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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] [] [] []

03092897

Name of company

**METRO SOUTH WALES LIMITED (the "Chargor")*

Date of creation of the charge

17 October 1997

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

A Debenture (the "Debenture") dated 17 October 1997 made between the Chargor, the Original Guarantors (as defined below) and Chase Manhattan International Limited (the "Security Trustee")

Amount secured by the mortgage or charge

Each and every liability which the Chargor may now or hereafter have to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries (and whether solely or jointly with one or more persons and whether as principal or as surety) under or pursuant to the Facility Documents including any liability in respect of any further advances made thereunder (the "Secured Obligations").

Definitions

In this form 395:

"Accession Undertaking" means an undertaking in the form prescribed in the Security Trust Agreement to be executed by any party which wishes to accede as party to the Security Trust Agreement;

(See Continuation Sheet 1, Page 2)

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

Chase Manhattan International Limited (as Security Trustee) of Trinity Tower, 9 Thomas More Street, London E1 9YT

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

*Clifford Chance
200 Aldersgate Street
London EC1A 4JJ
DX 606 CDE
MXK/KDH/C0283/10328/MJS
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For official use
Mortgage Section

Post room



Time critical reference

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1. *In favour of the Security Trustee as trustee for the Beneficiaries and as security for the payment and discharge of the Secured Obligations.*

1.1 *By way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage):*

1.1.1 *the Principal Property owned by it at the date of the Debenture other than (a) any heritable or leasehold property in Scotland and all buildings, trade and other fixtures, fixed plant, machinery, installations and apparatus from time to time on any such property in Scotland and (b) any Principal Property in Northern Ireland;*

1.1.2 *all its Tangible Movable Property;*

(See Continuation Sheet 1, Page 4)

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date

30/10/97

On behalf of [~~company~~] [~~mortgagee~~/chargee] [†]

[†] delete as
appropriate

NOTES

- 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

03092897

Name of Company

METRO SOUTH WALES (the "Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Account Charge" means the limited recourse account charge dated 17 October 1997 between NTL Inc., OCOM and the Agent and Security Trustee as original parties thereto;

"Additional Borrower" means any person which has become a borrower pursuant to and in accordance with the provisions of Clause 3 of the Facilities Agreement;

"Additional Guarantor" means any person which has become a guarantor pursuant to and in accordance with the provisions of Clause 3 of the Facilities Agreement;

"Advance" means, save as otherwise provided in the Facilities Agreement, any advance made or to be made thereunder and any standby letter of credit made or to be made thereunder;

"Agent" means Chase Manhattan International Limited in its capacity as agent for the Banks under the Facilities Agreement and each Successor or Transferee of the Agent;

"Agreements" means (severally):

- (a) all Agreements for Lease;*
- (b) all Agreements for Sale;*

"Agreements for Lease" means (severally) all agreements, contracts, options or undertakings whether now or hereafter in existence for or relating to the creation of any estate, interest or right in or over the Real Property or any part thereof (including without limitation any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis and whether in all cases in respect of the whole or any part of the Real Property);

"Agreements for Sale" means (severally) all agreements, contracts or options now or hereafter in existence for or in relation to the assignment or transfer or disposal by way of sale of the whole or any part of or for or in relation to the creation of any estate or interest in the Real Property or any part thereof upon the sale thereof or in relation to or under which any capital sum is or is to be derived from the Real Property or any part thereof;

"Arranger" means Chase Manhattan plc;

"Bank" means:

- (a) any financial institution named in the First Schedule to the Facilities Agreement (other than one which has ceased to be a party thereto in accordance with the terms thereof); or*
- (b) any financial institution which has become a party to the Facilities Agreement in accordance with the provisions of Clause 31.4 or Clause 31.5 thereof;*

"Beneficiaries" means the Security Trustee, the Arranger, the Agent and the Creditors from time to time;

"Borrowers" means the Original Borrower and any Additional Borrower and "Borrower" means any of them;

"Borrower Accession Agreement" means an agreement in the form set out in Part I of the Sixth Schedule to the Facilities Agreement delivered or to be delivered by the Company in respect of any company which is designated an Additional Borrower pursuant to Clause 3.1 of the Facilities Agreement;

"CableTel Newport Share Charge" means the limited recourse charge dated 17 October 1997 in favour of the Security Trustee pursuant to which NTL Inc. charges in favour of the Security Trustee the shares in CableTel Newport which are held by it;

"Charged Investments" means all Investments from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Trustee by or pursuant to the Debenture;

(See Continuation Sheet 2, Page 2)

Please complete
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- 1.1.3 *all its Intellectual Property;*
- 1.1.4 *all goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Debenture) belonging to such Chargor at the date of the Debenture or anytime thereafter;*
- 1.1.5 *all present and future book and other debts at the date of the Debenture or anytime thereafter due or owing to the Chargor;*
- 1.1.6 *all Investments to which the Chargor is at the date of the Debenture or may any time thereafter become entitled including the Investments of the Chargor listed in the Second Schedule of the Debenture (as attached hereto);*
- 1.1.7 *any sums recovered by such Chargor in respect of any VAT;*
- 1.1.8 *so much of the Principal Property specified in Part 2 of the First Schedule of the Debenture (as attached hereto) in relation to the Chargor insofar as it consists of land registered in the Land Registry of Northern Ireland as is held by it in fee simple and so much of the Principal Property of leasehold tenure as is owned by it and is specified in Part 2 of the First Schedule of the Debenture (as attached hereto);*
- 1.2 *By way of equitable assignment all its rights, title and interest in and to:*
 - 1.2.1 *all rights and claims to which the Chargor is at the date of the Debenture or may thereafter become entitled in relation to the Real Property and its Tangible Movable Property including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional advisor engaged in relation to any such property and any lessee, sub-lessee or licensee of any of its Real Property and any guarantor or surety for the obligations of such person, and to the extent that any such Tangible Movable Property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto;*
 - 1.2.2 *the benefit of the Agreements to which the Chargor is party and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such Agreements payable to the Chargor thereunder and all the Chargor's rights or remedies in existence at the date of the Debenture or thereafter arising thereunder;*

(See Continuation Sheet 2, Page 4)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
legibly, preferably
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bold block lettering

Company Number

03092897

Name of Company

METRO SOUTH WALES (the "Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Charged Property" means, subject to any contrary indication, the undertaking and assets of the Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Trustee by or pursuant to the Debenture and any other Facility Document;

"Claims" means the book and other debts and monetary claims referred to in Clause 3.1(c) of the Debenture (other than those referred to in Clause 3.1(c)(v) of the Debenture) or deriving from the Intellectual Property, the Insurance Policies or the Charged Investments;

"Company" means NTL Investment Holdings Limited;

"Creditors" means the Initial Creditors and each Transferee of any of the Creditors;

"Dormant Subsidiary" means, at any time, any subsidiary of the Principal Guarantor which is "dormant" as defined in Section 250(3) of the Companies Act 1985;

"Excluded Subsidiary" means any subsidiary of the Principal Guarantor which is a Dormant Subsidiary or a Project Company and Digital Television Network Limited;

"Existing LCs" means:

- 1. the standby letter of credit dated 9 May 1996, issuer reference 4672615, issued by The Chase Manhattan Bank in favour of The Governor and Company of the Bank of Scotland for a maximum aggregate amount of £2,000,000;*
- 2. the standby letter of credit dated 29 May 1997 issued by The Chase Manhattan Bank in favour of British Telecommunications plc for a maximum aggregate amount of ECU6,965,165; and*
- 3. the standby letter of credit dated 10 July 1997 issued by The Chase Manhattan Bank in favour of British Telecommunications plc for a maximum aggregate amount of ECU6,965,165;*

"Facility" means the sterling term loan facility in an amount of up to £150,000,000 granted to the Borrowers in the Facilities Agreement;

"Facilities Agreement" means the facility agreement dated 17 October 1997, as from time to time amended, restated and/or increased between, inter alia, NTL (UK) Group, Inc. as principal guarantor, NTL Investment Holdings Limited as original borrower, Chase Manhattan plc as arranger, Chase Manhattan International Limited as agent and security trustee, The Chase Manhattan Bank as issuer and the financial institutions named therein as lenders;

"Facility Beneficiaries" means, at any time, the Arranger, the Agent, the Security Trustee, the Issuer and the Banks at such time;

"Facility Documents" means the Facilities Agreement, any Borrower Accession Agreement, any Guarantor Accession Agreement, the Debenture, the Security Trust Agreement, the Standard Securities, the NTL Inc. Documents, the Subordination Deed and any other document entered into in connection with the Facility;

"Guarantor Accession Agreement" means an agreement substantially in the form set out in Part II of the Sixth Schedule to the Facilities Agreement delivered or to be delivered by the Principal Guarantor in respect of any company which is designated an Additional Guarantor in accordance with Clause 3.2 of the Facilities Agreement;

"Guarantors" means the Principal Guarantor, each other Original Guarantor and any Additional Guarantor and "Guarantor" means any of them;

"Initial Creditors" means the financial institutions named on the signing pages of the Security Trust Agreement as Banks and the Issuer;

(See Continuation Sheet 3, Page 2)

Please complete
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- 1.2.3 *the benefit of all covenants, agreements, undertakings or obligations entered into by any other party to any Lease to which the Chargor is party or to any licences, deeds, rent deposit agreements or other deeds or documents supplemental or collateral to any such Lease and of all guarantees or indemnities in any of the aforesaid;*
- 1.2.4 *the benefit of all rights and claims to which the Chargor is at the date of the Debenture or may thereafter become entitled in relation to its Real Property (including those against all persons who now or may at any time be lessees, sub-lessees or licensees of its Real Property and all guarantors and sureties for the obligations of such persons) and the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the manufacturers, suppliers or installers of any fixtures;*
- 1.2.5 *all rights and claims to which the Chargor is at the date of the Debenture or may thereafter become entitled in relation to the proceeds of any of the Insurance Policies;*
- 1.2.6 *all present and future monetary claims relating to book and other debts now or at any time hereafter due or owing to the Chargor and all rights relating thereto including any security or remedies therefor;*
- 1.2.7 *all rights and claims to which the Chargor is at the date of the Debenture or may thereafter become entitled in relation to all moneys now or at any time hereafter standing to the credit of any bank accounts (including any Special Accounts) opened or maintained with any bank (including the Security Trustee) and all rights relating or attaching thereto (including the right to interest); and*
- 1.2.8 *all rights and claims to which the Chargor is now or may hereafter become entitled in relation to its uncalled capital.*
- 1.3 *By way of first floating charge the whole of its undertaking and assets, present and future (including without limitation the Principal Property), other than (a) any assets for the time being effectively charged to the Security Trustee by way of fixed charge or (b) effectively assigned (whether at law or in equity) to the Security Trustee or (c) otherwise subject to an effective fixed security in favour of the Security Trustee (but excluding in each case any heritable, leasehold or corporeal moveable property in Scotland where such property is hereby charged by way of first floating charge).*

Perfection of Security

1. *By Clause 5.13 of the Debenture, the Chargor has agreed with the Security Trustee, at the request of the Security Trustee, do any act or execute in favour of the Security Trustee or as it may direct such further or other legal or other assignments, transfers, mortgages, charges or securities as in each case the Security Trustee shall stipulate, in such form as the Security Trustee may reasonably require, for the perfection of the security intended to be conferred on the Security Trustee by or pursuant to the Debenture including any act or any document which may be required or desirable under the laws of any jurisdiction in which any property and assets may be located in order to confer on the Security Trustee security over such property and assets equivalent or similar to the security intended to be conferred by or pursuant to the Debenture or to facilitate the realisation thereof or the exercise of any and all powers, authorities and discretions intended to be vested in the Security Trustee or any Receiver by or pursuant to the Debenture.*

(See Continuation Sheet 3, Page 4)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

03092897

Name of Company

METRO SOUTH WALES (the "Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Instructing Group" means:

- (a) before any Advances have been made under the terms of the Facilities Agreement, a Bank or group of Banks whose aggregate commitments amount in aggregate to more than 50 per cent. of the Facility; and
- (b) thereafter, a Bank or group of Banks to whom in aggregate more than 50 per cent. of the Loan is (or, immediately prior to its repayment, was then) owed;

"Insurance Policies" means any policy of insurance effected in respect of property charged under or pursuant to the Debenture in which the Chargor may now or hereafter have an interest;

"Intellectual Property" means all letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and rights to apply for them in any part of the world, moral rights, inventions, confidential information, knowhow and rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered, and the benefit of all licences and other rights to use any of the same belonging to the Chargor at the date of the Debenture or thereafter;

"Investments" means stocks, shares, debentures and other securities together with all rights to and relating to stocks, shares, debentures or other securities and any other assets, rights or interests falling within any paragraph in Part I of Schedule 1 to the Financial Services Act 1986 as in force at the date of the Debenture but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply;

"Issuer" means The Chase Manhattan Bank as issuer of Standby LCs;

"Lease" or "Leases" means (severally) any lease, underlease, sublease, licence agreement, option, occupation agreement or any other document governing the use or occupation of the Real Property or any part thereof;

"Loan" means the aggregate principal amount of all Advances for the time being outstanding under the Facilities Agreement;

"NTL Inc. Documents" means the NTL Inc. Undertaking, the Account Charge and the CableTel Newport Share Charge;

"NTL Inc." means NTL Incorporated, a company incorporated under the laws of the State of Delaware;

"NTL Inc. Undertaking" means the agreement dated 17 October 1997 between NTL Inc., OCOM Corporation and Chase Manhattan International Limited containing, inter alia, certain undertakings of NTL Inc. given in favour of the Facility Beneficiaries;

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

"Original Borrower" means NTL Investment Holdings Limited, a limited liability company incorporated in England & Wales with company number 3173552;

"Original Guarantors" means the Principal Guarantor, and each of its subsidiaries (other than Excluded Subsidiaries) named as guarantor in the signature pages of the Facilities Agreement;

"Permitted Encumbrance" means:

- (i) any encumbrances arising under any of the Security Documents;
- (ii) any encumbrance arising solely by operation of law (or by a contract having a similar effect) in the ordinary course of business;

(See Continuation Sheet 4, Page 2)

Please complete
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2. *By Clause 5.14 of the Debenture, the Chargor has covenanted with the Security Trustee to take all such action as is reasonably available to it to perfect, protect and maintain the security and to make at the request of the Security Trustee all such filings and registrations and to take all such other steps as may be necessary in connection with the creation, perfection, protection or maintenance of any security which it may, or may be required to, create in connection with the Debenture.*

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Negative Pledge

By Clause 7.1 of the Debenture, the Chargor has undertaken not to create or permit to subsist any encumbrance other than a Permitted Encumbrance on or over all or any part of the Charged Property, otherwise than in favour of the Security Trustee as trustee for the Beneficiaries or with the prior written consent of the Security Trustee.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 4
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

03092897

Name of Company

METRO SOUTH WALES (the "Chargor")

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete
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- (iii) *any encumbrance created with the prior written consent of the Agent acting on the instructions of an Instructing Group provided that the aggregate amount, or the maturity of, the obligation secured thereby is not thereafter increased or extended except with such consent;*
- (iv) *any encumbrance arising by way of retention of title to goods by the supplier of such goods, where such goods are purchased by any Obligor in the ordinary course of business subject to retention of title;*
- (v) *hire purchase, leases (including finance leases), deferred purchase arrangements and like arrangements if, and insofar as, they are permitted by the Facilities Agreement;*
- (vi) *any banker's lien, right of set-off or contractual netting arrangement and whether arising by operation of law or in the ordinary course of commercial banking transactions;*
- (vii) *any encumbrance arising pursuant to an order of attachment or injunction restraining the disposal of assets or similar legal process arising in connection with court proceedings which will promptly be contested by the relevant Obligor in good faith and with due diligence;*
- (viii) *any encumbrance over any assets or revenues or any share capital of a Project Company created in connection with Permitted Project Borrowings;*
- (ix) *any encumbrance over any cash deposited as security for any Obligor's liability in respect of any bond, guarantee, standby letter of credit or similar instrument required in the ordinary course of business;*
- (x) *any other encumbrance provided that the aggregate principal amount for the time being secured by all encumbrances that would not be permitted to subsist but for this paragraph (x) does not on any day exceed £5,000,000 (or its equivalent in other currencies);*
- (xi) *any encumbrance created in substitution for any encumbrance permitted pursuant to this definition (other than those permitted pursuant to paragraph (x)) provided that the substituted encumbrance is over the same asset and the principal amount secured does not exceed the principal amount secured on such asset prior to the substitution;*
- (xii) *any encumbrance arising over any real property under or in connection with a Site Development Contract; and*
- (xiii) *until such time as the loan referred to in paragraph (b) of the definition of "Permitted Indebtedness" has been discharged in accordance with the requirements of Clause 2.3 of the Facilities Agreement, the security granted to secure the obligations of the obligors thereunder;*

"Permitted Indebtedness" means:

- (i) *any Subordinated Debt;*
- (ii) *any other indebtedness for borrowed money:*
 - (a) *to the extent covered by a letter of credit or guarantee made available under the Facilities Agreement;*

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Particulars of a mortgage or charge (continued)

Continuation sheet No 5
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

03092897

Name of Company

METRO SOUTH WALES (the "Chargor")

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

- (b) arising as a result of any guarantees, indemnities, standby letters of credit, bonds or similar instruments issued at the request of any Obligor and given in the ordinary course of and for the purposes of the business;
 - (c) under any finance lease, hire purchase and conditional sale agreements in relation to which the maximum aggregate liability on the final termination date of such leases or agreements would not exceed, in aggregate £5,000,000 (or its equivalent in other currencies);
 - (d) incurred by one Obligor to another Obligor; or
 - (e) in an aggregate principal amount for the Obligors as a whole not exceeding £7,500,000 (or its equivalent in other currencies);
- (iii) Permitted Project Borrowings; and
- (iv) until such time as the loan advanced pursuant to the facility agreement dated 28 March 1996 between, inter alia, the Original Borrower, Chase Manhattan plc (then known as Chase Investment Bank Limited), The Chase Manhattan Bank and the financial institutions specified therein has been discharged in full in accordance with the requirements of Clause 2.3 of the Facilities Agreement, such loan;

"Permitted Project Borrowings" means Project Borrowings, the principal amount of which, in aggregate, do not exceed £35,000,000;

"Principal Guarantor" means NTL (UK) Group Inc., a company incorporated in Delaware;

"Principal Property" means in relation to the Chargor all Real Property specified in the First Schedule of the Debenture (as attached hereto) or thereafter belonging to the Chargor and designated as Principal Property pursuant to Clause 5.7 of the Debenture;

"Project Borrowings" means any indebtedness for borrowed money incurred by a Project Company:

- (a) where the liabilities of such Project Company in respect of such indebtedness for borrowed money are not directly or indirectly the subject of a guarantee, indemnity or any other form of assurance, undertaking or support from any member of the UK Group; or
- (b) in respect of which the person or persons making such indebtedness for borrowed money available to such Project Company has/have no recourse whatsoever to any member of the UK Group for the repayment of or payment of any sum relating to such indebtedness for borrowed money other than to any member of the UK Group which is the beneficial owner of any shares of such Project Company and then only to the extent that such member of the UK Group has granted security over such shares beneficially owned by it; or
- (c) which an Instructing Group shall have agreed in writing to treat as Project Borrowings for the purposes of the Facility Documents;

"Project Company" means a subsidiary of the Principal Guarantor which is a single purpose company, partnership or other legal person the creditors of which have no recourse to any members of the UK Group in respect of any indebtedness for borrowed money of that subsidiary or any of its subsidiaries (other than to any member of the UK Group which is the beneficial owner of any shares of such Project Company, to the extent that such member of the UK Group has granted security over such shares beneficially owned by it);

"Properties" means the properties owned or leased by members of the UK Group;

(See Continuation Sheet 6, Page 2)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 6
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

03092897

Name of Company

METRO SOUTH WALES (the "Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Real Property" means, in relation to the Chargor, all estates and other interests in freehold, heritable, leasehold and other immovable property wheresoever situate belonging to the Chargor at the date of the Debenture or thereafter, and all buildings, trade and other fixtures, fixed plant, machinery, equipment, installation and apparatus from time to time on any such freehold, leasehold and other immovable property and any reference to the "Real Property" shall be taken to refer to the whole or any part or parts of any property comprised therein at any time;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property (individually or together with any other or additional persons appointed or substituted as receiver, receiver and manager or administrative receiver);

"Security" means the security from time to time constituted by or pursuant to the Debenture;

"Security Documents" means the Debenture, the Standard Security and any other agreement or document pursuant to which any Obligor creates any security interest in favour of the Security Trustee;

"Security Trust Agreement" means the security trust agreement dated 17 October 1997 between the Security Trustee, the Agent, the Banks and the Company;

"Site Development Contract" means any contract entered into between any Obligor and a customer pursuant to which either:

- (a) such Obligor finances the construction and development of any property for use by such customer and pursuant to which such customer has the right to purchase such property; or*
- (b) such Obligor constructs and develops a property for use by such customer at the expense of such customer;*

"Special Accounts" means such separate and denominated account or accounts with the Security Trustee or such other bank or banks as may from time to time be specified in writing by the Security Trustee as the account or accounts into which the proceeds of the getting in or the realisation of the Claims are to be paid;

"Standard Securities" means the first ranking fixed security over the Principal Properties located in Scotland given or to be given by Transcommunications and CableTel UK Limited in favour of the Security Trustee;

"Standby LC" means the Existing LCs and any standby letter of credit issued or to be issued by the Issuer under the Facility substantially in the form set out in the Twelfth Schedule to the Facilities Agreement or such other form as may from time to time be agreed between the Company, the Issuer and the Agent;

"Subordinated Debt" means any loan made by any person to the Principal Guarantor which has been subordinated to Loan on the terms of the Subordination Deed;

"Subordination Deed" means the subordination deed dated 17 October 1997, pursuant to which the indebtedness identified therein and made by any member of the US Group to the Principal Guarantor is subordinated to the Principal Guarantor's obligations thereunder;

"Successor" in relation to a party means an assignee or successor in title of such party or any person who, under the law of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of such party under the Facilities Agreement or to which under such laws the same has been transferred;

"Tangible Movable Property" means, in relation to the Chargor, all plant and machinery and all other chattels now or at any time hereafter belonging to the Chargor (excluding any of the same for the time being forming part of its stock in trade or work in progress); and

"Transcommunications" means National Transcommunications Limited, a limited liability company incorporated in England and Wales with Company Number 2487597;

(See Continuation Sheet 7, Page 2)

Please do not
write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 7
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

03092897

Name of Company

METRO SOUTH WALES (the "Chargor")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Transferee" means, in relation to a Creditor, a permitted assignee or transferee in respect of all or part of such Creditor's rights and obligations under any of the Facility Documents or, in relation to the Agent, its permitted replacement as agent under the Facilities Agreement which, in either case, has executed and delivered to the Security Trustee a duly completed Accession Undertaking which has been countersigned by the Agent or, in the case of a replacement Agent, the outgoing Agent and by the Security Trustee;

"UK Group" means the Principal Guarantor and each of its subsidiaries (other than the Excluded Subsidiaries);

"US Group" means NTL Inc. and each of its subsidiaries which is not a member of the UK Group.

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

THE FIRST SCHEDULE TO THE DEBENTURE

Part 1 - Principal Property in England and Wales

A. Registered Land

(Freehold or leasehold property (if any) in England and Wales of which the Chargor(s) is/are registered as the proprietor(s) at H.M. Land Registry)

County and District/ London Borough	Description of Property	Title Number
London Borough of Croydon	All that freehold land situate at Beaulieu Heights, South Norwood Hill, Croydon as the same is registered with Title Absolute	SGL545527
London Borough of Croydon	All that freehold land to the north east side of South Norwood Hill as the same is registered with Title Absolute	SGL591744
Bolton, Greater Manchester	All that freehold land lying to the north east of Georges Lane, Horwich as the same is registered with Title Absolute	GM173937
Bolton, Greater Manchester	All that freehold land lying to the south west of Television Station, Winter Hill, Bolton as the same is registered with Title Absolute	GM591465
Bolton, Greater Manchester	All that freehold land being the sites of three stay blocks lying to the south east of the Television Station, Winter Hill, Bolton as the same is registered with Title Absolute	GM380175

B. Unregistered Land

(Freehold or leasehold property (if any) in England and Wales
title to which is not registered at H.M. Land Registry
of which the Chargor(s) is/are the owner(s))

Emley Moor

All that land situate at Emley Moor, Emley near Wakefield, Yorkshire more particularly described in and conveyed by the following Conveyances:-

1. a Conveyance dated 27th April 1956 made between Elsie Hansen (1) and Independent Television Authority (2) but excepting therefrom all that land conveyed by and shown edged in red on the plan attached to a Conveyance dated 17th April 1978 and made between Independent Broadcasting Authority (1) and The Right Honourable George Halifax Baron Savile (2)
2. a Conveyance dated 10th March 1964 made between Elsie Hansen (1) and Independent Television Authority (2) and coloured pink on the plan attached to that Conveyance but excepting therefrom all that land conveyed by and shown edged pink on the plan attached to a Conveyance dated 19th March 1973 and made between Independent Television Authority (1) and Jack Hurst (2)
3. a Conveyance dated 9th March 1967 made between Eric Selwyn Mountain and Marian Mountain (1) and Independent Television Authority (2) but excepting therefrom all that land conveyed by and shown edged in red on the plan attached to a Conveyance dated 5th August 1970 and made between Independent Television Authority (1) and Jack Hurst (2) and also excepting therefrom all that land conveyed by and shown edged in brown on the plan attached to a Conveyance dated 17th April 1978 and made between Independent Broadcasting Authority (1) and The Right Honourable George Halifax Baron Savile (2)
4. a Conveyance dated 31st May 1967 made between Fred Kaye (1) and Independent Television Authority (2) but excepting therefrom all that land conveyed by and shown edged in brown on the plan attached to a Conveyance dated 17th April 1978 and made between Independent Broadcasting Authority (1) and The Right Honourable George Halifax Baron Savile (2)
5. a Conveyance dated 17th May 1968 made between Joseph Gregson (1) and Independent Television Authority (2)
6. a Conveyance dated 26th January 1970 made between The Right Honourable George Halifax Baron Savile (1) and Independent Television Authority (2) and edged red on the plan attached to the Conveyance but excepting therefrom all that land conveyed by and shown edged in blue in the plan attached to a Conveyance dated 17th April 1978 made between Independent Broadcasting Authority (1) and The Right Honourable George Halifax Baron Savile (2)

Lichfield

All that parcel of freehold land forming part of Common Barn Farm situate in the Parish of Hints in the County of Stafford containing 10.258 acres or thereabouts and all that piece or parcel of land being part of the Common Barn Farm aforesaid containing 0.117 acres or thereabouts comprised in a Conveyance dated 20 January 1956 and made between (1) Frank Howard Johnson (1) Neville Frank Paddock and Roy Anthony Paddock (3) District Bank Limited (4) Hinkley Permanent Building Society (5) National Provincial Bank Limited and (6) Independent Television Authority.

All those pieces of unregistered land containing by estimation 22.83 acres or thereabouts situate in the parishes of Swinfen Packington and Wigginton near Tamworth Staffordshire, comprised in a Conveyance dated 19 January 1959 and made between (1) Ashwood, Silvester and Henson and (2) Independent Television Authority excluding that part of such land as was comprised in a Conveyance dated 15 May 1967 made between (1) Independent Television Authority and (2) Frank Silvester and Florence Mary Elizabeth Silvester excluding that part of such land as was comprised in a conveyance dated 15 May 1967 and made between (1) The Independent Television Authority and (2) Frank Silvester and Florence Mary Elizabeth Silvester.

All that piece or parcel of land at Common Barn Farm containing one and a half acres or thereabouts and being the northerly Enclosure 292 on the then current edition of the O.S. map comprised in a Conveyance dated 8 July 1959 made between (1) Albert Frank Johnson (2) District Bank Limited and (3) Independent Television Authority .

Moel-y-Parc

All that land and buildings including pumping house known as Moel-y-Parc, Ysceifiog, Flint, Clwyd, Wales comprised in a Conveyance dated 18 March 1964 made between (1) Hugh Evan Price Owen and Florence Owen and (2) Independent Television Authority.

All that land at Moel-y-Parc, Ysceifiog, Flint, Clwyd, Wales comprised in a Conveyance dated 6 November 1964 made between (1) Hugh Evan Price Owen and Florence Owen and (2) Independent Television Authority.

Ridge Hill

All that land situate in the parish of Much Marcle, Hertfordshire, comprised in a Conveyance dated 5th April 1967 and made between Noel Arthur Goodwin, Margaret Elizabeth Goodwin and William Thomas Philip Goodwin (1) Williams Edward Huff (2) Independent Television Authority (3).

Stockland Hill

All those pieces or parcels of land comprising 15 acres or thereabouts situate at Ridge Cross in the Parish of Stockland in Devonshire being enclosures numbers part 1527, 1529 and parts 1526 and 1531 on the Ordnance Survey Map of the said Parish comprised in a Conveyance dated 14 June 1960 made between Francis Parris (1) and Independent Television Authority (2) and shown edged and coloured blue and yellow on the plan attached to the said Conveyance.

St Hilary

All those four pieces or parcels of land situate in the parish of Llanblethian Glamorgan being formally part of Hollybush Farm and numbered 393 399 400 and 400A on O.S. map (1919 edition) for the said parish being 27 acres and 3 roods 39 perches or thereabouts comprised in a Conveyance dated 16 May 1957 and made between (1) Ivor Treharne and (2) Independent Television Authority.

Guildford

All that leasehold land and buildings known as Units 2 and 3 Guildford Industrial Estate Middleton Road Guildford as demised by a lease dated 7 January 1994 between Midland Bank Pension Trust Limited (1) CableTel (UK) Limited (2) and International CableTel Incorporated (3) as the same is registered at HM Land Registry with title absolute under title number SY40470.

Unit 11 Shaw Park Huddersfield

All that leasehold land and buildings known as Unit 11 Shaw Park Aspley Huddersfield West Yorkshire as demised by an underlease dated 6 February 1995 between Shaws (Huddersfield) Limited (1) and CableTel Kirklees (2) (as amended and varied by a supplemental underlease dated 22 May 1995 and a further supplemental underlease dated 19 May 1997 and in each case made between the same parties).

Unit 12 Shaw Park Huddersfield

All that leasehold land and buildings known as Unit 12 Shaw Park Aspley Huddersfield West Yorkshire as the same is demised by an underlease dated 1 August 1995 and made between Shaws (Huddersfield) Limited (1) and CableTel Kirklees (2).

Luton

All that leasehold land and buildings situate to the west of Duke Street Luton Bedfordshire as demised by a lease dated 22 December 1995 between Minchesta Limited (1) CableTel Bedfordshire Limited (2) and International CableTel Incorporated (3).

Unit 29 Portmanmoor Road Atlantic Wharf Cardiff

All that freehold land known as 29 Portmanmoor Road Industrial Estate Atlantic Wharf Cardiff as the same is registered at HM Land Registry with title absolute under title number WA719526.

Winter Hill

All that piece of land situate at Winter Hill Rivington Lancashire containing four decimal point four acres (4.4) or thereabouts shown coloured red on the plan attached to a lease of the said land made between The Lord Mayor Aldermen and Citizens of the City of Liverpool (1) and The Independent Television Authority (2) dated 7 September 1964 and as demised in a lease dated 31 December 1984 and made between North West Water Authority (1) and The Independent Television Authority (2) dated 7 September 1964 and as demised in a lease dated 31 December

1984 and made between North West Water Authority (1) and The Independent Broadcasting Authority (2)

Part 2 - Principal Property in Northern Ireland

A. Registered Land

(Freehold or Leasehold Property (if any) in Northern Ireland of which the Chargor(s) is/are registered or is/are entitled to be registered as the proprietor(s) at the Land Registry of Northern Ireland)

1. That part of the land situate in the Townland of Blackmountain comprising 23 acres 2 roods and 11 perches being the lands the subject of Folio 25305 County Antrim
2. That part of the lands situate in the Townland of Blackmountain comprising 3 roods 11 perch being the lands the subject of Folio 25373 County Antrim

B. Unregistered Land

(Freehold or Leasehold Property (if any) in Northern Ireland of which the Chargor(s) is/are not registered as the proprietor(s) at the Land Registry of Northern Ireland)

1. The freehold property comprising ALL the whinstone, blackstone, limestone and other stone whether opened or in working or not lying or being in or under that part of the lands at Blackmountain in the County of Antrim more particularly described in an Indenture of Conveyance dated 22nd April 1959 made between Blackmountain Quarries Limited of the one part and Independent Television Authority of the other part.
2. All that land situated at and known as Unit 3, Kennedy Way Industrial Estate, Blackstaff Road, Belfast comprised in a lease dated 11 June 1992 and made between the Department of Economic Development (1) and Delta Print and Packaging Limited (2).

Part 3 - Principal Property in Scotland

Blackhill

Dean Park Industrial Estate, Glasgow.

THE SECOND SCHEDULE TO THE DEBENTURE

(Details of Investments)

Name of Company	Issued Share Capital	Name of Shareholder(s)	Description and Number of Shares in Company Held by Shareholder(s)
CableTel Kirklees	2,041 ordinary shares of £1.00	CableTel West Riding Limited NTL (UK) Group, Inc	50 ordinary shares of £1.00. 1,991 ordinary shares of £1.00.
CableTel Glasgow	23,290,267 ordinary shares of £1.00;	CableTel Scotland Limited NTL (UK) Group, Inc.	6,796,816 ordinary shares of £1.00 16,493,451 ordinary shares of £1.00
CableTel Surrey and Hampshire Limited	1 ordinary share of £1.00	NTL (UK) Group, Inc	1 ordinary share of £1.00
CableTel Telecom Supplies Limited.	2 ordinary shares of £1.00	NTL (UK) Group, Inc	2 ordinary shares of £1.00
CableTel (UK) Limited	2 ordinary shares of £1.00	NTL (UK) Group, Inc.	2 ordinary shares of £1.00
Enablis Limited	2 ordinary shares of £1.00	NTL (UK) Group, Inc.	2 ordinary shares of £1.00
Secure Backup Systems Limited.	2 ordinary shares of £1.00	NTL (UK) Group, Inc.	2 ordinary shares of £1.00
CableTel Investments Limited	2 ordinary shares of £1.00	NTL (UK) Group, Inc.	2 ordinary shares of £1.00
Metro SouthWales Limited	214,286 ordinary shares of £0.01	CableTel SouthWales Limited	214,286 ordinary shares of £0.01
DTELS Limited	4 ordinary shares of £1.00	NTL Group Limited	4 ordinary shares of £1.00

Name of Company	Issued Share Capital	Name of Shareholder(s)	Description and Number of Shares in Company Held by Shareholder(s)
Prospectre Limited	401,000 ordinary shares of £1.00	National Transcommunications Limited	401,000 ordinary shares of £1.00
National Trans-communications Limited	30,000,100 ordinary shares of £1.00	NTL Group Limited	30,000,100 ordinary shares of £1.00
NTL Group Limited	5,243,153 new ordinary shares of US\$0.10; 5,378,375 ordinary shares of £0.01	NTL Investment Holdings Limited	5,243,153 new ordinary shares of US\$0.10 5,378,375 ordinary shares of £0.01
NTL Investment Holdings Limited	3 ordinary shares of £1.00	NTL (UK) Group, Inc	3 ordinary shares of £1.00
CableTel Herts and Beds Limited.	398,596 ordinary shares of £1.00	Columbia Management Limited NTL (UK) Group, Inc	6,200 ordinary shares of £1.00 392,396 ordinary shares of £1.00
CableTel North Bedfordshire Limited.	302 ordinary shares of £0.01	NTL (UK) Group, Inc	302 ordinary shares of £0.01
Columbia Management Limited.	200 ordinary shares of £1.00	NTL (UK) Group, Inc	200 ordinary shares of £1.00
CableTel Central Hertfordshire Limited.	53,266 ordinary shares of £1.00	Columbia Management Limited NTL (UK) Group, Inc	1,005 ordinary shares of £1.00 52,261 ordinary shares of £1.00
CableTel Hertfordshire Limited.	302 ordinary shares of £0.01	NTL (UK) Group, Inc	302 ordinary shares of £0.01
Chamber Online Limited.	2 ordinary shares of £1.00	NTL Internet Limited	2 ordinary shares of £1.00

Name of Company	Issued Share Capital	Name of Shareholder(s)	Description and Number of Shares in Company Held by Shareholder(s)
NTL Internet Limited.	2 ordinary shares of £1.00	NTL (UK) Group, Inc	2 ordinary shares of £1.00
CableTel West Riding Limited	2 ordinary shares of £1.00	NTL (UK) Group, Inc	2 ordinary shares of £1.00
CableTel West Glamorgan Limited.	852,825 ordinary shares of £1.00	CableTel South Wales Limited	852,825 ordinary shares of £1.00
CableTel Scotland Limited.	91,511,049 ordinary shares of £0.05	NTL (UK) Group, Inc. CableTel Glasgow	83,533,237 ordinary shares of £0.05 7,977,812 ordinary shares of £0.05
CableTel Newport.	150,150,000 ordinary shares of £0.10	NTL (UK) Group, Inc NTL Incorporated	142,633,750 ordinary shares of £0.10 7,516,250 ordinary shares of £0.10
Metro Hertfordshire Limited.	214,286 ordinary shares of £0.01	CableTel Central Hertfordshire Limited	214,286 ordinary shares of £0.01
CableTel Northern Ireland Limited	2 ordinary shares of £1.00	NTL (UK) Group, Inc.	2 ordinary shares of £1.00
CableTel South Wales Limited	100,002 ordinary shares of £1.00	CableTel Newport Richard J Lubasch	100,001 ordinary shares of £1.00 1 ordinary share of £1.00