

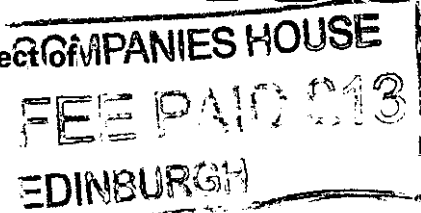


COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

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



Please do not write in this margin

Pursuant to section 410 and 466 of the Companies Act 1985

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

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

For official use

13

Company number

SC075177

* insert full name of company

Name of company

*NTL GLASGOW a company incorporated under the laws of Scotland whose registered office is at NTL House, 60 Maxwell Road, Glasgow G41 1PR (the "Company")

Date of creation of the charge (note 1)

3 March 2006

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

A composite debenture (the "Debenture")

Names of the persons entitled to the charge

See Paper Apart 1

Short particulars of all the property charged

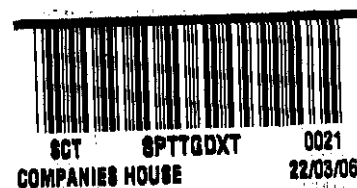
See Paper Apart 2

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

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

LAT/DO/DEU002.0038

For official use (06/2005)
Charges Section



Names and addresses of the persons who have executed the instrument of alteration (note 2)

See Paper Apart 3

*Please do not
write in
this margin*

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

Date(s) of execution of the instrument of alteration

3 March 2006

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking pari passu, with the floating charge

See Paper Apart 4

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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write in
this margin*

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

See Paper Apart 5

Continued Over

COM466/3

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not write in this margin

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

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

† delete as appropriate

Signed

On behalf of ~~company~~ [chargee]†

Date

22/3/06

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB DX 235 Edinburgh or LP - 4 Edinburgh 2

This is Paper Apart 1 to the foregoing Form 466 in respect of an instrument of alteration between NTL Glasgow and Deutsche Bank AG, London Branch, as security trustee dated 3 March 2006

Persons entitled to the charge

Name	Address
Deutsche Bank AG, London Branch as Facility Agent, Security Trustee and a Senior Lender	Winchester House 1 Great Winchester Street London EC2N 2DB
JPMorgan Chase Bank, National Association as a Senior Lender and a Restructuring Swap Counterparty	125 London Wall London EC2Y 5AJ
The Royal Bank of Scotland plc as a Senior Lender and a Restructuring Swap Counterparty	Corporate Restructuring Unit Specialised Lending Services 10th Floor 280 Bishopsgate London EC2M 4RB
Goldman Sachs Credit Partners L.P as a Senior Lender	c/o Goldman Sachs International Peterborough Court 133 Fleet Street London EC4A 2BB
Calyon as a Restructuring Swap Counterparty	Broadwalk House 5 Appold Street London EC2A 2DA
The Bank of New York as a Restructuring Swap Counterparty	One Canada Square Canary Wharf London E14 5AL
BNP Paribas as an Existing Hedge Counterparty	10 Harewood Avenue London NW1 6AA
Deutsche Bank, Global Markets as an Existing Hedge Counterparty	1 Great Winchester Street London EC2N 2DB
Barclays Bank PLC as an Existing Hedge Counterparty	Barclays Capital 5 The North Colonnade London E14 4BB
HSBC Bank PLC as an Existing Hedge Counterparty	Level 22 8 Canada Square London E14 5HQ
Barclays Bank PLC as an Existing Hedge Counterparty	Murray House 1 Royal Mint Court London EC3N 4HH
ABN Amro Bank NV as an Existing Hedge Counterparty	199 Bishopsgate London EC2M 3XW

Fortis Bank SA NV as an Existing Hedge Counterparty	Montagne du Parc, 3 B-1000 Brussels
Societe Generale as an Existing Hedge Counterparty	Tour Societe Generale 17 Cours Valmy 92972 Paris La Defense Ced

This is Paper Apart 2 to the foregoing Form 466 in respect of an instrument of alteration between NTL Glasgow and Deutsche Bank AG, London Branch, as security trustee dated 3 March 2006

Property charged

1. Fixed Charge

Pursuant to Clause 3.1 of the Debenture, the Company has charged in favour of the Security Trustee to hold the same on trust for the First Beneficiaries and the Second Beneficiaries on the terms set out in the Group Intercreditor Deed and the Security Trust Agreement:

- (a) by way of first legal mortgage, all of the English Charged Land and all other Real Property now vested in the Company and the proceeds of sale of all or any part thereof;
- (b) by way of first fixed charge (but in the case of paragraphs (iii) and (iv) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 3.2 of the Debenture (Assignments) (as set out at paragraph 2 below) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment):
 - (i) to the extent not effectively charged pursuant to Clause 3.1.1 of the Debenture (as set out at paragraph (a) above), all estates or interests in any Real Property (whether such interests are freehold, leasehold or licenses) vested in, or acquired by, it now or after the date of the Debenture and the proceeds of sale of all or any part thereof;
 - (ii) to the extent not effectively charged pursuant to Clause 3.1.1 or 3.1.2(a) of the Debenture (as set out at paragraphs (a) and (b)(i) above), all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock-in-trade or work in progress) now or in the future owned by the Company or (to the extent of such interest) in which the Company has an interest and the benefit of all contracts and warranties relating to the same;
 - (iii) all Investments and all Related Rights now or in the future beneficially and/or legally owned by the Company;
 - (iv) all of its rights, title, interests and benefits in, to or in respect of the Insurances and all claims (and proceeds) and returns of premiums to which the Company is now or may at any future time become entitled;
 - (v) any interest, claim or entitlement of the Company in, to or in respect of any pension fund;
 - (vi) all the present and future goodwill of the Company (including all brand names not otherwise subject to a fixed charge or assignment under the Debenture);
 - (viii) all of its rights, title, interests and benefits in, to or in respect of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the business of the Company or the use of any asset of the Company and the right to recover and receive all compensation which may at any time become payable to it in respect of any such licence;

- (ix) all its present and future uncalled capital; and
 - (x) all its present and future patents, registered trade marks and registered designs (if any) including applications for any of the same in any part of the world and including, without limitation, the patents, registered designs and trade marks specified in schedule 6 to the Debenture; and
- (c) by way of second fixed charge, all of the Prior Charged Land.

2. Assignments

Pursuant to Clause 3.2 of the Debenture and subject to Clause 3.3 of the Debenture, the Company with full title guarantee has assigned absolutely to the Security Trustee:

- (a) all its present and future rights, title, benefit and interests under and in respect of the Intercompany Indebtedness and any other amounts payable in respect thereof, including under any other loan agreements from time to time entered into by the Company;
- (b) all of its rights, title, interests and benefits in, to or in respect of the Insurances (including all proceeds) and all claims and returns of premiums in respect thereof to which the Company is now or may at any future time become entitled; and
- (c) to the extent not charged under the provisions of Clause 3.1.2 of the Debenture (Fixed Charges) (as set out at paragraph 1(b) above) all of its present and future Intellectual Property Rights.

3. Floating Charge

Pursuant to Clause 3.4 of the Debenture, the Company with full title guarantee (or, in relation to rights or assets situated in or governed by the law of Scotland, with absolute warrandice) has charged to the Security Trustee by way of first floating charge its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of fixed charge or assigned pursuant to Clauses 3.1 and 3.2 of the Debenture (as set out at paragraphs 1 and 2 above) and including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland, provided that, for the avoidance of doubt, the floating charge shall not attach to any plant or machinery, or any interest therein, which is the subject of a lease where the title thereto vests in the relevant lessor and not the Company.

See Paper Apart 6 for Definitions

This is Paper Apart 3 to the foregoing Form 466 in respect of an instrument of alteration between NTL Glasgow and Deutsche Bank AG, London Branch, as security trustee dated 3 March 2006

Names and addresses of the persons who have executed the instrument of alteration

PARTY	ADDRESS
DEUTSCHE BANK AG, LONDON BRANCH	WINCHESTER HOUSE 1 GREAT WINCHESTER STREET LONDON EC2N 2DB
J.P. MORGAN CHASE BANK, NATIONAL ASSOCIATION	125 LONDON WALL LONDON EC2Y 5AJ
THE ROYAL BANK OF SCOTLAND PLC	10th FLOOR 280 BISHOPSGATE LONDON EC2M 4RB
GOLDMAN SACHS INTERNATIONAL BANK	PETERBOROUGH COURT 133 FLEET STREET LONDON EC4A 2BB
GOLDMAN SACHS CREDIT PARTNERS LP	c/o GOLDMAN SACHS INTERNATIONAL BANK PETERBOROUGH COURT 133 FLEET STREET LONDON EC4A 2BB
CALYON, LONDON BRANCH	BROADWALK HOUSE 5 APPOLD STREET LONDON EC2A 2DA
THE BANK OF NEW YORK	ONE CANADA SQUARE CANARY WHARF LONDON E14 5AL
BNP PARIBAS	10 HAREWOOD AVENUE LONDON NW1 6AA
BARCLAYS BANK PLC	MURRAY HOUSE 1 ROYAL MINT COURT LONDON EC3N 4HH
HSBC BANK PLC	LEVEL 22 8 CANADA SQUARE LONDON E14 5HQ
ABN AMRO BANK NV	199 BISHOPSGATE LONDON EC2M 3XW
FORTIS BANK SA/NV	MONTAGNE DU PARC, 3 B-1000 BRUSSELS
SOCIETE GENERALE	TOUR SOCIETE GENERALE 17 COURS VALMY 92972 PARIS LA DEFENSE CED

CABLE FINANCE LIMITED	88 CRAWFORD STREET LONDON W1H 2EJ
CAPITAL CITY CABLEVISION LIMITED DUNDEE CABLE AND SATELLITE LIMITED TELEWEST COMMUNICATIONS (DUNDEE & PERTH) LIMITED TELEWEST COMMUNICATIONS (MOTHERWELL) LIMITED TELEWEST COMMUNICATIONS (SCOTLAND HOLDINGS) LIMITED TELEWEST COMMUNICATIONS (SCOTLAND) LIMITED	1 SOUTH GYLE CRESCENT EDINBURGH EH12 9EG
CENTRAL CABLE LIMITED CENTRAL CABLE HOLDINGS LIMITED	CABLEPHONE HOUSE SMALL HEATH BUSINESS PARK TALBOT WAY BIRMINGHAM B10 0HJ
FLORIDA HOMESHOPPING LIMITED	95 THE PROMENADE CHELTENHAM GL50 1WG
SIT-UP LIMITED	179-181 THE VALE ACTON LONDON W3 7RW
CREDIT-TRACK DEBT RECOVERY LIMITED	QUADRANT HOUSE THOMAS MORE SQUARE 17 THOMAS MORE STREET LONDON E1W 1YE
NTL DOVER LLC.	c/o NTL INCORPORATED 909 THIRD AVENUE SUITE 2863 NEW YORK, NY 10022 UNITED STATES
NTL INVESTMENT HOLDINGS LIMITED NTLIH SUB LIMITED NTL COMMUNICATIONS LIMITED ANDOVER CABLEVISION LIMITED ANGLIA CABLE COMMUNICATIONS LIMITED BERKHAMSTED PROPERTIES & BUILDING CONTRACTORS LIMITED CABLE TELEVISION LIMITED CABLE THAMES VALLEY LIMITED CABLETEL CARDIFF LIMITED CABLETEL (UK) LIMITED CABLETEL CENTRAL HERTFORDSHIRE	NTL HOUSE BARTLEY WOOD BUSINESS PARK HOOK RG27 9UP

LIMITED	
CABLETEL HERTFORDSHIRE LIMITED	
CABLETEL HERTS AND BEDS LIMITED	
CABLETEL INVESTMENTS LIMITED	
CABLETEL NEWPORT	
CABLETEL NORTH BEDFORDSHIRE LIMITED	
CABLETEL SURREY AND HAMPSHIRE LIMITED	
CABLETEL TELECOM SUPPLIES LIMITED	
CABLETEL WEST GLAMORGAN LIMITED	
CABLETEL WEST RIDING LIMITED	
CAMBRIDGE CABLE SERVICES LIMITED	
CAMBRIDGE HOLDING COMPANY LIMITED	
CCL CORPORATE COMMUNICATIONS SERVICES LIMITED	
COLUMBIA MANAGEMENT LIMITED	
COMTEL CABLE SERVICES LIMITED	
COMTEL COVENTRY LIMITED	
DIAMOND CABLE (BASSETLAW) LIMITED	
DIAMOND CABLE (BURTON-UPON-TRENT) LIMITED	
DIAMOND CABLE (CHESTERFIELD) LIMITED	
DIAMOND CABLE (GRANTHAM) LIMITED	
DIAMOND CABLE (GRIMCLEE) LIMITED	
DIAMOND CABLE (HINCKLEY) LIMITED	
DIAMOND CABLE (LEICESTER) LIMITED	
DIAMOND CABLE (LINCOLN) LIMITED	
DIAMOND CABLE (LINCOLNSHIRE) LIMITED	
DIAMOND CABLE (MANSFIELD) LIMITED	
DIAMOND CABLE (MELTON MOWBRAY) LIMITED	
DIAMOND CABLE (NEWARK-ON-TRENT) LIMITED	
DIAMOND CABLE (RAVENSHEAD) LIMITED	
DIAMOND CABLE (VALE OF BELVOIR) LIMITED	
DIAMOND CABLE ACQUISITIONS LIMITED	

<p>DIAMOND CABLE COMMUNICATIONS LIMITED</p> <p>DIAMOND CABLE CONSTRUCTION LIMITED</p> <p>DIAMOND CABLE CPE LIMITED</p> <p>DIAMOND HOLDINGS LIMITED</p> <p>DIAMOND VISUAL COMMUNICATIONS LIMITED</p> <p>DIGITAL TELEVISION NETWORK LIMITED</p> <p>DTELS LIMITED</p> <p>EAST COAST CABLE LIMITED</p> <p>EAST MIDLANDS CABLE COMMUNICATIONS LIMITED</p> <p>EAST MIDLANDS CABLE GROUP LIMITED</p> <p>EAST MIDLANDS CABLE HOLDINGS LIMITED</p> <p>ENABLIS LIMITED</p> <p>HEARTLAND CABLEVISION (UK) LIMITED</p> <p>HEARTLAND CABLEVISION II (UK) LIMITED</p> <p>HERTS CABLE LIMITED</p> <p>JEWEL HOLDINGS LIMITED</p> <p>LANBASE EUROPEAN HOLDINGS LIMITED</p> <p>LANBASE LIMITED</p> <p>LCL CABLE (HOLDINGS) LIMITED</p> <p>LCL TELEPHONES LIMITED</p> <p>LICHFIELD CABLE COMMUNICATIONS LIMITED</p> <p>MAZA LIMITED</p> <p>METRO HERTFORDSHIRE LIMITED</p> <p>METRO SOUTH WALES LIMITED</p> <p>NORTHAMPTON CABLE TELEVISION LIMITED</p> <p>NTL (AYLESBURY AND CHILTERN) LIMITED</p> <p>NTL (B) LIMITED</p> <p>NTL (BROADLAND) LIMITED</p> <p>NTL (CHICHESTER) LIMITED</p> <p>NTL (CITY & WESTMINSTER) LIMITED</p> <p>NTL (COUNTY DURHAM) LIMITED</p> <p>NTL (CRUK) LIMITED</p>	
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NTL (CWC HOLDINGS)	
NTL (CWC) CORPORATION LIMITED	
NTL (CWC) LIMITED	
NTL (CWC) MANAGEMENT LIMITED	
NTL (CWC) NO. 2 LIMITED	
NTL (CWC) NO. 3 LIMITED	
NTL (CWC) NO. 4 LIMITED	
NTL (CWC) PROGRAMMING LIMITED	
NTL (CWC) UK	
NTL (EALING) LIMITED	
NTL (EASTBOURNE AND HASTINGS) LIMITED	
NTL (FENLAND) LIMITED	
NTL (GREENWICH AND LEWISHAM) LIMITED	
NTL (HAMPSHIRE) LIMITED	
NTL (HARROGATE) LIMITED	
NTL (HARROW) LIMITED	
NTL (KENT) LIMITED	
NTL (LAMBETH AND SOUTHWARK) LIMITED	
NTL (LEEDS) LIMITED	
NTL (NORWICH) LIMITED	
NTL (PETERBOROUGH) LIMITED	
NTL (SOUTH EAST) LIMITED	
NTL (SOUTH LONDON) LIMITED	
NTL (SOUTHAMPTON AND EASTLEIGH) LIMITED	
NTL (SUNDERLAND) LIMITED	
NTL (THAMESMEAD) LIMITED	
NTL (V) LIMITED	
NTL (WANDSWORTH) LIMITED	
NTL (WEAR SIDE) 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 CABLECOMMS BOLTON	
NTL CABLECOMMS BROMLEY	
NTL CABLECOMMS BURY AND ROCHDALE	
NTL CABLECOMMS CHESHIRE	
NTL CABLECOMMS DERBY	
NTL CABLECOMMS EAST LANCASHIRE	
NTL CABLECOMMS GREATER MANCHESTER	
NTL CABLECOMMS GROUP LIMITED	
NTL CABLECOMMS HOLDINGS NO. 1 LIMITED	
NTL CABLECOMMS HOLDINGS NO. 2 LIMITED	
NTL CABLECOMMS LANCASHIRE NO. 1	
NTL CABLECOMMS LANCASHIRE NO. 2	
NTL CABLECOMMS LIMITED	
NTL CABLECOMMS MACCLESFIELD	
NTL CABLECOMMS MANCHESTER LIMITED	
NTL CABLECOMMS OLDHAM AND TAMESIDE	
NTL CABLECOMMS SOLENT	
NTL CABLECOMMS STAFFORDSHIRE	
NTL CABLECOMMS STOCKPORT	
NTL CABLECOMMS SURREY	
NTL CABLECOMMS SUSSEX	
NTL CABLECOMMS WESSEX	
NTL CABLECOMMS WEST SURREY LIMITED	
NTL CABLECOMMS WIRRAL	
NTL CAMBRIDGE LIMITED	
NTL CHARTWELL HOLDINGS LIMITED	
NTL COMMUNICATIONS SERVICES LIMITED	
NTL DARLINGTON LIMITED	
NTL DERBY CABLEVISION HOLDING COMPANY	
NTL EQUIPMENT NO. 1 LIMITED	

NTL EQUIPMENT NO. 2 LIMITED NTL GLASGOW HOLDINGS 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 INTERNET SERVICES LIMITED NTL IRISH HOLDINGS LIMITED NTL KIRKLEES NTL KIRKLEES HOLDINGS LIMITED NTL LIMITED NTL MANCHESTER CABLEVISION HOLDING COMPANY NTL MICROCLOCK SERVICES LIMITED NTL MIDLANDS LIMITED NTL MILTON KEYNES LIMITED NTL NATIONAL NETWORKS LIMITED NTL NETWORKS LIMITED NTL PARTCHEER COMPANY LIMITED NTL RECTANGLE LIMITED NTL SIDEOFFER LIMITED NTL SOLENT TELEPHONE AND CABLE TV COMPANY LIMITED NTL SOUTH CENTRAL LIMITED NTL SOUTH WALES LIMITED NTL STREETUNIQUE PROJECTS LIMITED NTL STREETUNIT PROJECTS LIMITED NTL STREETUSUAL SERVICES LIMITED NTL STREETVISION SERVICES LIMITED NTL STREETVITAL SERVICES LIMITED NTL STREETWARM SERVICES LIMITED NTL STREETWIDE SERVICES LIMITED NTL STRIKEAGENT TRADING LIMITED NTL STRIKEAMOUNT TRADING LIMITED	
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NTL STRIKEAPART TRADING LIMITED NTL SYSTEMS LIMITED NTL TECHNICAL SUPPORT COMPANY LIMITED NTL TEESSIDE LIMITED NTL TELECOM SERVICES LIMITED NTL UK TELEPHONE AND CABLE TV HOLDING COMPANY LIMITED NTL VICTORIA LIMITED NTL VICTORIA II LIMITED NTL WESTMINSTER LIMITED NTL WINSTON HOLDINGS LIMITED NTL WIRRAL TELEPHONE AND CABLE TV COMPANY NTLIH SUB LIMITED OXFORD CABLE LIMITED SECURE BACKUP SYSTEMS LIMITED SOUTHERN EAST ANGLIA CABLE LIMITED STAFFORD COMMUNICATIONS LIMITED SWINDON CABLE LIMITED TAMWORTH CABLE COMMUNICATIONS LIMITED VISION NETWORKS SERVICES UK LIMITED WESSEX CABLE LIMITED XL DEBT RECOVERY AGENCY LIMITED X-TANT LIMITED	
CABLETEL SCOTLAND LIMITED NTL GLASGOW PROSPECTRE LIMITED	NTL HOUSE 60 MAXWELL ROAD GLASGOW G41 1PR
IVS CABLE HOLDINGS LIMITED AVON CABLE LIMITED PARTNERSHIP COTSWOLDS CABLE LIMITED PARTNERSHIP EDINBURGH CABLE LIMITED PARTNERSHIP ESTUARIES CABLE LIMITED PARTNERSHIP TYNESIDE CABLE LIMITED PARTNERSHIP	c/o NTL INVESTMENT HOLDINGS LIMITED NTL HOUSE BARTLEY WOOD BUSINESS PARK HOOK RG27 9UP

UNITED CABLE (LONDON SOUTH) LIMITED PARTNERSHIP CHARTWELL INVESTORS LIMITED PARTNERSHIP LONDON SOUTH CABLE PARTNERSHIP TCI/US WEST CABLE COMMUNICATIONS GROUP NNS UK HOLDINGS 1 LLC NNS UK HOLDINGS 2 INC. NORTH CABLECOMMS HOLDINGS, INC. NORTH CABLECOMMS LLC NORTH CABLECOMMS MANAGEMENT, INC. NTL (TRIANGLE) LLC NTL CABLECOMMS GROUP, INC. NTL CHARTWELL HOLDINGS 2, INC. NTL CHARTWELL HOLDINGS INC. NTL DOVER LLC NTL NORTH CABLECOMMS HOLDINGS, INC. NTL NORTH CABLECOMMS MANAGEMENT, INC. NTL SOUTH CABLECOMMS HOLDINGS, INC. NTL SOUTH CABLECOMMS MANAGEMENT, INC. NTL UK CABLECOMMS HOLDINGS, INC. NTL WINSTON HOLDINGS, INC.SOUTH CABLECOMMS HOLDINGS, INC. SOUTH CABLECOMMS L.L.C. SOUTH CABLECOMMS MANAGEMENT, INC WINSTON INVESTORS L.L.C. NTL BROMLEY COMPANY NTL PROGRAMMING SUBSIDIARY COMPANY NTL SOLENT COMPANY NTL SURREY COMPANY NTL SUSSEX COMPANY NTL WESSEX COMPANY NTL WIRRAL COMPANY	
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BIRMINGHAM CABLE FINANCE LIMITED INTERACTIVE DIGITAL SALES LIMITED	
TELEWEST COMMUNICATIONS NETWORKS LIMITED ACTION STATIONS (LAKESIDE) LIMITED BLUE YONDER WORKWISE LIMITED CABLE ADNET LIMITED CABLE COMMUNICATIONS (TELECOM) LIMITED EUROPEAN BUSINESS NETWORK LIMITED FLEXIMEDIA LIMITED FLEXTECH INTERACTIVE LIMITED FLEXTECH INVESTMENTS (JERSEY) LIMITED GENERAL CABLE INVESTMENTS LIMITED GENERAL CABLE PROGRAMMING LIMITED NETWORK GAMING CONSULTING LIMITED ROTHERHAM CABLE COMMUNICATIONS LIMITED TELEWEST COMMUNICATIONS (PUBLICATIONS) LIMITED TELEWEST COMMUNICATIONS HOLDCO LIMITED THE CABLE CORPORATION EQUIPMENT LIMITED THE CABLE EQUIPMENT STORE LIMITED YORKSHIRE CABLE FINANCE LIMITED YORKSHIRE CABLE LIMITED CRYSTAL PALACE RADIO LIMITED BIRMINGHAM CABLE CORPORATION LIMITED BIRMINGHAM CABLE LIMITED CABLE CAMDEN LIMITED CABLE ENFIELD LIMITED CABLE HACKNEY & ISLINGTON LIMITED CABLE HARINGEY LIMITED CABLE LONDON LIMITED CRYSTAL PALACE RADIO LIMITED	EXPORT HOUSE CAWSEY WAY WOKING GU21 6QX

FILEGALE LIMITED	
GENERAL CABLE GROUP LIMITED	
GENERAL CABLE HOLDINGS LIMITED	
GENERAL CABLE LIMITED	
IMMINUS LIMITED	
MIDDLESEX CABLE LIMITED	
SHEFFIELD CABLE COMMUNICATIONS LIMITED	
SOUTHWESTERN BELL INTERNATIONAL HOLDINGS LIMITED	
TELEWEST COMMUNICATIONS (CENTRAL LANCASHIRE) LIMITED	
TELEWEST COMMUNICATIONS (COTSWOLDS) LIMITED	
TELEWEST COMMUNICATIONS (LIVERPOOL) LIMITED	
TELEWEST COMMUNICATIONS (LONDON SOUTH) LIMITED	
TELEWEST COMMUNICATIONS (MIDLANDS AND NORTH WEST) LIMITED	
TELEWEST COMMUNICATIONS (MIDLANDS) LIMITED	
TELEWEST COMMUNICATIONS (NOMINEES) LIMITED	
TELEWEST COMMUNICATIONS (NORTH EAST) LIMITED	
TELEWEST COMMUNICATIONS (NORTH WEST) LIMITED	
TELEWEST COMMUNICATIONS (SOUTH EAST) LIMITED	
TELEWEST COMMUNICATIONS (SOUTH THAMES ESTUARY) LIMITED	
TELEWEST COMMUNICATIONS (SOUTH WEST) LIMITED	
TELEWEST COMMUNICATIONS (ST. HELENS & KNOWSLEY) LIMITED	
TELEWEST COMMUNICATIONS (TYNESIDE) LIMITED	
TELEWEST COMMUNICATIONS (WIGAN) LIMITED	
TELEWEST COMMUNICATIONS CABLE LIMITED	
TELEWEST COMMUNICATIONS GROUP	

LIMITED TELEWEST COMMUNICATIONS HOLDINGS LIMITED TELEWEST COMMUNICATIONS NETWORKS LIMITED TELEWEST UK LIMITED TELEWEST LIMITED TELEWEST PARLIAMENTARY HOLDINGS LIMITED THE CABLE CORPORATION LIMITED THESEUS NO. 1 LIMITED THESEUS NO. 2 LIMITED WINDSOR TELEVISION LIMITED YORKSHIRE CABLE COMMUNICATIONS LIMITED THE YORKSHIRE CABLE GROUP LIMITED EUROBELL (HOLDINGS) LIMITED EUROBELL (SUSSEX) LIMITED EUROBELL (SOUTH WEST) LIMITED EUROBELL (WEST KENT) LIMITED EUROBELL (IDA) LIMITED EUROBELL INTERNET SERVICES LIMITED EUROBELL CPE LIMITED EUROBELL LIMITED EMS INVESTMENTS LIMITED EUROBELL (NO. 2) LIMITED EUROBELL (NO. 3) LIMITED EUROBELL (NO. 4) LIMITED FLEXTECH BROADBAND LIMITED FLEXTECH BROADCASTING LIMITED SCREENSHOP LIMITED LIVING TV LIMITED TROUBLE TV LIMITED CHALLENGE TV LIMITED BRAVO TV LIMITED ED STONE LIMITED UNITED ARTISTS INVESTMENTS LIMITED FLEXTECH BUSINESS NEWS LIMITED	
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CONTINENTAL SHELF 16 LIMITED TVS TELEVISION LIMITED TVS PENSION FUND TRUSTEES LIMITED TELSON COMMUNICATIONS LIMITED FLEXTECH RIGHTS LIMITED MINOTAUR INTERNATIONAL LIMITED FLEXTECH TELEVISION LIMITED FLEXTECH MUSIC PUBLISHING LIMITED FLEXTECH (1992) LIMITED FLEXTECH MEDIA HOLDINGS LIMITED FLEXTECH (KINDERNET INVESTMENT) LIMITED FLEXTECH-FLEXINVEST LIMITED FLEXTECH IVS LIMITED FLEXTECH FAMILY CHANNEL LIMITED FLEXTECH DISTRIBUTION LIMITED FLEXTECH CHILDRENS CHANNEL LIMITED FLEXTECH COMMUNICATIONS LIMITED FLEXTECH (TRAVEL CHANNEL) LIMITED FLEXTECH DIGITAL BROADCASTING LIMITED FLEXTECH VIDEO GAMES LIMITED	
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This is Paper Apart 4 to the foregoing Form 466 in respect of an instrument of alteration between NTL Glasgow and Deutsche Bank AG, London Branch, as security trustee dated 3 March 2006

Prohibitions and restrictions on the creation of security

1. Until the last to occur of the Senior Discharge Date and the Hedging Discharge Date, except as the Instructing Party shall previously have consented to in writing and subject to Clause 5.3 of the Group Intercreditor Deed, no Obligor may take, nor permit any Alternative Bridge Finance Party nor cooperate with any Alternative Bridge Finance Party to take, any Prohibited Action with respect to any Alternative Bridge Liabilities except as contemplated by Clause 5 of the Group Intercreditor Deed.
2. Until the Alternative Bridge Discharge Date, each Intercreditor Debtor undertakes to the Security Trustee and each of the Beneficiaries that it shall not take, nor permit any Intergroup Creditor nor cooperate with any Intergroup Creditor to take the benefit of, any Prohibited Action in relation to any Intergroup Liability except as contemplated by Clause 5 of the Group Intercreditor Deed.
3. Until the later to occur of the Senior Discharge Date and the Hedging Discharge Date in respect of the Liabilities incurred under the Alternative Bridge Facility Agreement and except as the Security Trustee (acting on the instructions of the Instructing Party) shall previously have consented in writing and subject to Clause 7.5 of the Group Intercreditor Deed, no Alternative Bridge Finance Party will agree to take the benefit of any Prohibited Action in relation to any Alternative Bridge Liabilities except:
 - (a) to the extent constituting an Alternative Bridge Permitted Repayment;
 - (b) to the extent contemplated by Clause 5 of the Group Intercreditor Deed;
 - (c) in respect of the proceeds of the Security distributed by the Alternative Bridge Trustee pursuant to and in accordance with Clause 8.2 of the Group Intercreditor Deed;
 - (d) in respect of the giving of any guarantee or creation of any Encumbrance in respect of such Alternative Bridge Liability as expressly required by or permitted pursuant to the Senior Facilities Agreement or the Alternative Bridge Facility Agreement; or
 - (e) in respect of scheduled interest payments arising under the terms of the relevant Alternative Bridge Finance Document including any fees, costs and expenses (disregarding for this purpose any amendments made after the original execution date of such Alternative Bridge Finance Document other than those expressly permitted by the Group Intercreditor Deed) and including any scheduled payments required to be made on its stated maturity (or, if earlier, the date on which any of the Senior Liabilities have been declared due and payable pursuant to Clause 27.17 of the Senior Facilities Agreement) following the occurrence of an Alternative Bridge Default which is continuing.
4. Until the last to occur of the Senior Discharge Date and the Hedge Discharge Date, each Intergroup Creditor undertakes to the Security Trustee and each of the other Beneficiaries that it shall not agree to, or take the benefit of, any Prohibited Action in relation to any Intergroup Liability except as contemplated in Clause 5 of the Group Intercreditor Deed.

This is Paper Apart 5 to the foregoing Form 466 in respect of an instrument of alteration between NTL Glasgow and Deutsche Bank AG, London Branch, as security trustee dated 3 March 2006

Ranking of security

1. Subject to Clause 8 of the Group Intercreditor Deed, all existing and future security conferred by the Security will secure all Senior Liabilities, the Security Trustee Liabilities, the Hedging Liabilities, the Alternative Bridge Trustee Liabilities and the Alternative Bridge Liabilities regardless of:
 - (i) the date on which the Senior Liabilities, the Security Trustee Liabilities, the Hedging Liabilities, the Alternative Bridge Trustee Liabilities or the Alternative Bridge Liabilities arises,
 - (ii) whether the Lenders or the Hedge Counterparties are obliged to advance moneys included in the Senior Liabilities, the Hedging Liabilities or the Alternative Bridge Liabilities; and
 - (iii) any fluctuations in the amount of the Senior Liabilities, the Security Trustee Liabilities, the Hedging Liabilities, the Alternative Bridge Trustee Liabilities or the Alternative Bridge Liabilities,and any intermediate discharge of the Senior Liabilities, the Security Trustee Liabilities, the Hedging Liabilities or the Alternative Bridge Liabilities in whole or in part.
2. Subject to Clause 8 of the Group Intercreditor Deed, all existing and future security conferred by the Security shall rank pari passu as if it had been created simultaneously and as a continuing security for, and shall not be affected by any fluctuations in, the Secured Obligations. The provisions of Clause 10.1(b) of the Instrument of Alteration (as set out in this paragraph 2) shall apply notwithstanding that all or any of the Security is void, set aside or otherwise invalid.

See Paper Apart 6 for Definitions

This is Paper Apart 6 to the foregoing Form 466 in respect of an instrument of alteration between NTL Glasgow and Deutsche Bank AG, London Branch, as security trustee dated 3 March 2006

Definitions

The Act means the Companies Act 1985.

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

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

Alternative Bridge Agent means, upon its accession to the Group Intercreditor Deed in accordance with Clause 16.3 of the Group Intercreditor Deed, J.P. Morgan Europe Limited (in its capacity as agent for the Alternative Bridge Lenders under the Alternative Bridge Facility Agreement).

Alternative Bridge Borrower means, upon its accession to the Group Intercreditor Deed in accordance with Clause 16.3 of the Group Intercreditor Deed, NTL Cable plc as borrower under the Alternative Bridge Facility Agreement.

Alternative Bridge Discharge Date means the first date on which:

- (a) none of the Alternative Bridge Finance Parties is under any commitment, obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to any Alternative Bridge Obligor under any of the Alternative Bridge Finance Documents; and
- (b) all Alternative Bridge Liabilities have been unconditionally and irrevocably paid and discharged in full, provided that for these purposes, regard shall not be had to any unclaimed indemnities, tax gross ups or other similar amounts.

Alternative Bridge Facility Agreement means the senior subordinated bridge facility agreement to be entered into between *inter alia* the Alternative Bridge Borrower, the Alternative Bridge Agent and the Alternative Bridge Lenders (including any Extended Term Loan Credit Agreement (as defined in the Alternative Bridge Facility Agreement) entered into pursuant to and in accordance with the terms of the Alternative Bridge Facility Agreement for the purposes of extending the term of the facilities thereunder beyond one year) which, as of the date hereof, is in the agreed form (together with any amendments from time to time made thereto as permitted by the Senior Facilities Agreement).

Alternative Bridge Finance Document means the Finance Documents (as defined in the Alternative Bridge Facility Agreement).

Alternative Bridge Finance Party means the Finance Parties (as defined in the Alternative Bridge Facility Agreement).

Alternative Bridge Lenders means

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

Alternative Bridge Liabilities means, if any, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any capacity whatsoever) of the Alternative Bridge Obligors (or any one or more of them) to the Alternative Bridge Finance Parties (or any one or more of them) under or in connection with the Alternative Bridge Finance Documents, together with any related Additional Liabilities owed to the Alternative Bridge Finance Parties and together also with all costs, charges and expenses incurred by each of the Alternative Bridge Finance Parties in connection with the protection, preservation or enforcement of its rights under the Alternative Bridge Finance Documents.

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

Alternative Bridge Permitted Repayment means any irrevocable prepayment of the whole or any part of the Alternative Bridge Liabilities using the proceeds of the issue of the NTL High Yield Notes.

Alternative Bridge Trustee means, upon its accession to the Group Intercreditor Deed in accordance with Clause 16.3 of the Group Intercreditor Deed, Deutsche Bank AG, London Branch in its capacity as security trustee for the Alternative Bridge Finance Parties, or its successor from time to time or any other trustee acting as trustee for any Alternative Bridge Finance Parties, in each case having become party to the Group Intercreditor Deed pursuant to Clause 16 of the Group Intercreditor Deed, and references in the Group Intercreditor Deed to "Alternative Bridge Trustee" shall be construed accordingly.

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

Arrangers has the meaning given to it in the Senior Facilities Agreement.

B1 Facility has the meaning given to it in the Senior Facilities Agreement.

Bank Group has the meaning given to it in the Senior Facilities Agreement.

Beneficiaries means the First Beneficiary, the Second Beneficiaries, the Third Beneficiaries and the Fourth Beneficiaries.

Bookrunners means the Security Trustee, J.P. Morgan PLC, The Royal Bank of Scotland PLC and Goldman Sachs International (each a **Bookrunner** and together, the **Bookrunners**).

Borrowers means the UK Borrowers, the US Borrower and any Acceding Borrower (as each such term is defined in the Senior Facilities Agreement).

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

Commitments has the meaning given to it in the Senior Facilities Agreement.

Debenture means the composite debenture among, *inter alios*, the companies listed therein as Original Charging Companies (including the Company), the partnerships listed therein as the Original Charging Partnerships and Deutsche Bank AG, London Branch as Security Trustee for the Beneficiaries.

Deed of Accession means a Deed of Accession substantially in the form set out in Schedule 2 of the Group Intercreditor Deed or in such other form as the Facility Agent and the Obligors' Agent shall agree.

Encumbrance means:

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

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

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

Existing Hedge Counterparties means the Institutions whose names and addresses are set out in Part I of Schedule 6 to the Group Intercreditor Deed (each in its capacity as an Existing Hedge Counterparty), an **Existing Hedge Counterparty**.

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

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

Existing TW Security Documents means the security documents listed in Schedule 7 of the Group Intercreditor Deed.

Facilities has the meaning given to it in the Senior Facilities Agreement.

Facility Agent means Deutsche Bank AG, London Branch in its capacity as facility agent under the Senior Facilities Agreement.

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

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

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (for the avoidance of doubt excluding any loan notes or similar instruments issued solely by way of consideration for the acquisition of assets in order to defer capital gains or equivalent taxes where such loan notes or similar instruments are not issued for the purpose of raising finance);
- (d) the principal portion of any liability in respect of any Finance Lease;
- (e) *receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);*
- (f) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 150 days in order to raise finance or to finance the acquisition of those assets or services;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) required to be accounted for as indebtedness in accordance with GAAP;
- (h) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, *only the marked to market value shall be taken into account, provided that for the purposes of Clause 27.5 of the Group Intercreditor Deed, only the net amount not paid or which is payable by the relevant member of the Group shall be included*);
- (i) any amount raised pursuant to any issue of shares which are expressed to be redeemable in cash (other than redeemable shares in respect of which the redemption is prohibited until after repayment in full of all Outstandings under the Facilities);
- (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial or other institution; or
- (k) the amount of any liability in respect of any guarantee or indemnity for the Financial Indebtedness of another person referred to in paragraphs (a) to (j) above.

First Beneficiary means the Security Trustee to the extent only of the amounts payable to it in its capacity as such (for its own account) pursuant to the Senior Finance Documents.

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

Fourth Beneficiaries means the Alternative Bridge Agent and the Alternative Bridge Lenders.

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

Group has the meaning given to it in the Senior Facilities Agreement.

Group Intercreditor Deed means the intercreditor deed entered between the Security Trustee, the Facility Agent, the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Restructuring Swap Counterparties and certain other members of the Group through which the parties have agreed to regulate their relationship as creditors on the terms set out in the Group Intercreditor Deed.

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

Hedge Discharge Date means the date on which each Hedge Counterparty has notified the Security Trustee that it is satisfied that its Hedging Liabilities have been fully and finally satisfied and no further Hedging Liabilities can arise under or in respect of any Hedging Agreement entered into by such Hedge Counterparty.

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

Hedging Agreement means (a) each Existing Hedging Agreement and (b) any New Hedging Agreement (as the context may require).

Hedging Discharge Date means the date on which each Hedge Counterparty has notified the Security Trustee that it is satisfied that its Hedging Liabilities have been fully and finally satisfied and no further Hedging Liabilities can arise under or in respect of any Hedging Agreement entered into by such Hedge Counterparty.

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

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

Instructing Party means:

- (a) at any time prior to the Senior Discharge Date, an "Instructing Group" as defined in the Senior Facilities Agreement;

- (b) at any time from (and including) the Senior Discharge Date until the Hedging Discharge Date, all the Hedge Counterparties; and
- (c) at any time after the later to occur of the Senior Discharge Date and the Hedging Discharge Date, an "Instructing Group" as defined in the Alternative Bridge Facility Agreement.

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

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

Intergroup Creditor means

- (a) as at the date of the Group Intercreditor Deed, each member of the Group that is a creditor in respect of any Intergroup Liabilities of any Obligor; and
- (b) at any time thereafter, each person who becomes a creditor in respect of any Intergroup Liabilities and who accedes to the Group Intercreditor Deed in the capacity of an Intergroup Creditor by its execution and delivery of a Deed of Accession.

Intergroup Debtor means:

- (a) as at the date of the Group Intercreditor Deed, any Obligor that is a debtor in respect of any Intergroup Liabilities; and
- (b) at any time thereafter, each person who becomes a debtor in respect of any Intergroup Liabilities and who accedes to the Group Intercreditor Deed in the capacity of an Intergroup Debtor by its execution and delivery of a Deed of Accession.

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

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

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

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

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

Material Adverse Effect has the meaning given to it in the Senior Facilities Agreement.

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

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

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

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

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

New Hedging Agreement means any agreement entered into after the date of the Group Intercreditor Deed between an Obligor and a New Hedge Counterparty in connection with Hedging Arrangements.

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

NTL High Yield Notes has the meaning given to it in the Senior Facilities Agreement.

New Security Documents means the Security Documents (as defined in the Senior Facilities Agreement) and the Security Documents (as defined in the Alternative Bridge Facility Agreement).

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

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

- (a) part IA, in the case of Intercompany Indebtedness; and
- (b) part IIA, in the case of Insurances.

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

NTL CABLE PLC means a company incorporated in England & Wales with registered number 5061787 and having its registered office at NTL House, Bartley Wood Business Park, Hook, Hampshire RG27 9UP (the "NTL Cable").

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

Obligors' Agent means the Company in its capacity as agent for the Parent and the Obligors (other than the US Borrower), pursuant to Clause 30.18 of the Senior Facilities Agreement.

Original Alternative Bridge Guarantors means each of the members of the Bank Group identified as original guarantors under the Alternative Bridge Facility Agreement.

Original Charging Companies has the meaning given to it in the Debenture.

Original Charging Partnerships has the meaning given to it in the Debenture.

Original Senior Borrowers means NTL Investment Holdings Limited, Telewest Communications Networks Limited, NTLIH Sub Limited and NTL Dover LLC.

Original Senior Guarantors means the parties who have signed the Group Intercreditor Deed and are identified as original senior guarantors.

Outstandings has the meaning given to it in the Senior Facilities Agreement.

Parent has the meaning given to it in the Senior Facilities Agreement.

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

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

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

Prohibited Action means

- (i) in relation to any Alternative Bridge Liability:

- (a) the payment, repayment or purchase of such Alternative Bridge Liability or any part thereof;
 - (b) the discharge by way of set-off, combination of accounts or other similar action with respect to such Alternative Bridge Liability or any part thereof unless effected pursuant to any mandatory requirement of applicable law;
 - (c) the creation of any Encumbrance in respect of such Alternative Bridge Liability over any or all of the assets or revenues of the person by whom such Alternative Bridge Liability is owed;
 - (d) the giving of a guarantee or other assurance against financial loss in respect of such Alternative Bridge Liability;
 - (e) the amendment, variation, waiver or release of any term of any agreement under which or whereby such Alternative Bridge Liability is outstanding, evidenced, secured or guaranteed, save for amendments of an immaterial or technical nature or which correct a manifest error or as permitted by the Group Intercreditor Deed;
 - (f) any action whereby the priority as to payment of such Alternative Bridge Liability under the Group Intercreditor Deed is altered; or
 - (g) any action prohibited in accordance with Clause 7.2 of the Group Intercreditor Deed.
- (ii) in relation to an Intergroup Liability:
- (a) the payment, repayment or purchase of such Intergroup Liability or any part thereof;
 - (b) the discharge by way of set-off, combination of accounts or other similar action with respect to such Intergroup Liability or any part thereof unless effected pursuant to any mandatory requirement of applicable law;
 - (c) the creation of any Encumbrance over any or all of the assets or revenues of the Intergroup Debtor in respect of such Intergroup Liability;
 - (d) the giving of a guarantee or other assurance against financial loss in respect of such Intergroup Liability;
 - (e) any action whereby the priority as to payment of such Intergroup Liability under the Group Intercreditor Deed is altered; or
 - (f) any action prohibited in accordance with Clause 7.3 of the Group Intercreditor Deed.

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

Refinancing Facilities Agreement means any facilities agreement under which facilities are made available for the refinancing of the facilities made available under the Senior

Facilities Agreement and which is designated as such by the Borrowers by notice to the Facility Agent party to the Group Intercreditor Deed at such time and provided that the aggregate principal amount of such refinancing indebtedness does not exceed the aggregate principal amount of the Commitments of the Senior Lenders under the Senior Facilities Agreement as at the date of the Group Intercreditor Deed, together with any New Senior Liabilities permitted to be incurred under Clause 12 of the Group Intercreditor Deed.

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

- (a) any proceeds of and any right or option to receive any dividend, distribution, interest or other income paid or payable in relation to any such Investment; and
- (b) any right or option to receive, call for delivery of or otherwise acquire any stocks, shares, debentures, bonds, loan stocks, warrants, securities, monies or other property of any kind, accruing or offered at any time or deriving therefrom, whether in addition to or in substitution for such Investment,

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

Restructuring Swap Counterparties means the Institutions whose names and addresses are set out in Part II of Schedule 6 to the Group Intercreditor Deed (each in its capacity as a Restructuring Swap Counterparty, a **Restructuring Swap Counterparty**).

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

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

Secured Obligations means the Security Trustee Liabilities, the Senior Liabilities and the Hedging Liabilities.

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

Security Documents means the New Security Documents and each of the Existing TW Security Documents listed in Part 1 of Schedule 8 of the Group Intercreditor Deed.

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

Security Trustee means Deutsche Bank AG, London Branch in its capacity as security trustee under the Senior Facilities Agreement.

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

Senior Discharge Date means the first date on which:

- (a) none of the Senior Finance Parties (including any senior finance parties under any Refinancing Facilities Agreement) is under any commitment, obligation or liability (whether actual or contingent) to make advances or provide other financial accommodation to any Obligor under any of the Senior Finance Documents; and
- (b) all Senior Liabilities (including any Senior Liabilities under any Refinancing Facilities Agreement) have been unconditionally and irrevocably paid and discharged in full, provided that for these purposes, regard shall not be had to any unclaimed indemnities, tax gross ups or other similar amounts.

Senior Facilities Agreement means the senior facilities agreement dated on or about the date of the Group Intercreditor Deed between *inter alia* the Ultimate Parent, the Original Senior Borrowers, the Facility Agent, the Security Trustee and the Senior Lenders (including, on and from the date on which the Structure Notice is delivered, as amended in the form of the Structure 2 Senior Facilities Agreement and/or as amended in accordance with Clause 43 (*Amendments*) thereof, provided that such amendments could not reasonably be expected to have a Material Adverse Effect, or otherwise with the consent of an Instructing Group (as defined in the Alternative Bridge Facility Agreement)), or any Refinancing Facilities Agreement (and references in the Group Intercreditor Deed to any Clause or provision of the Senior Facilities Agreement shall, as the context may require, include references to the corresponding clause or provision of any Refinancing Facilities Agreement).

Senior Finance Documents means the Finance Documents (as defined in the Senior Facilities Agreement or any Refinancing Facilities Agreement).

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

Senior Lenders means:

- (a) a bank or financial institution or other person named in Part 1 of Schedule 1 (*Senior Lenders*) of the Group Intercreditor Deed (unless it has ceased to be a party thereto in accordance with the terms thereof); or
- (b) a bank or financial institution or other person which has become (and remains) a party thereto as a Senior Lender in accordance with the provisions of Clause 16.3 (*New Creditors*) thereof and in accordance with the provisions of the Senior Facilities Agreement or any Refinancing Facilities Agreement.

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

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

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

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

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

Structure Notice has the meaning given to it in the Senior Facilities Agreement.

Subsidiaries of a company shall be construed as a reference to:

- (a) any company:
 - (i) more than 50% of the issued share capital or membership interests of which is beneficially owned, directly or indirectly, by the first-mentioned company; or
 - (ii) where the first-mentioned company has the right or ability to control directly or indirectly the affairs or the composition of the board of directors (or equivalent of it) of such company; or
 - (iii) which is a Subsidiary of another Subsidiary of the first-mentioned company; or
- (b) for the purposes of Clause 22 and Clause 23 of the Senior Facilities Agreement and any provision of the Senior Facilities Agreement where the financial terms defined in Clause 23 of the Senior Facilities Agreement are used, any legal entity which is accounted for under applicable GAAP as a Subsidiary of the first-mentioned company.

Telewest Group means the Ultimate Parent and its Subsidiaries from time to time. For information purposes only, the members of the Telewest Group as at the date of the Senior Facilities Agreement and prior to the Merger taking place, are listed in Part 2 of Schedule 9 of the Senior Facilities Agreement.

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

Ultimate Parent means Telewest Global, INC. (to be renamed "NTL Incorporated" on or following consummation of the Merger), a company incorporated in the State of Delaware,

United States of America, whose registered office is at 1105 North Market Street, Suite 1300, Wilmington, Delaware 19801, United States of America.

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

US Borrower means NTL DOVER LLC, a limited liability company organised under the laws of the State of Delaware, United States of America, whose registered office is at c/o National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware 19904, United States of America.

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



**CERTIFICATE OF THE REGISTRATION OF
AN ALTERATION TO A FLOATING CHARGE**

Company number 75177

I hereby certify that particulars of an instrument of alteration dated
3 MARCH 2006

were delivered pursuant to section 410 of the Companies Act, 1985,
on 22 MARCH 2006.

The instrument relates to a charge created on 3 MARCH 2006

by NTL GLASGOW

in favour of DEUTSCHE BANK AG

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh
24 MARCH 2006



C O M P A N I E S H O U S E

