financial Indebtedness of another person referred to in paragraphs (a) to (j) above.

"**First Beneficiary**" means the Security Trustee to the extent only of the amounts payable to it in its capacity as such (for its own account) pursuant to the Finance Documents or any Refinancing Facilities Agreement.

"**Fixtures**" means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law.

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

"**Group**" means:

(a) for the purposes of clause 22.1, clause 22.3 and clause 23 of the Senior Facilities Agreement and any other provisions in the Senior Facilities Agreement using the terms defined in clause 23 of the Senior Facilities Agreement:

(i) the Ultimate Parent and its Subsidiaries from time to time;

(ii) NTL South Herts, for so long as a member of the Group is the general partner of South Hertfordshire United Kingdom Fund, Ltd. or if it becomes a wholly-owned Subsidiary of the Group; and

(b) for all other purposes, the Ultimate Parent and its Subsidiaries from time to time.

"**Group 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) the provision of content,

and any related ancillary or complementary business to any of the services described above in the United Kingdom, the Isle of Man, the Republic of Ireland and the Channel Islands provided that "Group Business" may include the provision of any such services outside the United Kingdom, the Isle of Man, the Republic of Ireland and the Channel Islands 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 Deed**" means the intercreditor deed dated 3 March 2006 between the parties named therein as original senior borrowers, the parties named therein as original senior guarantors, the Facility Agent, the Security Trustee, the Restructuring Swap Counterparties, the Hedge Counterparties and certain other members of the Group named therein as intergroup creditors and intergroup debtors, as the same may be amended, varied, supplemented, novated or restated from time to time.

"**Guarantors**" means:

(a) for the purposes of clause 29 of the Senior Facilities Agreement, NTL Cable plc, 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 under the Senior Facilities Agreement pursuant to clause 43.7 of the Senior Facilities Agreement.

"**Hedge Counterparties**" means, collectively, the Restructuring Swap Counterparties, the Existing Hedge Counterparties and the New Hedge Counterparties.

"**Hedging Agreements**" means (a) each Existing Hedging Agreement and (b) any New Hedging Agreement (as the

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context may require).

"**Hedging Arrangements**" means any interest rate or currency protection arrangements (whether by way of interest rate or cross currency swap, cap, collar or otherwise) from time to time entered into by any Obligor which arrangements hedge the interest rate or currency exposure of the Group under the Senior Facilities Agreement (or any interest rate or cross currency swap, cap, collar or other derivative transaction in respect of such an interest rate or currency protection arrangement) and which are documented by one or more Hedging Agreements.

"**Hedging Liabilities**" means the Existing Hedging Liabilities and the New Hedging Liabilities.

"**HYD Intercreditor Agreement**" means the intercreditor agreement dated 13 April 2004 between certain of the Obligors, the Finance Parties and the indenture trustee in respect of the Existing High Yield Notes as the same may otherwise be amended, supplemented, novated or restated from time to time.

"**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**" has the meaning set out in clause 5.1(b) of the Senior Facilities Agreement.

"**Initial Security Documents**" means the security documents listed in part 4 of schedule 4 to the Senior Facilities Agreement.

"**Insurances**" means, in relation to the Chargor, all present and future contracts or policies of insurance (including life policies) in which the Chargor from time to time has an interest.

"**Intellectual Property Rights**" means all patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same) owned by the Chargor.

"**Intercompany Indebtedness**" means indebtedness owing by any member of the Group to the Chargor under each of the loan agreements or other debt instruments listed in schedule 7 to the Debenture and any other such indebtedness from time to time outstanding.

"**Investments**" means the Shares (but excluding any Shares of NTL Victoria Limited in the US Borrower to the extent that such Shares are subject to a valid and binding US Share Pledge) and any other stocks, debentures, bonds, warrants and other securities of any kind whatsoever and any units in Unit Trust Schemes.

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

"**L/C Bank**" means Deutsche Bank AG, London Branch as original L/C Bank and any other Lender which has been appointed as an L/C Bank in accordance with clause 5.11 of the Senior Facilities Agreement and which has not resigned in accordance with paragraph (c) of clause 5.11 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 of the Senior Facilities Agreement; or

(b) has become a party to the Senior Facilities Agreement in accordance with the provisions of clause 37 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.

"**Liabilities**" means any one or more of the Senior Liabilities or the Hedging Liabilities.

"**Mandated Lead Arrangers**" means Deutsche Bank AG, London Branch, J.P. Morgan plc, The Royal Bank of Scotland plc and Goldman Sachs International.

"**Merger**" means the merger of NTL with Merger Sub pursuant to the terms and conditions of the Merger Agreement and the reorganization, recapitalization and refinancing of the Group in connection therewith in accordance with the Steps Paper.

"**Merger Agreement**" means the agreement and plan of merger dated as of 2 October 2005 (as amended and restated on 14 December 2005 and 30 January 2006) made between NTL, the Ultimate Parent and the Merger Sub.

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"**Merger Closing Date**" means the date on which the Merger is completed in accordance with, and subject to the terms and conditions of the Merger Agreement.

"**Merger Sub**" means Neptune Bridge Borrower, LLC, a Delaware limited liability company, which has been established for the purposes of the Merger in accordance with the terms and conditions of the Merger Agreement.

"**New Hedge Counterparty**" means each party (other than a transferee in respect of any Existing Hedging Liabilities) to a New Hedging Agreement which has acceded to the Group Intercreditor Deed in accordance with the provisions of clause 16.3 thereof until any such person has ceased to be a party to the Group Intercreditor Deed in such capacity in *accordance with the terms thereof and* "***New Hedge Counterparties***" *means all such parties.*

"**New Hedging Agreement**" means any agreement entered into after the 3 March 2006 between an Obligor and a New Hedge Counterparty in connection with Hedging Arrangements.

"**New Hedging Liabilities**" means all Indebtedness and other obligations due from all or any of the Obligors to the New Hedge Counterparties under the New Hedging Agreements, together with any related Additional Liabilities owed to any New Hedge Counterparty and together also with all costs, charges and expenses incurred by any New Hedge Counterparty in connection with the protection, preservation or enforcement of its rights in respect of such amounts.

"**New 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 Obligor pursuant to clauses 26.1 and 26.2 of the Senior Facilities Agreement;

(c) any other document executed at any time by any member of the Group conferring or evidencing any Encumbrance for or in respect of any of the obligations of the Obligors under the Senior Facilities Agreement whether or not specifically required by the Senior Facilities Agreement; and

(d) any other document executed at any time pursuant to clause 24.12 of the Senior Facilities Agreement or any similar covenant in any of the Security Documents referred to in paragraph (a) to (d) above.

"**New Senior Liabilities**" means credit facilities or other financial accommodation provided by any Finance Party under *the Finance Documents or any Refinancing Facilities Agreement to the Borrowers after the date of the Group Intercreditor* Deed in accordance with clause 12 of the Group Intercreditor Deed which exceeds the total Commitments as at the date of the Group Intercreditor Deed (excluding, for the avoidance of doubt, any credit exposure of such Senior Lender, if any, in its capacity as a Hedge Counterparty, if applicable).

"**New UK2**" means a company to be newly incorporated in England & Wales for the purpose of acting as the company identified as such in the Steps Paper.

"**NTL**" means NTL Incorporated, a Delaware corporation, whose registered office is at 1209 Orange Street, Wilmington, Delaware 19801, United States of America.

"**NTL Group**" means NTL and its Subsidiaries from time to time.

"**NTL South Herts**" means NTL (South Hertfordshire) Limited (formerly known as Cable & Wireless Communications (South Hertfordshire) Limited), a company incorporated in England & Wales with registered number 2401044.

"**Notice of Assignment**" means a duly completed acknowledgement of assignment in the form set out in the relevant part of schedule 4 to the Debenture being:

(a) part IA, in the case of Intercompany Indebtedness; and

(b) part IIA, in the case of Insurances.

"**Obligors**" means the Borrowers and the Guarantors and "Obligor" means any of them.

"***Original Charging Partnerships***" *means each of the partnerships whose respective names and partners are set out in* schedule 2 to the Debenture.

"**Original Guarantor**" means each of the companies and partnerships listed in part 1 of schedule 2 to 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.

"**Original Obligors**" means the UK Borrowers, the US Borrower and the Original Guarantors.

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"**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 a relevant Borrower.

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

"**Parent**" means:

(a) NTL Cable; or

(b) following completion of the steps described in the Steps Paper and culminating in the structure entitled "*First Alternative (Structure 1) – Final Structure*" or "*First Alternative (Structure 1) – Final Structure (assumes Step 6)*" and upon its accession to the Senior Facilities Agreement as an Acceding Guarantor, New UK2.

"**Parent Intercompany Debt**" means any Financial Indebtedness owed by any member of the Bank Group to the Ultimate Parent or its Subsidiaries (other than another member of the Bank Group) from time to time which is subordinated to the Facilities pursuant to the terms of the Group Intercreditor Agreement.

"**Permitted Encumbrances**" means any Encumbrance permitted under clause 25.2 of the Senior Facilities Agreement.

"**Permitted Joint Ventures**" means any Joint Venture permitted under clause 25.9 of the Senior Facilities Agreement that the Company designates as such by giving notice in writing to the Facility Agent.

"**Pledge and Security Agreements**" means each of the first ranking pledge and security agreements dated 3 March 2006 and entered into in favour of the Security Trustee by each of the partners of the Original Charging Partnerships formed in the State of Colorado, and "**Pledge and Security Agreement**" means any one of them.

"**Prior Charged Land**" means all interests the subject of the security created by each of the legal charges listed as Prior Charges in items (B) to (G) (inclusive) of schedule 3 to the Debenture.

"**Prior Charges**" means the existing permitted Encumbrances, particulars of which are set out in schedule 3 to the Debenture (but only to the extent therein specified).

"**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).

"**Real Property**" means the English Real Property and the Scottish Heritable Property and any other land, buildings or erections anywhere in the world and any estate or interest therein and any reference to Real Property includes all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon.

"**Refinancing Facilities Agreement**" means any facilities agreement under which facilities are made available for the refinancing of the facilities made available under the Senior Facilities Agreement and which is designated as such by the Borrowers by notice to the Facility Agent party to the Group Intercreditor Deed at such time and provided that the aggregate principal amount of such refinancing indebtedness does not exceed the aggregate principal amount of the Commitments of the Lenders as at the 3 March 2006, together with any New Senior Liabilities permitted to be incurred under clause 12 of the Group Intercreditor Deed.

"**Related Rights**" means, in relation to any Investment of the Chargor:

(a) any proceeds of and any right or option to receive any dividend, distribution, interest or other income paid or payable in relation to any such Investment; and

(b) any right or option to receive, call for delivery of or otherwise acquire any stocks, shares, debentures, bonds, loan stocks, warrants, securities, monies or other property of any kind, accruing or offered at any time or deriving

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therefrom, whether in addition to or in substitution for such Investment,

but excluding partnership interests in the Original Charging Partnerships that are organised in the United States of America to the extent that such interests are subject to a valid and binding Pledge and Security Agreement.

"**Restructuring Swap Counterparties**" means the institutions whose names and addresses are set out in part I of schedule 5 of the Group Intercreditor Deed.

"**Revolving Facility**" means the revolving loan facility (including any Ancillary Facility and the Documentary Credit facility) granted to the relevant Borrower pursuant to clause 2.1(d) of the Senior Facilities Agreement.

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

"**Scottish Charged Land**" means the Scottish Heritable Property specified in part II of schedule 5 to the Debenture next to the name of the Chargor.

"**Scottish Heritable Property**" means, at any time, any heritable or leasehold property in Scotland in which the Chargor has an interest, including all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon.

"**Screenshop**" means Screenshop Limited, a company incorporated under the laws of England and Wales with registered number 3529106.

"**Second Beneficiaries**" means the Facility Agent, the Senior Lenders and the Hedge Counterparties.

"**Security**" means the security granted by the Obligors pursuant to the Security Documents.

"**Security Documents**" means the New Security Documents and each of the existing Telewest security documents listed in schedule 7 to the Group Intercreditor Deed.

"**Security Trust Agreement**" means an agreement dated 3 March 2006 made between, amongst others, the Security Trustee, the Facility Agent, NTL Investment Holdings Limited, and the original obligors referred to therein relating to the Security (or any replacement security trust agreement entered into in connection with any Refinancing Facilities Agreement).

"**Security Trustee Liabilities**" means the amounts payable to the Security Trustee referred to in the definition of First Beneficiary.

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

"**Senior Lenders**" means:

(a) a bank or financial institution or other person named in part I of schedule 1 to the Group Intercreditor Deed (unless it has ceased to be a party thereto in accordance with the terms thereof); or

(b) a bank or financial institution or other person which has become (and remains) a party to the Group Intercreditor Deed as a Senior Lender in accordance with the provisions of clause 16.3 of the Group Intercreditor Deed and in accordance with the provisions of the Senior Facilities Agreement or any Refinancing Facilities Agreement.

"**Senior Liabilities**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Obligors (or any one or more of them) to the Finance Parties (or any one or more of them) under or in connection with the Finance Documents or any Refinancing Facilities Agreement including, without limitation, any New Senior Liabilities provided pursuant to clause 12 of the Group Intercreditor Deed together with any related Additional Liabilities owed to the Finance Parties and together also with all costs, charges and expenses incurred by each of the Finance Parties in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any Refinancing Facilities Agreement, excluding in all respects any such obligations or liabilities in respect of or arising from the B1 Facility of any member of the Telewest Group until such time as the provisions of sections 151-158 of the Companies Act 1985 have been complied with by such member(s) in respect of such liabilities and obligations.

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"**Shares**" means all shares in the capital of any member of the Group, any Joint Venture or any other person now or in the future legally or beneficially owned by the Chargor and/or any nominee on behalf of the Chargor.

"**Sit-up**" means sit-up Limited, a company incorporated under the laws of England and Wales with registered number 3877786 and having its registered office at 179-181 The Vale, Acton, London W3 7RW.

"**Sit-up Acquisition Documents**" means each of:

(a) the share purchase deed between Screenshop and Alpine Situp LLC for the sale of 1,991,841 preference shares and 565,919 warrants to subscribe for ordinary shares in the capital of Sit-up, dated 23 March 2005;

(b) the offer document dated on or about 10 May 2005 which describes the terms and conditions of the recommended offer made by Screenshop to purchase the issued and to be issued shares of Sit-up;

(c) the share purchase agreement between Screenshop, John Egan, Ashley Faull and Christopher Manson dated on or around 10 May 2005;

(d) the subscription agreement between the Sit-up, Screenshop, Flextech Broadband Limited, John Egan, Ashley Faull and Christopher Manson entered into on or about 10 May 2005.

(e) and any other document designated as an "Sit-up Acquisition Document" in writing to the Facility Agent by the Company.

"**Stand Alone Baseball Financing**" means Financial Indebtedness which is incurred either:

(a) following the cancellation of the A1 Facility and the B1 Facility, for the purposes set out in paragraph (b) of clause 2.3 of the Senior Facilities Agreement; or

(b) for the purposes of refinancing the Total Baseball Debt,

provided that in each case:

(i) the aggregate principal amount of such Financial Indebtedness does not exceed £500 million;

(ii) the annual interest expense of such Financial Indebtedness is no greater than the interest expense payable under an equivalent principal amount of A1 Facility or B1 Facility which is cancelled in accordance with clause 10.1 of the Senior Facilities Agreement or (as applicable) an equivalent principal amount of the Total Baseball Debt being prepaid;

(iii) immediately prior to the incurrence of such Financial Indebtedness, the Bank Group is in compliance with the financial covenants set out in clause 23.2 of the Senior Facilities Agreement;

(iv) no creditor in respect of such Financial Indebtedness shall at any time have any recourse to any member of the Bank Group;

(v) such Financial Indebtedness may benefit from guarantees and first priority security over the assets of members of the Baseball Group but not any member of the Bank Group;

(vi) following consummation of the Stand Alone Baseball Financing any transactions entered into between the Bank Group and the Baseball Group shall be subject to the provisions of clause 25.10 of the Senior Facilities Agreement; and

(vii) any such Stand Alone Baseball Financing is completed by 31 December 2006.

"**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 to the Debenture.

"**Steps Paper**" means the alternative papers entitled "*Steps Plan: Version 1 – Combination of NTL, Telewest and Virgin Mobile before Structures 1 and 2*" and "*Steps Plan: Version 2 – Combination of NTL, Telewest and Virgin Mobile after Structures 1 and 2*", in each case, as agreed between NTL and the Bookrunners setting out the restructuring steps affecting the Telewest Group and NTL Group occurring prior to, on and following the Merger Closing Date.

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

(a) in relation to an Advance denominated in Sterling, the amount thereof, and in relation to any other Advance, the Sterling equivalent of the amount specified in the Utilisation Request (as at the date thereof) for that Advance, in each case, as adjusted, if necessary, in accordance with the terms of the Senior Facilities Agreement and to

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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 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 Sterling equivalent of the aggregate amount of it at such time.

"**Structure 2 Senior Facilities Agreement**" means the senior facilities agreement agreed to by the parties to the Senior Facilities Agreement to become effective following implementation and completion of the restructuring steps referred to in the Steps Paper as "*Second Alternative (Structure 2) – Final Structure*", the form of which is attached to the Senior Facilities Agreement as Annex A.

"**Structure Notice**" means the structure notice (if any) to be delivered by NTL and the Company to the Bookrunners, in accordance with the provisions of the Commitment Letter, pursuant to which NTL and the Company elect to implement the restructuring steps referred to in the Steps Paper as "*Post-Combination Restructuring - Second Alternative (Structure 2)*".

"**Structuring Date**" means the date proposed in the Structure Notice on which the relevant restructuring steps referred to in the Steps Paper as "*Post-Combination Restructuring - Second Alternative (Structure 2)*" are to be effected, which shall be a date falling no later than the date falling 3 months after the Merger Closing Date and shall be no less than 4 Business Days after the date of the Structure Notice.

"**Subordinated Funding**" means any loan made to any Obligor by any member of the Group, that is not an Obligor which:

(a) constitutes Parent Intercompany Debt;

(b) is an intercompany loan arising under the arrangements referred to in paragraph (c) of the definition of "Permitted Payments";

(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, where such assignment is not otherwise prohibited by the Senior Facilities Agreement); or

(d) constitutes Equity Equivalent Funding,

provided that, 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 the security documents listed in paragraph 4 of part 6 of schedule 4 to 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 or membership interests 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 and clause 23 of the Senior Facilities Agreement and any provision of the Senior Facilities Agreement where the financial terms defined in clause 23 of the Senior Facilities Agreement are used,

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any legal entity which is accounted for under applicable GAAP as a Subsidiary of the first-mentioned company.

"**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.

"**TCN**" means Telewest Communications Networks Limited.

"**TCN Group**" means TCN and its Subsidiaries from time to time.

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

"**Term**" means:

(a) in relation to a Revolving Facility Advance, the period for which such Advance is borrowed as specified in the relevant Utilisation Request; and

(b) in relation to any Documentary Credit, the period from the date of its issue until its expiry date.

"**Term Facilities**" means the A Facility, the A1 Facility and the B1 Facility and "**Term Facility**" means any of them, as the context requires.

"**Term Facility Advance**" means any A Facility Advance, an A1 Facility Advance or B1 Facility Advance and "**Term Facility Advances**" shall be construed accordingly.

"**Term Facility Outstandings**" means, at any time, the aggregate of the A Facility Outstandings, the A1 Facility Outstandings and the B1 Facility Outstandings, at such time.

"**Total Baseball Debt**" means all amounts drawn under the A1 Facility and the B1 Facility by Baseball Cash Bidco and used for any of the purposes specified in paragraph (b) of clause 2.3 of the Senior Facilities Agreement (including without limitation, any principal amounts, prepayment penalties, make-whole payments, accrued interest and break costs relating thereto).

"**Transfer Deed**" means a duly completed deed of transfer and accession in the form set out in schedule 3 to 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 37 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 HYD Intercreditor Agreement, the Group Intercreditor Agreement and the Security Trust 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 37 of the Senior Facilities Agreement.

"**UK Borrowers**" means:

(a) as at the date of the Senior Facilities Agreement, each of NTL Investment Holdings Limited, Telewest Communications Networks Limited and NTLIH Sub Limited; and

(b) thereafter, any Acceding Borrower that is liable to corporation tax in the United Kingdom,

excluding any UK Borrower which has been liquidated in accordance with the provisions of clause 25.20 of the Senior Facilities Agreement but including the relevant successor entity (provided it is also liable to corporation tax in the United Kingdom) thereafter, and "**UK Borrower**" means any of them.

"**Ultimate Parent**" means, as at the date of the Senior Facilities Agreement, Telewest Global, or at any time thereafter, the person (if any) that accedes to the Senior Facilities Agreement as the Ultimate Parent pursuant to clause 26.3 of the Senior Facilities Agreement.

"**United States**" or "**US**" means the United States of America, its territories, possessions and other areas subject to the jurisdiction of the United States of America.

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

"**Unpaid Sum**" means any sum due and payable by an Obligor under any Finance Document (other than any Ancillary Facility Document) but unpaid.

"**US Borrower**" means NTL Dover LLC.

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"**US Paying Agent**" means as at the date of the Senior Facilities Agreement, Deutsche Bank AG, New York Branch and at any other time, any other person that has been delegated with, or appointed for the purposes of, carrying out the functions set out in clause 30.2 of the Senior Facilities Agreement subject to the terms set out in that clause.

"**US Share Pledge**" means the share pledge dated 3 March 2006 and granted by NTL Victoria Limited in favour of the *Security Trustee in respect of the entire issued share capital of the US Borrower.*

"**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 to 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 to the Senior Facilities Agreement.

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02617729

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 3rd MARCH 2006 AND CREATED BY LANBASE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE TO DEUTSCHE BANK AG, LONDON BRANCH (AS SECURITY TRUSTEE FOR THE BENEFICIARIES), FROM THE OBLIGORS (OR ANY ONE OR MORE OF THEM) TO THE FINANCE PARTIES (OR ANY ONE OR MORE OF THEM) ON ANY ACCOUNT WHATSOEVER, FROM ALL OR ANY OF THE OBLIGORS TO THE RESTRUCTURING SWAP COUNTERPARTIES AND/OR THE EXISTING HEDGE COUNTER PARTIES AND TO THE NEW HEDGE COUNTERPARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th MARCH 2006.

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Companies House
— for the record —

HC026B