

M

COMPANIES FORM No. 395

B. 704321 £10

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[3]

FC23130

Name of company

* ntl UK CableComms Holdings, Inc.

Date of creation of the charge

27 September 2001

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

Share Charge Agreement relating to the shares in the companies listed in Schedule 2 thereof (the "Share Charge") made between the Company and Chase Manhattan International Limited as second security trustee for the Secured Parties (the "Second Security Trustee")

Amount secured by the mortgage or charge

(To be read in conjunction with Schedule 2 hereto). All obligations at any time due, owing or incurred by any Obligor to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) (the "Secured Obligations").

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

Chase Manhattan International Limited of 125 London Wall, London EC2Y 5AJ as security trustee for the Secured Parties on the terms and conditions set out in the Second Security Trust Agreement

Postcode

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

Weil Gotshal & Manges
One South Place
London
EC2M 2WG

Tel: 020 7903 1000

Time critical reference

MPN/47660.1993 303150/01

For official Use
Mortgage Section



P7D8Y00F

PMO
COMPANIES HOUSE
COMPANIES HOUSE
LUD
COMPANIES HOUSE

0192
5 1901
UB/1
12/10/01
05/10/01

Note
comment box
Non-Perf.

(To be read in conjunction with Schedule 2 hereto). By executing the Share Charge as security for the payment and discharge of all of the Secured Obligations, the Company, as legal and beneficial owner (subject to the Share Charge Agreement), charged, with full title guarantee and by way of second fixed charge, in favour of the Second Security Trustee as trustee for the Secured Parties:

(1) the shares more particularly described in Schedule 1 hereto and all other shares in a member of the UK Group held by, to the order or on behalf of the Company at any time; and

(2) in respect of the shares described in (1) above owned by the Company, all dividends, interest and other monies payable in respect of such shares and all other rights, benefits and proceeds in respect of or derived from such shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise)

(together, the "Charged Portfolio").

(continued)

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)

N7

Signed Weil, Gotshal + Manges Date 5 October 2001

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

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

CHFP025

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

Company Number

FC23130

Name of Company

ntl UK CableComms Holdings, Inc.

~~limited~~*

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

The Share Charge contains covenants for further assurance.

Under the Share Charge, the Company undertakes that at no time during the subsistence of the security constituted by or pursuant to the Share Charge will the Company, otherwise than:

(a) in favour of the Second Security Trustee as trustee for the Secured Parties;

(b) under the Share Charge Agreement or any other document executed pursuant to the Share Charge Agreement; or

(c) with the Second Security Trustee's prior written consent,

assign, transfer, dispose of, forfeit or create, grant, extend or permit to subsist any Encumbrance, on or over, the benefit of all or any part of its rights under all or any part of its Charged Portfolio. The foregoing prohibition shall apply not only to Encumbrances which rank or purport to rank in priority to the security created by the Share Charge, but also to Encumbrances which rank or purport to rank pari passu to the security created by the Share Charge.

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

NTL UK CABLECOMMS HOLDINGS, INC.

**SCHEDULE 1
DETAILS OF SHARES**

Name of company in which shares are held	Description and number of shares held	Share Certificate Number(s) if applicable
ntl Sideoffer Limited	11 deferred shares of £1.00 each	6
ntl Sideoffer Limited	11 warrant bearer ordinary shares of US\$0.01 each	Warrant Number 00/01
ntl Streetwarm Services Limited	9 deferred shares of £1.00 each 9 warrant bearer shares of US\$0.01 each	6 Warrant Number 00/02
ntl UK Telephone and Cable TV Holdings Company Limited	2 deferred shares of £1.00 each	7
ntl UK Telephone and Cable TV Holding Company Limited	2 warrant bearer shares of US\$1.00 each	Warrant Number 00/03

NTL UK CABLECOMMS HOLDINGS, INC.

**SCHEDULE 2
DEFINITIONS TO FORM m395**

"Acquisition" means the acquisition by NTL Holdings of the issued share capital of CWC Holdings.

"Acquisition Date" means the date on which the Acquisition is completed, being a date on or prior to 31 March 2001.

"Agent" Chase Manhattan International Limited as agent for the Banks.

"Arrangers" means J.P. Morgan plc and Morgan Stanley Dean Witter Bank Limited;

"Asset Passthrough" means a series of transactions, commencing with a transaction between NTL UK and a member of the UK Group, which may be followed by one or more similar transactions between various members of the UK Group, and culminating with a similar transaction between a member of the UK Group and a Final Asset Transferee, the purpose of which is to enable NTL UK to indirectly transfer assets to that Final Asset Transferee by way of transfers of those assets to and from (and, if necessary, between) one or more members of the UK Group in such a manner as to be neutral to the UK Group taken as a whole provided that:

- (a) the consideration payable (if any) by the first member of the UK Group to acquire such assets to NTL UK comprises either (i) cash funded or to be funded directly or indirectly by a payment from the Final Asset Transferee in connection with that series of transactions or (ii) Subordinated Funding;
- (b) if the Parent (having acquired such assets from NTL UK) transfers them on to another member of the UK Group, the consideration payable by such a member of the UK Group comprises either (i) cash funded or to be funded directly or indirectly by a payment from the Final Asset Transferee in connection with that series of transactions or (ii) Parent Funding;
- (c) the consideration payable by the Final Asset Transferee is equal to the consideration received or receivable by NTL UK;
- (d) the consideration payable by each member of the UK Group participating in such a series of transactions is equal in value;
- (e) all of the transactions comprising such a series of transactions (from and including the transfer of the assets by NTL UK to and including the acquisition of those assets by the Final Asset Transferee) are completed within two Business Days; and
- (f) upon completion of all of the transactions comprising such a series of transactions, no person (other than another member of the UK Group) has any recourse to any member of the UK Group in relation to such a series of transactions (other than in respect of (i) the Subordinated Funding mentioned in paragraph (a) above and (ii) covenants as to title provided in favour of the Final Asset Transferee on the same terms as such covenants provided in favour of the Company outside the UK Group which initiates the asset passthrough in respect of the relevant assets).

"Assigned Debt" means any loan made by the Parent to any other member of the UK Group, where on and after the Pushdown Date the Parent's rights in respect of any such loan which is outstanding on or after the Pushdown Date have been assigned to the Security Trustee and the Second Security Trustee pursuant to the Parent Intra-Group Loan Assignment and the Second Parent Intra-Group Loan Assignment (but without prejudice to the ability to make or repay such a loan prior to the Pushdown Date).

"Bank" means a Revolving Bank or a Term Bank.

"Business Day" means a day (other than a Saturday or Sunday) which is not a public holiday and on which banks are open for general business in both London and New York.

"Charged Property" means all the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Security.

"Credit Agreement" means the credit agreement made on 30 May 2000, between the Parent and, the Pre-Novation Borrower as borrower, NTL CC, the Agent, the Arrangers and the Revolving Banks, as amended or waived pursuant to a letter dated 6 June 2000 from the Agent to the Parent, the Pre-Novation Borrower and the CWC Parent, amendment agreements dated 8 June 2000, 30 June 2000 and 4 September 2000 between certain parties to the Restatement Amendment Agreement letters dated 22 December 2000 and 29 January 2001 from the Agent to the Parent, the Pre-Novation Borrower and the CWC Parent, a novation agreement dated 21 February 2001 whereby the Pre-Novation Borrower novated all its rights and obligations to the Post-Novation Borrower and as amended and restated by the Restatement Amendment Agreement.

"CWC Holdings" means Cable & Wireless Communications (Holdings) plc, a company incorporated in England and Wales with company number 3922682.

"CWC Holdings Capital Reduction" means the reduction in the share capital of CWC Holdings occurring prior the Acquisition by NTL Incorporated (formerly NTL Holdings Incorporated) of the issued share capital of Cable & Wireless (Holdings) plc.

"CWC Holdings Intra-Group Loan Assignment" means the assignment in the agreed form executed or to be executed by CWC Holdings in favour of the Security Trustee, assigning CWC Holding's rights in respect of loans made or to be made by it to the Target and other members of the Target Group.

"CWC Holdings Share Charge" means the share charge in agreed form executed or to be executed by CWC Holdings in favour of the Security Trustee relating to the issued share capital of the Target.

"CWC Parent" means CWC Holdings, once such has acceded to the Credit Agreement as the CWC Parent in accordance with Clause 38.4 (*Accession of CWC Parent*) of the Credit Agreement.

"CWC Consumer Co Business" means the residential cable, business cable, indirect residential telephony, residential internet and digital television development and services businesses owned and operated by the Target and its subsidiaries.

"Debenture" means the debentures, in the agreed forms, executed or to be executed in connection herewith, creating first ranking (or, in the case of the Second Security Documents, second ranking (ranking only behind the first ranking security created pursuant to the Security

Documents)) fixed and floating charges over the whole of the assets and undertaking of the entity party thereto as Obligor save to the extent that such assets include:

- (a) shares or any other interests in or assets of a Project Company;
- (b) shares in a Target Group Excluded Subsidiary or shares in a UK Group Excluded Subsidiary;
- (c) shares in Cable Guide Limited; or
- (d) in respect of CableTel Limited, CableTel Investments Limited, Maza Limited, Northampton Cable Limited and Herts Cable Limited, assets which are used by or the interests in either of the Telecential Partnerships where the terms of the partnership deeds relating thereto prohibit the granting of security over those interests or assets or the granting of such security could reasonably be expected to result in a breach of a fiduciary duty.

and includes, where the context so admits, any further or supplemental charge or security granted pursuant thereto.

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

"Dormant Subsidiary" means, at any time, any subsidiary of the Parent or the CWC Parent which is "dormant" as defined in Section 250(3) of the Companies Act 1985.

"Encumbrance" means (a) a mortgage, standard security, charge, pledge, lien or other encumbrance 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 discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect.

"Execution Date" means 30 May 2000.

"Final Asset Transferee" means the member of the Group, other than a member of the UK Group, who is the final transferee in respect of a transfer from NTL UK, through one or more members of the UK Group.

"Finance Documents" means the Credit Agreement, any borrower accession memorandum delivered under the Credit Agreement, any guarantor accession memorandum delivered under the Credit Agreement, the letters referred to in Clause 26.6 (*Agency and Other Fees*) of the Credit Agreement, any Hedging Agreement, the Security Documents, the Second Security Documents, the Security Trust Agreement, the Second Security Trust Agreement, the NTL UK Revolving Bank Subordination Agreement, the NTL UK Term Bank Subordination Agreement, the NTL Subordination Agreement, any Subordination Agreement and any other document designated as such by the Agent and the Relevant Obligor.

"Finance Parties" means, at any time, the Agent, the Arrangers, the First Security Trustee, the Second Security Trustee, the Banks and the hedge counterparties at such time.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) Indebtedness for Borrowed Money;
- (b) any documentary or standby letter of credit facility or performance bond facility;
- (c) any Hedging Agreement (and the amount of the Financial Indebtedness in relation thereto shall be calculated by reference to the mark-to-market valuation of such transaction at the relevant time); and
- (d) (without double counting) any guarantee or indemnity for any of the items referred to in paragraphs (a) to (c) above.

"First Security Trustee" Chase Manhattan International Limited as Security Trustee for the Finance Parties in respect of obligations arising under the Credit Agreement.

"Group" means NTL Holdings and its subsidiaries for the time being.

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

"Indebtedness for Borrowed Money" means 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 such instrument issued solely by way of consideration for the acquisition of assets where such an instrument is not issued for the purpose of raising finance);
- (d) any amount raised pursuant to any issue of shares which are expressed to be redeemable in cash (other than (i) shares redeemable after 31 December 2009 and (ii) redeemable shares issued by way of consideration for the acquisition of assets where such shares are not issued for the purpose of raising finance);
- (e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with generally accepted accounting principles in the relevant jurisdiction, be treated as a finance or capital lease;
- (f) the amount of any liability in respect of any advance or deferred purchase agreement if the primary reason for entering into such agreement is to raise finance;
- (g) receivables sold or discounted (other than on a non-recourse basis);
- (h) any agreement or option to re-acquire an asset if the primary reason for entering into such agreement or option is to raise finance;
- (i) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; and
- (j) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

"Initial Security" means the CWC Holdings Share Charge, the CWC Holdings Intra-Group Loan Assignment, the Pre-Novation Borrower Intra-Group Loan Assignment, the NTL Intra-Group Loan Assignment, the NTL Security Over Cash Agreement and the Pre-Novation Borrower Security Over Cash Agreement.

"Instructing Group" means, at any time, a Bank or Banks whose commitments amount (or, if each Bank's commitment has been reduced to zero, did immediately before such reduction to zero, amount) in aggregate to more than sixty-six and two thirds per cent. of the total commitments

"Intra-Group Loan Assignment" means each assignment in the agreed form executed or to be executed by a member of the NTL Holding Group in favour of the Security Trustee, assigning the assignor's rights in respect of loans made or to be made by it to the Pre-Novation Borrower or members of the Target Group.

"Intra-Group Loans" means all loans from time to time made by the Company to NTL Communications Limited.

"Licence" means each licence which is material to the conduct of the business of any member of the UK Group or, prior to the Pushdown Date, any member of the Target Group.

"Loan" means, at any time, the aggregate of the Revolving Loan and the Term Loan.

"NTL CC" means NTL Communications Corp.

"NTL CC Charged Account" means an account, bearing interest at a commercially reasonable rate in relation to the given circumstances, in the name of NTL CC over which first ranking security has been granted in favour of the Security Trustee pursuant to the NTL CC Security Over Cash Agreement and second ranking (ranking only behind the first ranking security created pursuant to the Security Documents) security has been granted in favour of the Second Security Trustee pursuant to the Second NTL CC Security Over Cash Agreement, into which members of the UK Group make deposits for the purpose of making certain permitted payments in accordance with paragraph (f) of the definition thereof.

"NTL CC Security over Cash Agreement" means the assignment and charge in the agreed form executed or to be executed by NTL CC in favour of the Security Trustee, assigning and charging NTL CC's rights in respect of sums deposited in the NTL CC Charged Account.

"NTL Charged Account" means an account, bearing interest at a commercially reasonable rate in relation to the given circumstances, in the name of NTL Inc. over which first ranking security has been granted in favour of the Security Trustee pursuant to the NTL Security Over Cash Agreement and over which, prior to the making of a payment into such account, second ranking (ranking only behind the first ranking security created pursuant to the Security Documents) security has been granted in favour of the Second Security Trustee pursuant to the Second NTL Security Over Cash Agreement, into which members of the UK Group or, prior to the Pushdown Date, the Pre-Novation Borrower or members of the Target Group make deposits for the purpose of making certain permitted payments in accordance with either paragraph (f) or paragraph (g) of the definition thereof.

"NTL Holding Group" means NTL Holdings and the Parent's other holding companies.

"NTL Holdings" means NTL Incorporated (formerly named NTL Holdings Incorporated), a company incorporated in Delaware which became the holding company of NTL Inc. with effect from the effective date of the CWC Holdings Capital Reduction.

"NTL Inc." means NTL (Delaware) Incorporated (formerly NTL Incorporated) a company incorporated in Delaware.

"NTL Intra-Group Loan Assignment" means the assignment in the agreed form executed or to be executed by NTL Inc. in favour of the Security Trustee, assigning NTL Inc.'s rights in respect of loans made or to be made by it to the Pre-Novation Borrower and members of the Target Group.

"NTL Subordination Agreement" means the subordination agreement in the agreed form between NTL Inc. as the lender, the Pre-Novation Borrower as borrower and the Security Trustee, pursuant to which, whilst sums remain outstanding under the Finance Documents, no payments of interest, repayments of principal or any other payments of any kind can be made in respect of indebtedness owed by the Pre-Novation Borrower and members of the Target Group to NTL Inc., save for certain permitted payments

"NTL Security Over Cash Agreement" means the assignment and charge in the agreed form executed or to be executed by NTL Inc. in favour of the Security Trustee, assigning and charging NTL Inc.'s rights in respect of sums deposited in the NTL Charged Account.

"NTL Triangle Sub-Group" means NTL Triangle LLC and its subsidiaries from time to time.

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

"NTL UK Intra-Group Loan Assignment" means the assignment in the agreed form executed by NTL UK on the Pushdown Date in favour of the Security Trustee, assigning NTL UK's rights in respect of loans made or to be made in respect of indebtedness owed by the Parent to NTL UK, save for certain permitted payments under the Credit Agreement.

"NTL UK Revolving Bank Subordination Agreement" means the subordination agreement in the agreed form between NTL UK as the lender, the Parent as the borrower and the Security Trustee, pursuant to which, whilst sums remain outstanding under the Finance Documents no payments of interest, repayments of principal or any other payments of any kind can be made in respect of indebtedness owed by the Parent to NTL UK, save for certain permitted payments under the Credit Agreement.

"NTL UK Term Bank Subordination Agreement" means the subordination agreement in the agreed form between NTL UK as the lender, the Parent as the borrower and the Second Security Trustee, pursuant to which, whilst sums remain outstanding under the Term Facility, no payments of interest, repayments of principal or any other payments of any kind can be made in respect of indebtedness owned by the Parent to NTL UK, save for certain permitted payments under the Credit Agreement.

"Obligors" Company Andover Cablevision Limited, Berkhamsted Properties & Building Contractors Limited, Bracknell Cable TV Limited, Cable Television Limited, Cable Thames Valley Limited, Cabletel (UK) Limited, Cabletel Cardiff Limited, Cabletel Central Hertfordshire Limited, Cabletel Hertfordshire Limited, Cabletel Herts and Beds Limited, Cabletel Investments Limited, Cabletel Limited, Cabletel Newport, Cabletel North Bedfordshire Limited, Cabletel Northern Ireland Limited, Cabletel Scotland Limited, Cabletel Surrey And Hampshire Limited, Cabletel Telecom Supplies Limited, Cabletel West Glamorgan Limited, Cabletel West Riding

Limited, Columbia Management Limited, Comtel Cable Services Limited, Comtel Coventry Limited, Digital Television Network Limited, DTELS Limited, Enablis Limited, Heartland Cablevision (UK) Limited, Heartland Cablevision II (UK) Limited, Lanbase European Holdings Limited, Lanbase Limited, Lichfield Cable Communications Limited, Maza Limited, Metro Hertfordshire Limited, Metro South Wales Limited, National Transcommunications Limited, NTL (Aylesbury and Chiltern) Limited, NTL (B) Limited, NTL (Broadland) Limited, NTL (Chichester) Limited, NTL (City & Westminster) Limited, NTL (County Durham) Limited, NTL (CRUK) Limited, NTL (CWC Holdings) Limited, NTL (CWC) Corporation Limited, NTL (CWC) Limited, NTL (CWC) Management Limited, NTL (CWC) NO. 2 Limited, NTL (CWC) NO. 3 Limited, NTL (CWC) NO. 4 Limited, NTL (CWC) Programming Limited, NTL (CWC) UK, NTL (Ealing) Limited, NTL (Eastbourne and Hastings) Limited, NTL (Fenland) Limited, NTL (Greenwich And Lewisham) Limited, NTL (Hampshire) Limited, NTL (Harrogate) Limited, NTL (Harrow) Limited, NTL (Kent) Limited, NTL (Lambeth and Southwark) Limited, NTL (Leeds) Limited, NTL (Norwich) Limited, NTL (Peterborough) Limited, NTL (South East) Limited, NTL (South London) Limited, NTL (Southampton and Eastleigh) Limited, NTL (Sunderland) Limited, NTL (Thamesmead) Limited, NTL (V) PLC, NTL (Wandsworth) Limited, NTL (Wearside) Limited, NTL (West London) Limited, NTL (Yorcan) Limited, NTL (York) Limited, NTL Acquisition Company Limited, NTL Bolton Cablevision Holding Company, NTL Business (Ireland) Limited, NTL Business Limited, NTL Cablecomms Bolton, NTL Cablecomms Bromley, NTL Cablecomms Bury and Rochdale, NTL Cablecomms Cheshire, NTL Cablecomms Derby, NTL Cablecomms East Lancashire, NTL Cablecomms Greater Manchester, NTL Cablecomms Group Plc, NTL Cablecomms Holdings NO. 1 Limited, NTL Cablecomms Holdings NO. 2 Limited, NTL Cablecomms Lancashire NO. 1, NTL Cablecomms Lancashire NO. 2, NTL Cablecomms Limited, NTL Cablecomms Macclesfield, NTL Cablecomms Manchester Limited, NTL Cablecomms Oldham and Tameside, NTL Cablecomms Solent, NTL Cablecomms Staffordshire, NTL Cablecomms Stockport, NTL Cablecomms Surrey, NTL Cablecomms Sussex, NTL Cablecomms Wessex, NTL Cablecomms West Surrey Limited, NTL Cablecomms Wirral, NTL Chartwell Holdings Limited, NTL Communications Limited, NTL Communications Services Limited, NTL Derby Cablevision Holding Company, NTL Equipment NO. 1 Limited, NTL Equipment NO. 2 Limited, NTL Glasgow, NTL Glasgow Holdings Limited, NTL Group Limited, NTL Holdings (Broadland) Limited, NTL Holdings (East London) Limited, NTL Holdings (Fenland) Limited, NTL Holdings (Leeds) Limited, NTL Holdings (Norwich) Limited, NTL Holdings (Peterborough) Limited, NTL Internet Limited, NTL Investment Holdings Limited, NTL Kirklees, NTL Kirklees Holdings Limited, NTL Limited, NTL Manchester Cablevision Holding Company, NTL Microclock Services Limited, NTL Milton Keynes Limited, NTL Networks Limited, NTL Partcheer Company Limited, NTL Sideoffer Limited, NTL Solent Telephone And Cable TV Company Limited, NTL South Central Limited, NTL South Wales Limited, NTL Streetunique Projects Limited, NTL Streetunit Projects Limited, NTL Streetusual Services Limited, NTL Streetvision Services Limited, NTL Streetvital Services Limited, NTL Streetwarm Services Limited, NTL Streetwide Services Limited, NTL Strikeagent Trading Limited, NTL Strikeamount Trading Limited, NTL Strikeapart Trading Limited, NTL Systems Limited, NTL Technical Support Company Limited, NTL Telecom Services Limited, NTL UK Telephone And Cable TV Holding Company Limited, NTL Westminster Limited, NTL Winston Holdings Limited, NTL Wirral Telephone and Cable TV Company, Oxford Cable Limited, Prospectre Limited, Scanners (Europe) Limited, Scanners Television Outside Broadcasts Limited, Secure Backup Systems Limited, Stafford Communications Limited, Swindon Cable Limited, Tamworth Cable Communications Limited, Vision Networks Services UK Limited, Wessex Cable Limited, X-Tant Limited, Chartwell Investors LP, NNS UK Holdings 1, Inc., NNS UK Holdings 2, Inc., North Cablecomms LLC, North Cablecomms Holdings, Inc., North Cablecomms Management, Inc., NTL Bromley Company, NTL Cablecomms Group, Inc., NTL Chartwell Holdings, Inc., NTL Chartwell Holdings 2, Inc., NTL North Cablecomms Holdings, Inc., NTL North Cablecomms Management, Inc., NTL Programming Subsidiary Company, NTL

Solent Company, NTL South Cablecomms Holdings, Inc., NTL South Cablecomms Management, Inc., NTL Surrey Company, NTL Sussex Company, NTL UK Cablecomms Holdings, Inc., NTL Wessex Company, NTL Winston Holdings, Inc., NTL Wirral Company, South Cablecomms Holdings, Inc., South Cablecomms LLC, South Cablecomms Management, Inc., Winston Investors LLC.

"Parent" means NTL Communications Limited.

"Parent Funding" means:

- (a) the subscription by the Parent for new equity capital of any other member of the UK Group; and
- (b) Assigned Debt.

"Parent Intra-Group Loan Assignment" means the assignment in the agreed form executed on the Pushdown Date by the Parent in favour of the First Security Trustee, assigning the Parent's rights in respect of loans made or to be made by it to other members of the UK Group.

"Post-Novation Borrower" NTL Investment Holdings Limited.

"Pre-Novation Borrower" means NTL Business Limited.

"Pre-Novation Borrower Charged Account" means an account, bearing interest at a commercially reasonable rate in relation to the given circumstances, in the name of the Pre-Novation Borrower over which security has been granted in favour of the Security Trustee pursuant to the Pre-Novation Borrower Security Over Cash Agreement and into which the Pre-Novation Borrower Investment is deposited.

"Pre-Novation Borrower Intra-Group Loan Assignment" means the assignment in the agreed form executed or to be executed by the Pre-Novation Borrower in favour of the Security Trustee, assigning the Pre-Novation Borrower's rights in respect of loans made or to be made by it to CWC Holdings.

"Pre-Novation Borrower Security Over Cash Agreement" means the assignment and charge in the agreed form executed or to be executed by the Pre-Novation Borrower in favour of the Security Trustee, assigning and charging the Pre-Novation Borrower's rights in respect of sums deposited in the Pre-Novation Borrower Charged Account.

"Pre-Novation Borrower Investment" means the cash invested by NTL Inc. in the Pre-Novation Borrower on or before the Acquisition Date, such an investment being made by way of Subordinated Funding.

"Project Company" means a subsidiary of the Parent or, prior to the Pushdown Date, the CWC Parent (or a person in which a subsidiary of the Parent, prior to the Pushdown Date, the CWC Parent has an interest), which has a special purpose and whose creditors have no recourse to any member of the UK Group or, any member of the Target Group in respect of any Financial Indebtedness of that person or any of its subsidiaries (other than recourse to any member of the UK Group or, as the case may be, any member of the Target Group who has granted security over its shares or other interest in such a Project Company beneficially owned by it provided that such recourse is limited to the realisation of such security).

"Pushdown" means:

- (a) the release by the Pre-Novation Borrower of indebtedness owed to it by CWC Holdings and the release by the Security Trustee of the Initial Security and all guarantees and security created in its favour by any member of the Target Group pursuant to Clause 23.17 (*Post-Acquisition Date Security*) of the Credit Agreement in consideration for the issue by CWC Holdings of preference shares to the Pre-Novation Borrower, subject to the security referred to in paragraph (h) below being granted on the same day as such release;
- (b) capitalisation of all intra-group indebtedness owed by CWC Holdings;
- (c) (if necessary) the issue of preference shares by CWC Holdings to NTL Inc. in consideration for the assignment to CWC Holdings of the benefit of indebtedness owed by members of the Target Group to NTL Inc. and the subsequent contribution of such preference shares to the Pre-Novation Borrower in consideration for the issue of ordinary shares in the Pre-Novation Borrower to NTL Inc.;
- (d) the novation of the obligations of the Pre-Novation Borrower under the Credit Agreement to the Post-Novation Borrower as consideration for the transfer by the Pre-Novation Borrower to the Post-Novation Borrower of all the preference shares of CWC Holdings issued to it pursuant to paragraph (a) above;
- (e) the transfer of the ordinary shares in CWC Holdings held by NTL Holdings to NTL Group Limited, by way of a series of equity contributions between the NTL Holding Group, the Parent, the Post-Novation Borrower and NTL Group Limited;
- (f) the transfer of the shares in the Pre-Novation Borrower held by NTL Inc. to the Post-Novation Borrower by way of a series of equity contributions between the NTL Holding Group, the Parent and the Post-Novation Borrower;
- (g) filing a United States of America "check-the-box" election in respect of the Pre-Novation Borrower;
- (h) the granting of the UK Group Security and the Target Group Security by the relevant members of the UK Group and the Target Group to secure the Post-Novation Borrower's (and any other Borrowers') obligations hereunder;
- (i) the re-registration of CWC Holdings as an unlimited liability company; and
- (j) the reduction in the share capital by CWC Holdings by way of special resolution cancelling its preference shares and replacing them with debt

as amended by the letter of consent dated 29 January 2001 from the Agent to the Parent, the CWC Parent and the Pre-Novation Borrower.

"Pushdown Date" means the date upon which the Pushdown is completed.

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

"Relevant Obligor" means :

- (a) prior to the accession of CWC Holdings as the CWC Parent in accordance with Clause 38.4 (*Accession of CWC Parent*) of the Credit Agreement, the Pre-Novation Borrower;

- (b) after CWC Holdings has acceded to the Credit Agreement as the CWC Parent in accordance with Clause 38.4 (*Accession of CWC Parent*) of the Credit Agreement, but prior to the Pushdown Date, the CWC Parent; and

after the Pushdown Date, the Parent.

"Restatement Amendment Agreement" means the amendment and restatement agreement to the Credit Agreement dated on or about the date of the Second Debenture among NTL Communications Limited as Parent, NTL Investment Holdings Limited as Post-Novation Borrower, NTL Communications Corp. as NTL CC, J.P. Morgan plc and Morgan Stanley Dean Witter Bank Limited as Arrangers and joint book managers, Chase Manhattan International Limited as Agent, Security Trustee and Second Security Trustee, the Term Banks and the financial institutions named therein as the other Banks.

"Revolving Advance" means an advance made or to be made by the Revolving Banks under the Revolving Facility.

"Revolving Banks" means:

- (a) The Chase Manhattan Bank, Morgan Stanley Dean Witter Bank Limited, Morgan Stanley Senior Funding, Inc., Bank of America, N.A., BNP Paribas, CIBC World Markets plc, Citibank, N.A., The Royal Bank of Scotland plc, Deutsche Bank AG London, Banca Commerciale Italiana S.p.A., London Branch, The Bank of Nova Scotia, Bankgesellschaft Berlin AG, The Governor and Company of the Bank of Scotland, Bayerische Landesbank Girozentrale acting through its London Branch, Crédit Lyonnais, Fortis Bank S.A./N.V., HSBC Bank plc, Westdeutsche Landesbank Girozentrale, Morgan Guaranty Trust Company of New York, Abbey National Treasury Services plc, Bayerische Hypo- und Vereinsbank AG, London Branch, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A. (trading as Rabobank International, London Branch), Dresdner Bank AG London Branch, Lloyds TSB Bank plc, The Dai-Ichi Kangyo Bank, Limited, Fleet National Bank, Crédit Agricole Indosuez, Crédit Industriel et Commercial, The Bank of Tokyo-Mitsubishi, Ltd., Barclays Bank PLC, IBM United Kingdom Financial Services Limited, Natexis Banques Populaires (London Branch), ABC International Bank Plc, The Governor and Company of the Bank of Ireland, N M Rothschild & Sons Ltd, The Sumitomo Trust & Banking Co. Ltd, Singer & Friedlander Limited;
- (b) any vendor finance provider which has become a party to the Credit Agreement as a Revolving Bank in accordance with Clause 5.5 (*Accession of the Vendor Finance Providers*) of the Credit Agreement; or
- (c) the financial institution which has become a party to the Credit Agreement as a Revolving Bank in accordance with Clause 35.4 (*Assignments by Banks*) of the Credit Agreement or Clause 35.5 (*Transfers by Banks*) of the Credit Agreement,

and which has not ceased to be a party to the Credit Agreement in accordance with its terms.

"Revolving Facility" means the revolving loan facility granted to the borrowers in the Credit Agreement in an aggregate principal amount of £2,500,000,000 as the same may be increased from time to time pursuant to Clause 5.4 (*Increase of the Revolving Facility*) of the Credit Agreement.

“Revolving Loan” means, at any time, the aggregate principal amount of the outstanding Revolving Advances at such time.

“Second Caxton Sale” means the transfer of Caxton Holdings Limited by Cable & Wireless Communications Holdings plc to Cable & Wireless (UK) Holdings plc in part satisfaction of the CWC Holdings Capital Reduction.

“Second Debenture” means the Debenture executed or to be executed by the chargors (as listed and defined therein) and the Second Security Trustee creating second ranking (ranking only behind the first ranking security created pursuant to the Security Documents) fixed and floating charges over substantially the whole of the assets and undertaking of such Chargors, in favour of the Second Security Trustee to hold for the benefit of the Term Banks, the Agent and itself.

“Second Indenture of Mortgage” means the second ranking (ranking only behind the first ranking security created pursuant to the Security Documents) fixed security over certain properties situated in Northern Ireland duly executed and delivered by National Transcommunications Limited and CableTel Northern Ireland Limited in favour of the Second Security Trustee to hold for the benefit of the Term Banks, the Agent and itself.

“Second NTL CC Security over Cash Agreement” means the second ranking (ranking only behind the first ranking security created pursuant to the Security Documents) assignment and charge executed or to be executed by NTL CC in favour of the Second Security Trustee to hold for the benefit of the Term Banks, the Agent and itself, assigning and charging NTL CC’s rights in respect of sums deposited in the NTL CC Charged Account.

“Second NTL Security over Cash Agreement” means the assignment and charge to be executed by NTL Inc., prior to the making of a payment into the NTL Charged Account, in favour of the Second Security Trustee, assigning and charging NTL Inc.’s rights in respect of sums deposited in the NTL Charged Account.

“Second NTL UK Intra-Group Loan Assignment” means the second ranking (ranking only behind the first ranking security created pursuant to the Security Documents) assignment executed or to be executed by NTL UK in favour of the Second Security Trustee to hold for the benefit of the Term Banks, the Agent and itself, assigning NTL UK’s rights in respect of loans made, or to be made, by it to members of the UK Group.

“Second Parent Intra-Group Loan Assignment” means the second ranking (ranking only behind the first ranking security created pursuant to the Security Documents) assignment executed or to be executed by the Parent in favour of the Second Security Trustee to hold for the benefit of the Term Banks, the Agent and itself, assigning the Parent’s rights in respect of loans made or to be made by it to other members of the UK Group.

“Second Pledge Agreement” means the pledge agreement executed or to be executed by NTL UK CableComms Holdings Inc., NTL CableComms Group plc, North CableComms Management Inc., North CableComms Holdings Inc., Winston Investors LLC, NTL Solent Company, NTL Sussex Company, NTL Surrey Company, NTL Bromley Company, NTL Chartwell Holdings Inc., NTL Wessex Company, NTL CableComms Group Inc., South CableComms Management Inc., South CableComms Holdings Inc., Chartwell Investors LP, NTL Winston Holdings Inc., NTL Winston Holdings Limited, NTL Chartwell Holdings 2, Inc. and NTL Chartwell Holdings Limited creating second ranking (ranking only behind the first ranking security created pursuant to the Security Documents) security over their rights and interests in relation to certain shares as specified therein in favour of the Second Security Trustee to hold for the benefit of the Term Banks, the Agent and itself.

"Second Security Agreement" means the security agreement executed or to be executed by NNS UK Holdings 1 Inc., NNS UK Holdings 2 Inc., North CableComms Holdings Inc., North CableComms Management Inc., NTL Bromley Company, NTL CableComms Group Inc., NTL Chartwell Holdings Inc., NTL Chartwell Holdings 2 Inc., NTL North CableComms Holdings Inc., NTL North CableComms Management Inc., NTL Programming Subsidiary Company, NTL Solent Company, NTL South CableComms Holdings Inc., NTL South CableComms Management Inc., NTL Surrey Company, NTL Sussex Company, NTL UK CableComms Holdings Inc., NTL Wessex Company, NTL Winston Holdings Inc., NTL Wirral Company, South CableComms Holdings Inc., South CableComms Management Inc., North CableComms LLC, South CableComms LLC and Winston Investors LLC creating a second ranking (ranking only behind the first ranking security created pursuant to the Security Documents), continuing security interest in relation to certain assets as specified therein in favour of the Second Security Trustee to hold for the benefit of the Term Banks, the Agent and itself.

"Second Security Documents" means the Second Debenture, the Second Indenture of Mortgage, the Second NTL CC Security Over Cash Agreement, the Second NTL UK Intra-Group Loan Assignment, the Second Parent Intra-Group Loan Assignment, the Second Security Agreement, the Second Share Charge Agreement, the Second Share Pledge, the Second Standard Securities and the Second Pledge Agreement.

"Second Security Trust Agreement" means the security trust agreement entered into or to be entered into in connection with the Term Facility between, inter alia, the Second Security Trustee, the Agent and the Term Banks.

"Second Security Trustee" means Chase Manhattan International Limited as security trustee for the Term Banks and the Agent.

"Second Share Charge Agreement" means the second ranking (ranking only behind the first ranking security created pursuant to the Security Documents) share charge agreement executed or to be executed by North CableComms LLC, NTL Bromley Company, NTL North CableComms Holdings Inc., NTL North CableComms Management Inc., NTL Solent Company, NTL South CableComms Holdings Inc., NTL South CableComms Management Inc., NTL Surrey Company, NTL Sussex Company, NTL UK CableComms Holdings Inc., NTL Wessex Company, NTL Wirral Company and South CableComms LLC, charging their rights and interests in certain shares as specified therein in favour of the Second Security Trustee to hold for the benefit of the Term Banks, the Agent and itself.

"Second Share Pledge" means the share pledge executed or to be executed by the Parent, NTL Group Limited and NTL Glasgow creating second ranking (ranking only behind the first ranking security created pursuant to the Security Documents) security over their rights and interests in relation to certain shares in favour of the Second Security Trustee to hold for the benefit of the Term Banks, the Agent and itself.

"Second Standard Securities" means the second ranking (ranking only behind the first ranking security created pursuant to the Security Documents), fixed security over certain properties situated in Scotland (ranking second in priority to the fixed security created pursuant to the Standard Securities) executed and delivered by CableTel (UK) Limited and National Transcommunications Limited in favour of the Second Security Trustee to hold for the benefit of the Term Banks, the Agent and itself.

"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Agent and each Term Bank from time to time party to the Credit Agreement provided that, in the case of the Agent and each of the Term Banks, such person is a party to the Second Security Trust

Agreement or has delivered to the Security Trustee a duly executed secured party accession undertaking accepted by the Security Trustee and Agent.

"Security" means the security from time to time constituted by or pursuant to the Security Documents and the guarantees provided hereunder.

"Security Documents" means the documents constituting the Initial Security, the Target Group Security, the UK Group Security and the NTL CC Security Over Cash Agreement and any other agreement or document (other than the Second Security Documents) pursuant to which any member of the Group creates any security interest in favour of the Finance Parties (or the Security Trustee on their behalf) for all or any part of the obligations of the Obligors or any of them under any of the Finance Documents.

"Security Trustee" means Chase Manhattan International Limited as Security Trustee for the Finance Parties

"Security Trust Agreement" means the security trust agreement entered into or to be entered into in connection herewith between, *inter alia*, the Security Trustee, the Agent and the Banks.

"Share Charge Agreement" means the share charge agreement dated 21 February 2001 between the companies listed therein as chargors and the Security Trustee in respect of the Credit Agreement.

"Subordinated Funding" means:

- (a) the subscription by NTL CC or any member of the NTL Holding Group for new equity capital of either the Parent or, prior to the Pushdown Date, the Pre-Novation Borrower or the CWC Parent;
- (b) Subordinated UK Group Debt; and
- (c) prior to the Pushdown Date, Subordinated Target Group Debt.

"Subordinated Target Group Debt" means any loan made by any member of the NTL Holding Group to the Pre-Novation Borrower, CWC Holdings or any other member of the Target Group subject to or potentially liable to US Federal Income Taxes or whose members or shareholders are liable or potentially liable to US Federal Income tax in respect of its net income or profits, where:

- (a) such a loan has been subordinated to the advances made under the Revolving Facility pursuant to the NTL Subordination Agreement or any other Subordination Agreement; and
- (b) the relevant member of the NTL Holding Group has assigned its rights in respect of such a loan to the Security Trustee as security for the obligations of the Obligors under the Finance Documents pursuant to the NTL Intra-Group Loan Assignment (in the case of NTL Inc.) or any other Intra-Group Loan Assignment (in the case of any other member of the NTL Holding Group).

“Subordinated UK Group Debt” means any loan made by NTL UK to the Parent, where:

- (a) such a loan has been subordinated to the Loan pursuant to the NTL UK Revolving Bank Subordination Agreement or the NTL UK Term Bank Subordination Agreement; and
- (b) if such a loan is outstanding after the Pushdown Date, NTL UK has assigned its rights in respect of such a loan to the Security Trustee and the Second Security Trustee as security for the obligations of the Obligors under the Finance Documents pursuant to the NTL UK Intra-Group Loan Assignment and the Second NTL UK Intra-Group Loan Assignment.

“Subordination Agreement” means each subordination agreement in the agreed form executed or to be executed by any member of the NTL Holding Group in favour of the Security Trustee, pursuant to which the indebtedness identified therein owed by the Pre-Novation Borrower or any member of the Target Group to such member of the NTL Holding Group is subordinated to the obligations of the Obligors under the Finance Documents.

“Target” means Cable & Wireless Communications Limited (company number 3288998).

“Target Group” means CWC Holdings, Target and its direct and indirect subsidiaries (other than the Target Group Excluded Subsidiaries) after the Second Caxton Sale, such comprising the CWC ConsumerCo Business and, for the purpose of Clause 22.1 (*Target Group Financial Condition*) of the Credit Agreement to Clause 22.3 (*Financial Definitions*) of the Credit Agreement and any other provisions of the Credit Agreement using the definitions defined in Clause 22.3 (*Financial Definitions*) of the Credit Agreement, the Pre-Novation Borrower.

“Target Group Excluded Subsidiaries” Cable & Wireless Communications (South Hertfordshire) Limited and its subsidiaries, until such time as Cable & Wireless Communications (South Herefordshire) Limited becomes a wholly-owned subsidiary of the CWC Parent:

- (a) Fawnspring Limited;
- (b) any subsidiary of the CWC Parent which is a Dormant Subsidiary and which (i) has assets with an aggregate value of £10,000 or less and (ii) does not hold a Licence; and
- (c) any subsidiary of the CWC Parent which is a Project Company,

provided that any of such companies shall become a member of the Target Group and cease to be a Target Group Excluded Subsidiary if the CWC Parent and the Agent (acting on the instructions of an Instructing Group, acting reasonably) so agree.

“Target Group Security” means the security constituted by each Debenture, guarantor accession memorandum and any other document pursuant to which a security interest in favour of the Finance Parties is created, in each case executed or to be executed by each member of the Target Group listed in Schedule 13 (*Members of the Target Group Granting Security*) of the Credit Agreement.

“Term Advance” means the advance made or to be made by the Term Banks under the Term Facility and each portion thereof resulting from a division provided for in Clause 7.4 (*Division of Term Advances*) of the Credit Agreement or a consolidation provided for in Clause 7.3 (*Consolidation of Term Advances*) of the Credit Agreement, as the same may be reduced by payment in accordance with Clause 12 (*Repayment of the Term Facility*) of the Credit Agreement, Clause 13 (*Cancellation and Prepayment*) of the Credit Agreement, Clause 14

(*Mandatory Prepayment*) of the Credit Agreement or Clause 18 (*Illegality*) of the Credit Agreement or any other provision of the Credit Agreement.

"Term Bank" means any financial institution:

- (a) General Electric Capital Corporation; or
- (b) which has become a party to the Credit Agreement as a Term Bank in accordance with Clause 35.4 (*Assignments by Banks*) of the Credit Agreement or Clause 35.5 (*Transfers by Banks*) of the Credit Agreement,

and which has not ceased to be a party hereto in accordance with the terms hereof.

"Term Facility" means the term loan facility granted to the Post-Novation Borrower in the Second Security Trust Agreement in an aggregate principal amount of £200,000,000 subject to reduction as provided in the Credit Agreement.

"Term Loan" means, at any time, the aggregate principal amount of the outstanding Term Advances at such time.

"UK Group" means:

- (a) for the purpose of Clause 22.2 (*UK Group Financial Condition*) of the Credit Agreement, Clause 22.3 (*Financial Definitions*) of the Credit Agreement and any other provisions of the Credit Agreement using the definitions defined in Clause 22.3 (*Financial Definitions*) of the Credit Agreement:
 - (i) the Parent;
 - (ii) Northampton Cable Television Limited and Herts Cable Limited;
 - (iii) Cable & Wireless Communications (South Hertfordshire) Limited;
 - (iv) each of the Parent's direct and indirect subsidiaries from time to time, excluding the UK Group Excluded Subsidiaries (other than Northampton Cable Television Limited, Herts Cable Limited and Cable & Wireless Communications (South Hertfordshire) Limited); and
 - (v) prior to the Pushdown Date, the Target Group (including the Pre-Novation Borrower); and
- (b) for all other purposes, the Parent and each of its direct and indirect subsidiaries from time to time other than the UK Group Excluded Subsidiaries.

"UK Group Excluded Subsidiary" means:

- (a) any subsidiary of the Parent which is a Dormant Subsidiary and which (i) has assets (save for loans existing on the Execution Date owed to it by other members of the UK Group) with an aggregate value of £10,000 or less and (ii) does not hold a Licence;
- (b) Molesey Limited ;
- (c) Northampton Cable Television Limited (until such time as it becomes a wholly owned subsidiary of the Parent);

- (d) Herts Cable Limited (until such time as it becomes a wholly owned subsidiary of the Parent);
- (e) any member of the NTL Triangle Sub-Group (until such time as the Parent elects for the members of the NTL Triangle Sub-Group to become members of the UK Group in accordance with Clause 38.5 (*NTL Triangle Accession*) of the Credit Agreement;
- (f) any Target Group Excluded Subsidiaries which become subsidiaries of the Parent pursuant to the Pushdown;
- (g) any subsidiary of the Parent which is a Project Company; and
- (h) any company which becomes a subsidiary of the Parent after the date hereof pursuant to an Asset Passthrough,

provided that any of such companies shall become a member of the UK Group and cease to be a UK Group Excluded Subsidiary if the Parent and the Agent (acting on the instructions of an Instructing Group, acting reasonably) so agree.

“UK Group Security” means the security constituted by the NTL UK Intra-Group Loan Assignment, the Parent Intra-Group Loan Assignment, each Debenture and guarantor accession memorandum executed or to be executed by the Parent and sufficient members of the UK Group to ensure compliance with Clause 23.32 (*Guarantors*) of the Credit Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. FC023130

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE AGREEMENT BETWEEN THE COMPANY AND CHASE MANHATTAN INTERNATIONAL LIMITED AS SECOND SECURITY TRUSTEE FOR THE SECURED PARTIES (THE "SECOND SECURITY TRUSTEE") DATED THE 27th SEPTEMBER 2001 AND CREATED BY NTL UK CABLECOMMS HOLDINGS, INC. FOR SECURING ALL OBLIGATION DUE OR TO BECOME DUE FROM ANY OBLIGOR (AS DEFINED TO ANY SECURED PARTY UNDER THE FINANCE PARTY WHETHER PRESENT OR FUTURE ACTUAL OR CONTINGENT (AND WHETHER SOLELY OR JOINTLY AS PRINCIPAL OR SURETY OR IN SOME OTHER CAPACITY) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th OCTOBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th OCTOBER 2001.

Handwritten signature
PSE
2/17



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES