

M

CHFP041

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

COMPANIES HOUSE
PAID £13
EDINBURGHPlease complete
legibly, preferably
in black type or,
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

22

SC075177

Name of company

* insert full name
of company

*NTL Glasgow (the "Chargor")

Date of creation of the charge (note 1)

15 April 2010

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

Confirmation Deed dated 15 April 2010 (the Confirmation Deed)

Names of the persons entitled to the charge

Deutsche Bank AG, London Branch (the Facility Agent under the New SFA)

Short particulars of all the property charged

The whole of the property (including uncalled capital) which is (at the
date of the Floating Charge) or may be from time to time while the
Floating Charge is in force comprised in the property and undertaking of
the Chargor.Please see Paper Apart 4⁴⁵ for definitions.Presenter's name address and
reference (if any):Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN
SAG/DOR/CLP/DEU002.0064For official use (02
Charges Section

FRIDAY



S69JOJLI

SCT 30/04/2010 1557

COMPANIES HOUSE

SCT 30/04/2010 228

COMPANIES HOUSE

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

Please do not
write in
this margin

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

See Paper Apart 1

Date(s) of execution of the instrument of alteration

15 April 2010

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 2

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

Please do not
write in
this margin

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

See Paper Apart 3

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)*

Signed

On behalf of [company] [chargee] †

Date 30/4/10

† delete as
appropriate

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 applicable to the foregoing Form 466 in respect of deed of accession dated 15 April 2010 relative to a Group Intercreditor Deed among, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008 and 30 October 2009 and as amended and restated on 8 January 2010 ("Group Intercreditor Deed")

Names and addresses of the persons who have executed the deed of accession:

NAME	ADDRESS
ANDOVER CABLEVISION LIMITED	160 Great Portland Street, London, W1W 5QA
ANGLIA CABLE COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
AVON CABLE JOINT VENTURE	160 Great Portland Street, London, W1W 5QA
BCMV LIMITED	160 Great Portland Street, London, W1W 5QA
BERKHAMSTED PROPERTIES & BUILDING CONTRACTORS LIMITED	160 Great Portland Street, London, W1W 5QA
BIRMINGHAM CABLE CORPORATION LIMITED	160 Great Portland Street, London, W1W 5QA
BIRMINGHAM CABLE LIMITED	160 Great Portland Street, London, W1W 5QA
CABLE CAMDEN LIMITED	160 Great Portland Street, London, W1W 5QA
CABLE ENFIELD LIMITED	160 Great Portland Street, London, W1W 5QA
CABLE HACKNEY & ISLINGTON LIMITED	160 Great Portland Street, London, W1W 5QA
CABLE HARINGEY LIMITED	160 Great Portland Street, London, W1W 5QA
CABLE LONDON LIMITED	160 Great Portland Street, London, W1W 5QA
CABLE TELEVISION LIMITED	160 Great Portland Street, London, W1W 5QA
CABLE THAMES VALLEY LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL (UK) LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL CARDIFF LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL CENTRAL HERTFORDSHIRE LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL HERTFORDSHIRE LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL HERTS AND BEDS LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL INVESTMENTS LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL NEWPORT	160 Great Portland Street, London, W1W 5QA

CABLETEL NORTH BEDFORDSHIRE LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL SURREY AND HAMPSHIRE LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL TELECOM SUPPLIES LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL WEST GLAMORGAN LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL WEST RIDING LIMITED	160 Great Portland Street, London, W1W 5QA
CAMBRIDGE CABLE SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
CAMBRIDGE HOLDING COMPANY LIMITED	160 Great Portland Street, London, W1W 5QA
CCL CORPORATE COMMUNICATION SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
CENTRAL CABLE HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
COLUMBIA MANAGEMENT LIMITED	160 Great Portland Street, London, W1W 5QA
COMTEL CABLE SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
COMTEL COVENTRY LIMITED	160 Great Portland Street, London, W1W 5QA
CONTINENTAL SHELF 16 LIMITED	160 Great Portland Street, London, W1W 5QA
CREDIT-TRACK DEBT RECOVERY LTD	160 Great Portland Street, London, W1W 5QA
CRYSTAL PALACE RADIO LIMITED	160 Great Portland Street, London, W1W 5QA
DIAMOND CABLE COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
DIGITAL TELEVISION NETWORK LIMITED	160 Great Portland Street, London, W1W 5QA
DTELS LIMITED	160 Great Portland Street, London, W1W 5QA
EAST COAST CABLE LIMITED	160 Great Portland Street, London, W1W 5QA
ED STONE LIMITED	160 Great Portland Street, London, W1W 5QA
EMS INVESTMENTS LIMITED	160 Great Portland Street, London, W1W 5QA
ENABLIS LIMITED	160 Great Portland Street, London, W1W 5QA
EUROBELL (HOLDINGS) LIMITED	160 Great Portland Street, London, W1W 5QA
EUROBELL (IDA) LIMITED	160 Great Portland Street, London, W1W 5QA
EUROBELL (NO. 2) LIMITED	160 Great Portland Street, London, W1W 5QA
EUROBELL (NO. 3) LIMITED	160 Great Portland Street, London, W1W 5QA
EUROBELL (NO. 4) LIMITED	160 Great Portland Street, London, W1W 5QA
EUROBELL (SOUTH WEST) LIMITED	160 Great Portland Street, London, W1W 5QA
EUROBELL (SUSSEX) LIMITED	160 Great Portland Street, London, W1W 5QA

EUROBELL (WEST KENT) LIMITED	160 Great Portland Street, London, W1W 5QA
EUROBELL CPE LIMITED	160 Great Portland Street, London, W1W 5QA
EUROBELL INTERNET SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
EUROBELL LIMITED	160 Great Portland Street, London, W1W 5QA
FILEGALE LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXIMEDIA LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH (1992) LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH (KINDERNET INVESTMENT) LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH (TRAVEL CHANNEL) LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH BROADBAND LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH BROADCASTING LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH BUSINESS NEWS LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH CHILDRENS CHANNEL LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH DIGITAL BROADCASTING LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH DISTRIBUTION LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH FAMILY CHANNEL LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH IVS LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH MEDIA HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH MUSIC PUBLISHING LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH VIDEO GAMES LIMITED	160 Great Portland Street, London, W1W 5QA
FLEXTECH-FLEXINVEST LIMITED	160 Great Portland Street, London, W1W 5QA
GENERAL CABLE GROUP LIMITED	160 Great Portland Street, London, W1W 5QA
GENERAL CABLE HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
GENERAL CABLE LIMITED	160 Great Portland Street, London, W1W 5QA
HEARTLAND CABLEVISION (UK) LIMITED	160 Great Portland Street, London, W1W 5QA
HEARTLAND CABLEVISION II (UK) LIMITED	160 Great Portland Street, London, W1W 5QA
HERTS CABLE LIMITED	160 Great Portland Street, London, W1W 5QA
INTERACTIVE DIGITAL SALES LIMITED	160 Great Portland Street, London, W1W 5QA

JEWEL HOLDINGS	160 Great Portland Street, London, W1W 5QA
LANBASE EUROPEAN HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
LANBASE LIMITED	160 Great Portland Street, London, W1W 5QA
LICHFIELD CABLE COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
M&NW NETWORK II LIMITED	160 Great Portland Street, London, W1W 5QA
M&NW NETWORK LIMITED	160 Great Portland Street, London, W1W 5QA
MAZA LIMITED	160 Great Portland Street, London, W1W 5QA
METRO HERTFORDSHIRE LIMITED	160 Great Portland Street, London, W1W 5QA
METRO SOUTH WALES LIMITED	160 Great Portland Street, London, W1W 5QA
MIDDLESEX CABLE LIMITED	160 Great Portland Street, London, W1W 5QA
NORTHAMPTON CABLE TELEVISION LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (AYLESBURY AND CHILTERN) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (B) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (BROADLAND) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (CITY AND WESTMINSTER) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (COUNTY DURHAM) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (CRUK)	160 Great Portland Street, London, W1W 5QA
NTL (CWC HOLDINGS)	160 Great Portland Street, London, W1W 5QA
NTL (CWC) CORPORATION LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (CWC) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (CWC) MANAGEMENT LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (CWC) NO. 2 LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (CWC) NO. 3 LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (CWC) NO. 4 LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (CWC) PROGRAMMING LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (CWC) UK	160 Great Portland Street, London, W1W 5QA
NTL (EALING) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (FENLAND) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (GREENWICH AND LEWISHAM) LIMITED	160 Great Portland Street, London, W1W 5QA

NTL (HAMPSHIRE) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (HARROGATE) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (HARROW) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (KENT) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (LAMBETH AND SOUTHWARK) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (LEEDS) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (NORWICH) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (PETERBOROUGH) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (SOUTH EAST) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (SOUTH LONDON) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (SOUTHAMPTON AND EASTLEIGH) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (SUNDERLAND) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (THAMESMEAD) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (V)	160 Great Portland Street, London, W1W 5QA
NTL (WANDSWORTH) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (WEARISIDE) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (WEST LONDON) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (YORCAN) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL (YORK) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL ACQUISITION COMPANY LIMITED	160 Great Portland Street, London, W1W 5QA
NTL BOLTON CABLEVISION HOLDING COMPANY	160 Great Portland Street, London, W1W 5QA
NTL BUSINESS (IRELAND) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL BUSINESS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS BOLTON	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS BROMLEY	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS BURY AND ROCHDALE	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS CHESHIRE	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS DERBY	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS EAST LANCASHIRE	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS GREATER	160 Great Portland Street, London, W1W 5QA

MANCHESTER	
NTL CABLECOMMS GROUP LIMITED	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS HOLDINGS NO. 1 LIMITED	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS HOLDINGS NO. 2 LIMITED	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS LANCASHIRE NO. 1	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS LANCASHIRE NO. 2	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS MACCLESFIELD	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS MANCHESTER LIMITED	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS OLDHAM AND TAMESIDE	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS SOLENT	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS STAFFORDSHIRE	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS STOCKPORT	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS SURREY	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS SUSSEX	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS WESSEX	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS WEST SURREY LIMITED	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS WIRRAL	160 Great Portland Street, London, W1W 5QA
NTL CAMBRIDGE LIMITED	160 Great Portland Street, London, W1W 5QA
NTL CHARTWELL HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL COMMUNICATIONS SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
NTL DARLINGTON LIMITED	160 Great Portland Street, London, W1W 5QA
NTL DERBY CABLEVISION HOLDING COMPANY	160 Great Portland Street, London, W1W 5QA
NTL EQUIPMENT NO. 1 LIMITED	160 Great Portland Street, London, W1W 5QA
NTL EQUIPMENT NO. 2 LIMITED	160 Great Portland Street, London, W1W 5QA
NTL FINANCE LIMITED	160 Great Portland Street, London, W1W 5QA
NTL GLASGOW HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL HOLDINGS (BROADLAND) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL HOLDINGS (EAST LONDON) LIMITED	160 Great Portland Street, London, W1W 5QA

NTL HOLDINGS (FENLAND) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL HOLDINGS (LEEDS) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL HOLDINGS (NORWICH) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL HOLDINGS (PETERBOROUGH) LIMITED	160 Great Portland Street, London, W1W 5QA
NTL INTERNET LIMITED	160 Great Portland Street, London, W1W 5QA
NTL INTERNET SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
NTL IRISH HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL KIRKLEES	160 Great Portland Street, London, W1W 5QA
NTL KIRKLEES HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL LIMITED	160 Great Portland Street, London, W1W 5QA
NTL MANCHESTER CABLEVISION HOLDING COMPANY	160 Great Portland Street, London, W1W 5QA
NTL MICROCLOCK SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
NTL MIDLANDS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL MILTON KEYNES LIMITED	160 Great Portland Street, London, W1W 5QA
NTL NATIONAL NETWORKS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL NETWORKS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL PARTCHEER COMPANY LIMITED	160 Great Portland Street, London, W1W 5QA
NTL RECTANGLE LIMITED	160 Great Portland Street, London, W1W 5QA
NTL SIDEOFFER LIMITED	160 Great Portland Street, London, W1W 5QA
NTL SOLENT TELEPHONE AND CABLE TV COMPANY LIMITED	160 Great Portland Street, London, W1W 5QA
NTL SOUTH CENTRAL LIMITED	160 Great Portland Street, London, W1W 5QA
NTL SOUTH WALES LIMITED	160 Great Portland Street, London, W1W 5QA
NTL STREETUNIQUE PROJECTS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL STREETUNIT PROJECTS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL STREETUSUAL SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
NTL STREETVISION SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
NTL STREETVITAL SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
NTL STREETWARM SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
NTL STREETWIDE SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
NTL STRIKEAGENT TRADING LIMITED	160 Great Portland Street, London, W1W 5QA

NTL STRIKEAMOUNT TRADING LIMITED	160 Great Portland Street, London, W1W 5QA
NTL STRIKEAPART TRADING LIMITED	160 Great Portland Street, London, W1W 5QA
NTL SYSTEMS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL TECHNICAL SUPPORT COMPANY LIMITED	160 Great Portland Street, London, W1W 5QA
NTL TEESSIDE LIMITED	160 Great Portland Street, London, W1W 5QA
NTL TELECOM SERVICES LIMITED	160 Great Portland Street, London, W1W 5QA
NTL UK TELEPHONE AND CABLE TV HOLDING COMPANY LIMITED	160 Great Portland Street, London, W1W 5QA
NTL VICTORIA II LIMITED	160 Great Portland Street, London, W1W 5QA
NTL VICTORIA LIMITED	160 Great Portland Street, London, W1W 5QA
NTL WESTMINSTER LIMITED	160 Great Portland Street, London, W1W 5QA
NTL WINSTON HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
NTL WIRRAL TELEPHONE AND CABLE TV COMPANY	160 Great Portland Street, London, W1W 5QA
OXFORD CABLE LIMITED	160 Great Portland Street, London, W1W 5QA
SCREENSHOP LIMITED	160 Great Portland Street, London, W1W 5QA
SECURE BACKUP SYSTEMS LIMITED	160 Great Portland Street, London, W1W 5QA
SHEFFIELD CABLE COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
SOUTHERN EAST ANGLIA CABLE LIMITED	160 Great Portland Street, London, W1W 5QA
SOUTHWESTERN BELL INTERNATIONAL HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
STAFFORD COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
SWINDON CABLE LIMITED	160 Great Portland Street, London, W1W 5QA
TAMWORTH CABLE COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (CENTRAL LANCASHIRE) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (COTSWOLDS) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (COTSWOLDS) VENTURE	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (LIVERPOOL) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (LONDON	160 Great Portland Street, London, W1W 5QA

SOUTH) JOINT VENTURE	
TELEWEST COMMUNICATIONS (LONDON SOUTH) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (MIDLANDS AND NORTH WEST) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (MIDLANDS) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (NOMINEES) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (NORTH EAST) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (NORTH EAST) PARTNERSHIP	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (NORTH WEST) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (SCOTLAND) VENTURE	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (SOUTH EAST) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (SOUTH EAST) PARTNERSHIP	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (SOUTH THAMES ESTUARY) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (SOUTH WEST) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (ST. HELENS & KNOWSLEY) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (TYNESIDE) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (WIGAN) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS CABLE LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS NETWORKS LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST PARLIAMENTARY HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA

TELEWEST UK LIMITED	160 Great Portland Street, London, W1W 5QA
TELSO COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
THE CABLE CORPORATION LIMITED	160 Great Portland Street, London, W1W 5QA
THE YORKSHIRE CABLE GROUP LIMITED	160 Great Portland Street, London, W1W 5QA
THESEUS NO. 1 LIMITED	160 Great Portland Street, London, W1W 5QA
THESEUS NO. 2 LIMITED	160 Great Portland Street, London, W1W 5QA
TVS PENSION FUND TRUSTEES LIMITED	160 Great Portland Street, London, W1W 5QA
TVS TELEVISION LIMITED	160 Great Portland Street, London, W1W 5QA
UNITED ARTISTS INVESTMENTS LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN MEDIA BUSINESS LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN MEDIA INVESTMENTS LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN MEDIA INVESTMENT HOLDINGS LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN MEDIA LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN MEDIA PAYMENTS LTD	160 Great Portland Street, London, W1W 5QA
VIRGIN MEDIA SECURED FINANCE PLC	160 Great Portland Street, London, W1W 5QA
VIRGIN MEDIA SFA FINANCE LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN MEDIA WHOLESALE LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN MOBILE GROUP (UK) LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN MOBILE HOLDINGS (UK) LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN MOBILE TELECOMS LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN NET LIMITED	160 Great Portland Street, London, W1W 5QA
VISION NETWORKS SERVICES UK LIMITED	160 Great Portland Street, London, W1W 5QA
VMIH SUB LIMITED	160 Great Portland Street, London, W1W 5QA
WESSEX CABLE LIMITED	160 Great Portland Street, London, W1W 5QA
WINDSOR TELEVISION LIMITED	160 Great Portland Street, London, W1W 5QA
XL DEBT RECOVERY AGENCY LIMITED	160 Great Portland Street, London, W1W 5QA
X-TANT LIMITED	160 Great Portland Street, London, W1W 5QA
YORKSHIRE CABLE COMMUNICATIONS LIMITED	160 Great Portland Street, London, W1W 5QA
CABLETEL SCOTLAND LIMITED	160 Great Portland Street, London, W1W 5QA
NTL GLASGOW	160 Great Portland Street, London, W1W 5QA

PROSPECTRE LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (DUNDEE & PERTH) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (MOTHERWELL) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (SCOTLAND HOLDINGS) LIMITED	160 Great Portland Street, London, W1W 5QA
TELEWEST COMMUNICATIONS (SCOTLAND) LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN MEDIA TELEVISION LIMITED	160 Great Portland Street, London, W1W 5QA
VIRGIN MEDIA TELEVISION RIGHTS LIMITED	160 Great Portland Street, London, W1W 5QA
CHALLENGE TV	160 Great Portland Street, London, W1W 5QA
BRAVO TV LIMITED	160 Great Portland Street, London, W1W 5QA
LIVING TV LIMITED	160 Great Portland Street, London, W1W 5QA
TROUBLE TV LIMITED	160 Great Portland Street, London, W1W 5QA
CHARTWELL INVESTORS L.P.	160 Great Portland Street, London, W1W 5QA
NNS U.K. HOLDINGS 2, INC.	160 Great Portland Street, London, W1W 5QA
NNS U.K. HOLDINGS 1 LLC	160 Great Portland Street, London, W1W 5QA
NORTH CABLECOMMS HOLDINGS, INC.	160 Great Portland Street, London, W1W 5QA
NORTH CABLECOMMS L.L.C.	160 Great Portland Street, London, W1W 5QA
NORTH CABLECOMMS MANAGEMENT, INC.	160 Great Portland Street, London, W1W 5QA
NTL (TRIANGLE) LLC	160 Great Portland Street, London, W1W 5QA
NTL BROMLEY COMPANY	160 Great Portland Street, London, W1W 5QA
NTL CABLECOMMS GROUP, INC.	160 Great Portland Street, London, W1W 5QA
NTL CHARTWELL HOLDINGS 2, INC.	160 Great Portland Street, London, W1W 5QA
NTL CHARTWELL HOLDINGS, INC.	160 Great Portland Street, London, W1W 5QA
NTL NORTH CABLECOMMS HOLDINGS, INC.	160 Great Portland Street, London, W1W 5QA
NTL NORTH CABLECOMMS MANAGEMENT, INC.	160 Great Portland Street, London, W1W 5QA
NTL PROGRAMMING SUBSIDIARY COMPANY	160 Great Portland Street, London, W1W 5QA
NTL SOLENT COMPANY	160 Great Portland Street, London, W1W 5QA
NTL SOUTH CABLECOMMS HOLDINGS,	160 Great Portland Street, London, W1W 5QA

INC.	
NTL SOUTH CABLECOMMS MANAGEMENT, INC.	160 Great Portland Street, London, W1W 5QA
NTL SURREY COMPANY	160 Great Portland Street, London, W1W 5QA
NTL SUSSEX COMPANY	160 Great Portland Street, London, W1W 5QA
NTL UK CABLECOMMS HOLDINGS, INC.	160 Great Portland Street, London, W1W 5QA
NTL WESSEX COMPANY	160 Great Portland Street, London, W1W 5QA
NTL WINSTON HOLDINGS, INC.	160 Great Portland Street, London, W1W 5QA
NTL WIRRAL COMPANY	160 Great Portland Street, London, W1W 5QA
SOUTH CABLECOMMS HOLDINGS, INC.	160 Great Portland Street, London, W1W 5QA
SOUTH CABLECOMMS L.L.C.	160 Great Portland Street, London, W1W 5QA
SOUTH CABLECOMMS MANAGEMENT, INC.	160 Great Portland Street, London, W1W 5QA
WINSTON INVESTORS L.L.C.	160 Great Portland Street, London, W1W 5QA
AVON CABLE LIMITED PARTNERSHIP	160 Great Portland Street, London, W1W 5QA
COTSWOLDS CABLE LIMITED PARTNERSHIP	160 Great Portland Street, London, W1W 5QA
EDINBURGH CABLE LIMITED PARTNERSHIP	160 Great Portland Street, London, W1W 5QA
ESTUARIES CABLE LIMITED PARTNERSHIP	160 Great Portland Street, London, W1W 5QA
LONDON SOUTH CABLE PARTNERSHIP	160 Great Portland Street, London, W1W 5QA
TCI/US WEST CABLE COMMUNICATIONS GROUP	160 Great Portland Street, London, W1W 5QA
TYNESIDE CABLE LIMITED PARTNERSHIP	160 Great Portland Street, London, W1W 5QA
UNITED CABLE (LONDON SOUTH) LIMITED PARTNERSHIP	160 Great Portland Street, London, W1W 5QA
BIRMINGHAM CABLE FINANCE LIMITED	160 Great Portland Street, London, W1W 5QA
FUTURE ENTERTAINMENT S.À R.L.	MediaCentre, Betzdorf, 11 rue Pierre Werner, L-6832 Betzdorf, Luxembourg
Deutsche Bank AG, London Branch	Winchester House 1 Great Winchester Street London EC2N 2DB

Names and Addresses of the persons who have executed the Group Intercreditor Deed:

	Name	Address
The Original Facility Agent (for itself and on behalf of the Original Security Trustee, the Senior Lenders and the Existing Hedge Counterparties (as defined below))		
1.	Deutsche Bank AG, London Branch	Winchester House 1 Great Winchester Street London EC2N 2DB
The Ultimate Parent		
2.	Virgin Media Inc.	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
The Parent		
3.	Virgin Media Finance PLC	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
UK Borrowers		
4.	Virgin Media Investment Holdings Limited	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
5.	VMIH Sub Limited	As Above
6.	Telewest Communications Networks Limited	As Above
7.	Telewest Communications Group Limited	As Above
8.	Virgin Media Limited	As Above
US Borrower		
9.	Virgin Media Dover LLC	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP

(The UK Borrowers and the US Borrower, together being the "**Original Senior Borrowers**").

Obligors' Agent

10.	Virgin Media Investment Holdings Limited (as Obligors' Agent for the entities listed below as the Original Senior Guarantors, Intergroup Creditors and Intergroup Debtors)	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
-----	---	--

Names and Addresses of additional persons who are bound by the terms of the Intercreditor Amendment and Restatement Deed:

	Name	Address
The Original Security Trustee		
11.	Deutsche Bank AG, London Branch	Winchester House 1 Great Winchester Street London EC2N 2DB
The Senior Lenders		
Please see Paper Apart 4 for definition of Senior Lenders		
The Existing Hedge Counterparties		
12.	ABN Amro Bank N.V.	199 Bishopsgate London EC2M 3XW
13.	Barclays Bank plc	Murray House 1 Royal Mint Court London EC3N 4HH
14.	BNP Paribas	10 Harewood Avenue London NW1 6AA
15.	Calyon	Broadwalk House 5 Appold Street London EC2A 2DA
16.	Commerzbank Aktiengesellschaft	60 Gracechurch Street London EC3V 0HR
17.	Cooperative Centrale Raiffeisen-Boerenleenbank BA (trading as Rabobank International), London Branch	Thames Court One Queenhithe London EC4V 3RL
18.	Credit Suisse International	1-5 Cabot Square London E14 4QJ
19.	Deutsche Bank AG, London Branch	Winchester House 1 Great Winchester Street

		London EC2N 2DB
20.	Fortis Bank SA NV	Montagne Du Parc, 3 B-1000 Brussels
21.	Goldman Sachs International	Peterborough Court 133 Fleet Street London EC4A 2BB
22.	HSBC Bank plc	Level 22 8 Canada Square London E14 5HQ
23.	Lloyds TSB Bank plc	25 Gresham Street London EC2V 7HN
24.	Natixis Banques Populaires	85 King William Street London EC4N 7BL
25.	Société Générale	Tour Société Générale 17 Cours Valmy 92972 Paris La Defense CED
26.	The Governor and Company of the Bank of Ireland	Bow Bells House, 1 Bread Street, London, EC4M 9BE
27.	Bank of Scotland plc	The Mound Edinburgh Eh1 1YZ
28.	The Royal Bank of Scotland plc	36 St Andrew Square Edinburgh EH2 2YB
29.	WestLB AG	WestLB AG Herzogstrasse 15 D-40217 Düsseldorf Germany AND Wooldgate Exchange, 25 Basinghall Street, London, EC2V 5HA
The Original Senior Guarantors, Intergroup Creditors and Intergroup Debtors		
NTL		
30.	Andover Cablevision Limited	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
31.	Anglia Cable Communications Limited	As Above

32.	Berhamsted Properties & Building Contractors Limited	As Above
33.	Cable Television Limited	As Above
34.	Cable Thames Valley Limited	As Above
35.	CableTel Cardiff Limited	As Above
36.	CableTel (UK) Limited	As Above
37.	CableTel Central Herfordshire Limited	As Above
38.	CableTel Herfordshire Limited	As Above
39.	CableTel Herts and Beds Limited	As Above
40.	CableTel Investments Limited	As Above
41.	CableTel Newport	As Above
42.	CableTel North Bedfordshire Limited	As Above
43.	CableTel Scotland Limited	Media House 60 Maxwell Road Glasgow G41 1PR
44.	CableTel Surrey and Hampshire Limited	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
45.	CableTel Telecom Supplies Limited	As Above
46.	CableTel West Glamorgan Limited	As Above
47.	CableTel West Riding Limited	As Above
48.	Cambridge Cable Services Limited	As Above
49.	Cambridge Holding Company Limited	As Above
50.	CCL Corporate Communications Services Limited	As Above
51.	Chartwell Investors L.P.	As Above
52.	Columbia Management Limited	As Above
53.	ComTel Cable Services Limited	As Above
54.	ComTel Coventry Limited	As Above
55.	Credit-Track Debt Recovery Limited	As Above
56.	Diamond Cable (Bassetlaw) Limited	As Above

57.	Diamond Cable (Burton-Up-on-Trent) Limited	As Above
58.	Diamond Cable (Chesterfield) Limited	As Above
59.	Diamond Cable (Grantham) Limited	As Above
60.	Diamond Cable (Grimclee) Limited	As Above
61.	Diamond Cable (Hinckley) Limited	As Above
62.	Diamond Cable (Leicester) Limited	As Above
63.	Diamond Cable (Lincoln) Limited	As Above
64.	Diamond Cable (Lincolnshire) Limited	As Above
65.	Diamond Cable (Mansfield) Limited	As Above
66.	Diamond Cable (Melton Mowbray) Limited	As Above
67.	Diamond Cable (Newark-On-Trent) Limited	As Above
68.	Diamond Cable (Ravenshead) Limited	As Above
69.	Diamond Cable (Vale of Belvoir) Limited	As Above
70.	Diamond Cable Acquisitions Limited	As Above
71.	Diamond Cable Communications Limited	As Above
72.	Diamond Cable Construction Limited	As Above
73.	Diamond Cable CPE Limited	As Above
74.	Diamond Holdings Limited	As Above
75.	Diamond Visual Communications Limited	As Above
76.	Digital Television Network Limited	As Above
77.	DTELS Limited	As Above
78.	East Coast Cable Limited	As Above
79.	East Midlands Cable Communications Limited	As Above
80.	East Midlands Cable Group Limited	As Above
81.	East Midlands Cable Holdings Limited	As Above
82.	Enablis Limited	As Above
83.	Heartland Cablevision (UK) Limited	As Above
84.	Heartland Cablevision II (UK) Limited	As Above

85.	Herts Cable Limited	As Above
86.	Jewel Holdings Limited	As Above
87.	Lanbase European Holdings Limited	As Above
88.	Lanbase Limited	As Above
89.	LCL Cable (Holdings) Limited	As Above
90.	LCL Telephones Limited	As Above
91.	Lichfield Cable Communications Limited	As Above
92.	Maza Limited	As Above
93.	Metro Hertfordshire Limited	As Above
94.	Metro South Wales Limited	As Above
95.	NNS UK Holdings 1 LLC	As Above
96.	NNS Y.K. Holdings 2, Inc.	As Above
97.	North CableComms Holdings, Inc	As Above
98.	North CableComms L.L.C.	As Above
99.	North CableComms Management, Inc.	As Above
100.	Northampton Cable Television Limited	As Above
101.	NTL (Aylesbury and Chiltern) Limited	As Above
102.	NTL (B) Limited	As Above
103.	NTL (Broadland) Limited	As Above
104.	NTL (Chichester) Limited	As Above
105.	NTL (City and Westminster) Limited	As Above
106.	NTL (County Durham) Limited	As Above
107.	NTL (CRUK) Limited	As Above
108.	NTL (CWC holdings)	As Above
109.	NTL (CWC) Corporation Limited	As Above
110.	NTL (CWC) Limited	As Above
111.	NTL (CWC) Management	As Above
112.	NTL (CWC) No. 2 Limited	As Above

113.	NTL (CWC) No. 3 Limited	As Above
114.	NTL (CWC) No. 4 Limited	As Above
115.	NTL (CWC) Programming Limited	As Above
116.	NTL (CWC) UK	As Above
117.	NTL (Ealing) Limited	As Above
118.	NTL (Eastbourne and Hastings) Limited	As Above
119.	NTL (Fenland) Limited	As Above
120.	NTL (Greenwich and Lewisham) Limited	As Above
121.	NTL (Hampshire) Limited	As Above
122.	NTL (Harrogate) Limited	As Above
123.	NTL (Harrow) Limited	As Above
124.	NTL (Kent) Limited	As Above
125.	NTL (Lambeth and Southwark) Limited	As Above
126.	NTL (Leeds) Limited	As Above
127.	NTL (Norwich) Limited	As Above
128.	NTL (Peterborough) Limited	As Above
129.	NTL (South East) Limited	As Above
130.	NTL (South London) Limited	As Above
131.	NTL (Southampton and Eastleigh) Limited	As Above
132.	NTL (Sunderland) Limited	As Above
133.	NTL (Thamesmead) Limited	As Above
134.	NTL (Triangle) LLC	As Above
135.	NTL (V) Limited	As Above
136.	NTL (Wandsworth) Limited	As Above
137.	NTL (Wearside) Limited	As Above
138.	NTL (West London) Limited	As Above
139.	NTL (Yorcan) Limited	As Above
140.	NTL (York) Limited	As Above

141.	NTL Acquisition Company Limited	As Above
142.	NTL Bolton Cablevision Holding Company	As Above
143.	NTL Bromley Company	As Above
144.	NTL Business (Ireland) Limited	As Above
145.	NTL Business Limited	As Above
146.	NTL Cablecomms Bolton	As Above
147.	NTL Cablecomms Bromley	As Above
148.	NTL Cablecomms Bury and Rochdale	As Above
149.	NTL Cablecomms Cheshire	As Above
150.	NTL Cablecomms Derby	As Above
151.	NTL Cablecomms East Lancashire	As Above
152.	NTL Cablecomms Greater Manchester	As Above
153.	NTL Cablecomms Group Limited	As Above
154.	NTL Cablecomms Group, Inc.	As Above
155.	NTL Cablecomms Holdings No. 1 Limited	As Above
156.	NTL Cablecomms Holdings No. 2 Limited	As Above
157.	NTL Cablecomms Lancashire No. 1	As Above
158.	NTL Cablecomms Lancashire No. 2	As Above
159.	NTL Cablecomms Limited	As Above
160.	NTL Cablecomms Macclesfield	As Above
161.	NTL Cablecomms Manchester Limited	As Above
162.	NTL Cablecomms Oldham and Tameside	As Above
163.	NTL Cablecomms Solent	As Above
164.	NTL Cablecomms Staffordshire	As Above
165.	NTL Cablecomms Stockport	As Above
166.	NTL Cablecomms Surrey	As Above
167.	NTL Cablecomms Sussex	As Above
168.	NTL Cablecomms Wessex	As Above

169.	NTL Cablecomms West Surrey Limited	As Above
170.	NTL Cablecomms Wirral	As Above
171.	NTL Cambridge Limited	As Above
172.	NTL Chartwell Holdings 2, Inc.	As Above
173.	NTL Chartwell Holdings, Inc.	As Above
174.	NTL Chartwell Holdings Limited	As Above
175.	NTL Communications Services Limited	As Above
176.	NTL Darlington Limited	As Above
177.	NTL Derby Cablevision Holding Company	As Above
178.	NTL Equipment No. 1 Limited	As Above
179.	NTL Equipment No. 2 Limited	As Above
180.	NTL Finance Limited	As Above
181.	NTL Glasgow	Media House 60 Maxwell Road Glasgow G41 1PR
182.	NTL Glasgow Holdings Limited	Media House 60 Maxwell Road Glasgow G41 1PR
183.	NTL Holdings (Broadland) Limited	160 Great Portland Street London W1W 5QA
184.	NTL Holdings (East London) Limited	As Above
185.	NTL Holdings (Fenland) Limited	As Above
186.	NTL Holdings (Leeds) Limited	As Above
187.	NTL Holdings (Norwich) Limited	As Above
188.	NTL Holdings (Peterborough) Limited	As Above
189.	NTL Internet Limited	As Above
190.	NTL Internet Services Limited	As Above
191.	NTL Investment Holdings Limited	As Above
192.	NTL Irish Holdings Limited	As Above
193.	NTL Kirklees	As Above
194.	NTL Kirklees Holdings Limited	As Above

195.	NTL Limited	As Above
196.	NTL Manchester Cablevision Holding Company	As Above
197.	NTL Microclock Services Limited	As Above
198.	NTL Midlands Limited	As Above
199.	NTL Milton Keynes Limited	As Above
200.	NTL National Network Limited	As Above
201.	NTL Networks Limited	As Above
202.	NTL North CableComms Holdings, Inc.	As Above
203.	NTL North CableComms Management, Inc.	As Above
204.	NTL Partcheer Company Limited	As Above
205.	NTL Programming Subsidiary Company	As Above
206.	NTL Rectangle Limited	As Above
207.	NTL Sideoffer Limited	As Above
208.	NTL Solent Company	As Above
209.	NTL Solent Telephone and Cable TV Company Limited	As Above
210.	NTL South CableComms Holdings, Inc.	As Above
211.	NTL South CableComms Management, Inc.	As Above
212.	NTL South Central Limited	As Above
213.	NTL South Wales Limited	As Above
214.	NTL Streetunique Projects Limited	As Above
215.	NTL Streetunit Projects Limited	As Above
216.	NTL Streetusual Services Limited	As Above
217.	NTL Streetvision Services Limited	As Above
218.	NTL Streetvital Services Limited	As Above
219.	NTL Streetwarm Services Limited	As Above
220.	NTL Streetwide Services Limited	As Above
221.	NTL Strikeagent Trading Limited	As Above

222.	NTL Strikeamount Trading Limited	As Above
223.	NTL Strikeapart Trading Limited	As Above
224.	NTL Surrey Company	As Above
225.	NTL Sussex Company	As Above
226.	NTL Systems Limited	As Above
227.	NTL Technical Support Company Limited	As Above
228.	NTL Teesside Limited	As Above
229.	NTL Telecom Services Limited	As Above
230.	NTL UK CableComms Holdings, Inc.	As Above
231.	NTL UK Telephone and Cable TV Holding Company Limited	As Above
232.	NTL Victoria Limited	As Above
233.	NTL Victoria II Limited	As Above
234.	NTL Wessex Company	As Above
235.	NTL Westminster Limited	As Above
236.	NTL Winston Holdings Limited	As Above
237.	NTL Winston Holdings, Inc.	As Above
238.	NTL Wirral Company	As Above
239.	NTL Wirral Telephone and Cable TV Company	As Above
240.	Oxford Cable Limited	As Above
241.	Prospectre Limited	NTL House 60 Maxwell Road Glasgow G41 1PR
242.	Secure Backup Systems Limited	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
243.	South CableComms Holdings, Inc.	As Above
244.	South CableComms L.L.C.	As Above
245.	South CableComms Management, Inc.	As Above
246.	Southern East Anglia Cable Limited	As Above

247.	Stafford Communications Limited	As Above
248.	Swindon Cable Limited	As Above
249.	Tamworth Cable Communications Limited	As Above
250.	VMIH Sub Limited	As Above
251.	Virgin Media Dover LLC	As Above
252.	Virgin Media Group Limited	As Above
253.	Virgin Net Limited	As Above
254.	Vision Networks Services UK Limited	As Above
255.	Wessex Cable Limited	As Above
256.	Winston Investors L.L.C.	As Above
257.	XL Debt Recovery Agency Limited	As Above
258.	X-Tant Limited	As Above
	<u>Telewest Group Companies</u>	
259.	Birmingham Cable Corporation Limited	As Above
260.	Birmingham Cable Limited	As Above
261.	Cable Camden Limited	As Above
262.	Cable Enfield Limited	As Above
263.	Cable Hackney & Islington Limited	As Above
264.	Cable Haringey Limited	As Above
265.	Cable London Limited	As Above
266.	Central Cable Holdings Limited	As Above
267.	Crystal Palace Radio Limited	As Above
268.	Filegale Limited	As Above
269.	General Cable Group Limited	As Above
270.	General Cable Holdings Limited	As Above
271.	General Cable Limited	As Above
272.	Imminus Limited	As Above

273.	Middlesex Cable Limited	As Above
274.	Sheffield Cable Communications Limited	As Above
275.	Southwestern Bell International Holdings Limited	As Above
276.	Telewest Communications (Central Lancashire) Limited	As Above
277.	Telewest Communications (Cotswolds) Limited	As Above
278.	Telewest Communications (Liverpool) Limited	As Above
279.	Telewest Communications (London South) Limited	As Above
280.	Telewest Communications (Midlands and North West) Limited	As Above
281.	Telewest Communications (Midlands) Limited	As Above
282.	Telewest Communications (Nominees) Limited	As Above
283.	Telewest Communications (North East) Limited	As Above
284.	Telewest Communications (North West) Limited	As Above
285.	Telewest Communications (South East) Limited	As Above
286.	Telewest Communications (South Thames Estuary) Limited	As Above
287.	Telewest Communications (South West) Limited	As Above
288.	Telewest Communications (St. Helens & Knowsley) Limited	As Above
289.	Telewest Communications (Tyne-side) Limited	As Above
290.	Telewest Communications (Wigan) Limited	As Above
291.	Telewest Communications Cable Limited	As Above
292.	Telewest Communications Group Limited	As Above
293.	Telewest Communications Holdings Limited	As Above
294.	Telewest Communications Networks Limited	As Above
295.	Telewest UK Limited	As Above
296.	Telewest Limited	As Above
297.	Telewest Parliamentary Holdings Limited	As Above
298.	The Cable Corporation Limited	As Above

299.	Theseus No. 1 Limited	As Above
300.	Theseus No. 2 Limited	As Above
301.	Windsor Television Limited	As Above
302.	Yorkshire Cable Communications Limited	As Above
303.	The Yorkshire Cable Group Limited	As Above
304.	EuroBell (Holdings) Limited	As Above
305.	EuroBell (Sussex) Limited	As Above
306.	EuroBell (South West) Limited	As Above
307.	EuroBell (West Kent) Limited	As Above
308.	EuroBell (IDA) Limited	As Above
309.	EuroBell Internet Services Limited	As Above
310.	EuroBell CPE Limited	As Above
311.	EuroBell Limited	As Above
312.	EMS Investments Limited	As Above
313.	EuroBell (No. 2) Limited	As Above
314.	EuroBell (No. 3) Limited	As Above
315.	EuroBell (No. 4) Limited	As Above ¹
	<u>Scottish Companies</u>	
316.	Telewest Communications (Dundee & Perth) Limited	1 South Gyle Crescent Edinburgh EH12 9EG
317.	Telewest Communications (Motherwell) Limited	As Above
318.	Telewest Communications (Scotland Holdings) Limited	As Above
319.	Telewest Communications (Scotland) Limited	As Above
	<u>Jersey Company</u>	
320.	Birmingham Cable Finance Limited	Virgin Media House Bartley Wood Business Park Hook Hampshire RG27 9UP
	<u>Partnerships and Joint Ventures</u>	

321.	Avon Cable Joint Venture	As Above
322.	Avon Cable Limited Partnership	As Above
323.	Cotswold Cable Limited Partnership	As Above
324.	Edinburgh Cable Limited Partnership	As Above
325.	Estuaries Cable Limited Partnership	As Above
326.	London South Cable Partnership	As Above
327.	TCI/US West Cable Communications Group	As Above
328.	Telewest Communications (London South) Joint Venture	As Above
329.	Telewest Communications (Cotswold) Venture	As Above
330.	Telewest Communications (North East) Partnership	As Above
331.	Telewest Communications (Scotland) Venture	As Above
332.	Telewest Communications (South East) Partnership	As Above
333.	Tyneside Cable Limited Partnership	As Above
334.	United Cable (London South) Limited Partnership	As Above
	<u>Flextech</u>	
335.	Flextech Broadband Limited	As Above
336.	Flextech Broadcasting Limited	As Above
337.	Screenshop Limited	As Above
338.	Living TV Limited	As Above
339.	Trouble TV Limited	As Above
340.	Challenge TV Limited	As Above
341.	Bravo TV Limited	As Above
342.	Ed Stone TV Limited	As Above
343.	United Artists Investments Limited	As Above
344.	Flextech Business News Limited	As Above
345.	Continental Shelf 16 Limited	As Above
346.	TVS Television Limited	As Above

347.	TVS Pension Fund Trustees Limited	As Above
348.	Telso Communications Limited	As Above
349.	Flextech Rights Limited	As Above
350.	Minotaur International Limited	As Above
351.	Flextech Television Limited	As Above
352.	Interactive Digital Sales Limited	As Above
353.	Flextech Music Publishing Limited	As Above
354.	Flextech (1992) Limited	As Above
355.	Flextech Medial Holdings Limited	As Above
356.	Flextech (Kindernet Investment) Limited	As Above
357.	Flextech-Flexinvest Limited	As Above
358.	Flextech IVS Limited	As Above
359.	<i>Flextech Family Channel Limited</i>	As Above
360.	Flextech Distribution Limited	As Above
361.	Flextech Childrens Channel Limited	As Above
362.	Flextech Communications Limited	As Above
363.	Flextech (Travel Channel) Limited	As Above
364.	Flextech Digital Broadcasting Limited	As Above
365.	Flextech Video Games Limited	As Above

See Paper Apart 4 for definitions

This is Paper Apart 2 applicable to the foregoing Form 466 in respect of deed of accession dated 15 April 2010 relative to a Group Intercreditor Deed among, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008 and 30 October 2009 and as amended and restated on 8 January 2010 ("Group Intercreditor Deed")

1. NO NEW ENCUMBRANCES

- 1.1 Until the Senior Discharge Date, no Obligor shall grant or permit any additional Encumbrances, or take any action to perfect any additional Encumbrances, on any asset or property to secure any Series of Senior Liabilities unless it has also granted an Encumbrance on such asset or property to secure all of the other Series of Senior Liabilities to the extent legally possible and without undue burden on the Group (excluding limitations or exclusions in the Security provided to any Series pursuant to the terms of the Senior Finance Documents in respect of such Series) and has taken all actions to perfect such Encumbrances. To the extent that the foregoing provisions are not complied with for any reason, without limiting any other rights and remedies available to the Security Trustee or other Senior Finance Parties, any amounts received by any Senior Finance Party in contravention of Clause 7.8 of the Group Intercreditor Deed shall forthwith be paid to the Security Trustee for the benefit of the Priority Creditors for application pursuant to and in accordance with Clause 8.2 (*General Application of Proceeds*) of the Group Intercreditor Deed.

2. INTERGROUP LIABILITIES

- 2.1 Until the Final Discharge Date, each Intergroup Debtor undertakes to the Security Trustee and each of the other 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 (*Permitted Payments*) of the Group Intercreditor Deed.

3. OBLIGATIONS OF THE INTERGROUP CREDITORS

- 3.1 Until the Final 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 (*Permitted Payments*) of the Group Intercreditor Deed.

See Paper Apart 4 for definitions.

This is Paper Apart 3 applicable to the foregoing Form 466 in respect of deed of accession dated 15 April 2010 relative to a Group Intercreditor Deed among, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008 and 30 October 2009 and as amended and restated on 8 January 2010 ("Group Intercreditor Deed")

1. RANKING OF SECURITY

- 1.1 Subject to Clause 8 (*Proceeds of Enforcement of Security*), all existing and future security conferred by the Security will secure all Senior Liabilities (to the extent so secured and subject to the provisions of the Group Intercreditor Deed), the Security Trustee Liabilities and the Hedging Liabilities regardless of:

- 1.1.1 the date on which the Senior Liabilities, the Security Trustee Liabilities and the Hedging Liabilities arise;
- 1.1.2 whether the Senior Finance Parties or the Hedge Counterparties are obliged to advance moneys included in the Senior Liabilities or the Hedging Liabilities; and
- 1.1.3 any fluctuations in the amount of the Senior Liabilities, the Security Trustee Liabilities or the Hedging Liabilities,

and any intermediate discharge of the Senior Liabilities, the Security Trustee Liabilities or the Hedging Liabilities in whole or in part.

- 1.2 Subject to Clause 8 (*Proceeds of Enforcement of Security*), 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 Group Intercreditor Deed (as set forth in paragraph 1.2 of Paper Apart 3) shall apply notwithstanding that all or any of the Security is void, set aside or otherwise invalid.

See Paper Apart 4 for definitions

This is Paper Apart 4 applicable to the foregoing Form 466 in respect of deed of accession dated 15 April 2010 relative to a Group Intercreditor Deed among, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008 and 30 October 2009 and as amended and restated on 8 January 2010 ("Group Intercreditor Deed")

(The definitions in this paper apart 4 do not apply to paper apart 5 to the Form 466)

"Additional Liability" means in relation to a Liability, any present and future liabilities and obligations at any time of all or any of the Obligor, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters 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;
- (d) any claim for breach of representation, warranty or undertaking or an event of default or under an indemnity or in connection with any other document or agreement evidencing or constituting any other liability or obligation falling within this definition; or
- (e) 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.

"Authorised Representative" means the facility agent, trustee or similar representative in respect of any Series of Senior Liabilities and the Senior Representative, if any.

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

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

- (a) euro (A) is a TARGET Day and (B) is a day on which banks generally are open for business in the financial centre selected by the Facility Agent for receipt of payments in euro; or
- (b) in a currency other than euro, banks generally are open for business in the principal financial centre of the country of such currency.

"Commitments" shall have the same meaning given to it in the Senior Facilities Agreement.

"Company" means Virgin Media Investment Holdings Limited and its successors in title from time to time.

"Deed of Accession" means a Deed of Accession substantially in the form set out in Schedule 1 (*Deed of Accession*) of the Group Intercreditor Deed or in such other form as the Relevant Agent and the Obligor's Agent shall agree.

"Designated Refinancing Facilities Agreement" means, upon repayment of all liabilities under the Senior Facilities Agreement and cancellation of all undrawn commitments thereunder, any Refinancing Facilities Agreement designated or redesignated as the "Designated Refinancing

Facilities Agreement" by written notice from the Company to the Security Trustee (with a copy to each Authorised Representative). Only one agreement at a time may be a Designated Refinancing Facilities Agreement.

"Encumbrance" means:

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

"Enforcement Control Event" means when (x) 60 consecutive Business Days have lapsed since both of the following have occurred at the same time (i) the aggregate outstanding principal amount and undrawn uncanceled commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement is less than £1.0 billion and (ii) the aggregate outstanding principal amount and undrawn commitments under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement represents less than 60% (sixty percent) of the aggregate outstanding principal amount and undrawn commitments under all Senior Liabilities and (y) both conditions under clauses (i) and (ii) continue to exist on such 60th Business Day.

"Exposure" means, in respect of any Hedge Counterparty, an amount equal to the aggregate of:

- (a) in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement that has, as of the date the calculation is made, been terminated or closed out in accordance with the terms of the Group Intercreditor Deed, the amount, if any, payable to it under any Hedging Agreement in respect of that termination or close out as of the date of termination or close out (and taking into account any interest accrued on that amount since the date of termination or close out) to the extent that amount is unpaid (that amount to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement); and
- (b) in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement that has, as of the date the calculation is made, not been terminated or closed out, the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be an Early Termination Date (as defined in the relevant Hedging Agreement) for which the relevant Hedging Obligor is the Defaulting Party (as defined in the relevant Hedging Agreement), that amount to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement.

"Facility Agent" means the Original Facility Agent or its successor or any agent, trustee or other person fulfilling a similar role under the Senior Facilities Agreement or the Designated Refinancing Facilities Agreement from time to time.

"Floating Charge" means the floating charge dated 18 and 19 January 2010 by the Chargor in favour of Deutsche Bank AG London Branch as security trustee for the Beneficiaries.

"Final Discharge Date" means the later of the Senior Discharge Date and the Hedging Discharge Date.

"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.

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

"Group Intercreditor Deed" means the group intercreditor deed between, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended and restated on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008, 30 October 2009 and 8 January 2010.

"Hedge Counterparties" means, collectively, the Existing Hedge Counterparties and, following their accession to the Group Intercreditor Deed in accordance with the provisions of Clause 18.3 (*New Creditors*) of the Group Intercreditor Deed, any New Hedge Counterparties.

"Hedging Agreement" means any and each agreement entered into from time to time between an Obligor and a Hedge Counterparty in connection with Hedging Arrangements.

"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 and which are permitted under the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement and which are documented by one or more Hedging Agreements.

"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 all present and future Indebtedness and other obligations and liabilities at any time of all or any of the Obligors whether actual or contingent or whether owed or incurred solely or jointly or in any other capacity whatsoever to the Hedge Counterparties (or any one or more of them) under or in connection with any Hedging Agreements together with any related Additional Liabilities owed to any Hedge Counterparty or Hedge Counterparties and together also with all costs, charges and expenses incurred at any time by any Hedge Counterparty or Hedge Counterparties in connection with the protection, preservation or enforcement of its rights under any Hedging Agreements.

"Instructing Party" means:

- (a) prior to the Senior Discharge Date:
 - (i) prior to an Enforcement Control Event, the Instructing Group (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement); or
 - (ii) upon an Enforcement Control Event, the Senior Finance Parties representing a majority of the aggregate outstanding principal amount and undrawn uncanceled commitments under the Senior Finance Documents at the relevant date of determination; and
- (b) at any time from (and including) the Senior Discharge Date but prior to the Hedging Discharge Date, such Hedge Counterparties whose aggregate Exposure represents not less than 66⅔% (sixty-six and two-thirds percent) of the aggregate Exposure of all Hedge Counterparties at the relevant date of determination.

"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 after the date of the Group Intercreditor Deed, 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 after the date of the Group Intercreditor Deed, 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.

"Intergroup Liabilities" means all present and future obligations constituted by 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.

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

"New Hedge Counterparty" means each party to a Hedging Agreement which has acceded to this Deed as a Hedge Counterparty in accordance with the provisions of Clause 18.3 (*New Creditors*) of the Group Intercreditor Deed and **"New Hedge Counterparties"** means all such parties.

"New Senior Liabilities" shall have the meaning given to such term in Clause 12 (*New Senior Liabilities*) (excluding, for the avoidance of doubt, any credit exposure of a Senior Finance Party, if any, in its capacity as a Hedge Counterparty, if applicable).

"Obligors" means the Original Senior Borrowers, the Original Senior Guarantors and any debtor or grantor of guarantees and/or security in respect of the Senior Facilities Agreement, any Refinancing Facilities Agreement or any other Senior Finance Document.

"Obligors' Agent" means the Company in its capacity as agent pursuant to Clause 30.18 (*Obligors' Agent*) of the Senior Facilities Agreement, or any person acting in a corresponding capacity pursuant to any Designated Refinancing Facilities Agreement.

"Priority Creditors" means the Senior Finance Parties and the Hedge Counterparties.

"Priority Liabilities" means the Senior Liabilities and the Hedging Liabilities.

"Prohibited Actions" means in relation to an Intergroup Liability:

- (i) the payment, repayment or purchase of such Intergroup Liability or any part thereof;
- (ii) 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;

- (iii) the creation of any Encumbrance over any or all of the assets or revenues of the Intergroup Debtor in respect of such Intergroup Liability;
- (iv) the giving of a guarantee or other assurance against financial loss in respect of such Intergroup Liability;
- (v) any action whereby the priority as to payment of such Intergroup Liability under the Group Intercreditor Deed is altered; or
- (vi) any action prohibited in accordance with Clause 7.4 (*Restrictions on Enforcement by Intergroup Creditors*) of the Group Intercreditor Deed.

"Refinancing Facilities Agreement" means any agreement under which debt facilities are made available for the refinancing of the facilities made available under the Senior Facilities Agreement or any Designated Refinancing Facilities Agreement and which is designated as such by the Company by notice to the Security Trustee and any Relevant Agent, 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 or any Designated Refinancing Facilities Agreement that it is refinancing plus any amount permitted to be incurred under Clause 12 (*New Senior Liabilities*) of the Group Intercreditor Deed.

"Relevant Agent" means (i) prior to the Enforcement Control Event, the Facility Agent and (ii) after the Enforcement Control Event, the Senior Representative.

"Second Beneficiaries" means the Facility Agent, any other Authorised Representatives, the Senior Finance Parties 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 Security Documents (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement) and any other document executed at any time by any member of the Group conferring or evidencing any Encumbrance for or in respect of any of the Priority Liabilities.

"Security Trustee" means the Original Security Trustee or its successor (and/or any replacement or additional security trustee under any Security Trust 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 or other Senior Finance Documents) 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 or other Senior Finance Document) 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 3 March 2006 (as amended and restated from time to time) between *inter alia* the Ultimate Parent, the Original Borrowers, the Original Facility Agent, the Original Security Trustee and the Senior Lenders.

"Senior Finance Documents" means (i) the Relevant Finance Documents (as defined in the Senior Facilities Agreement) or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, or if it is not defined there, the Finance Documents as defined in the Designated Refinancing Facilities Agreement), (ii) any Refinancing Facilities Agreement and (iii) any document evidencing New Senior Liabilities.

"Senior Finance Parties" means (i) the Relevant Finance Parties (as defined in the Senior Facilities Agreement or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, or if it is not defined there, the Finance Parties as defined in the Designated Refinancing Facilities Agreement) and (ii) any other creditor or designated agent under any of the Senior Finance Documents.

"Senior Lenders" means a bank or financial institution or other person which has become (and remains) a party hereto as a Senior Lender in accordance with the provisions of Clause 18.3 (*New Creditors*) of the Group Intercreditor Deed and in accordance with the provisions of the Senior Facilities Agreement or any Designated 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, but excluding any Hedging Liabilities) 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, and provided that for the purposes of the interpretation of the definition of **"Senior Liabilities"** in:

- (i) the Security Documents (other than the share charge agreement specified in paragraph 2 of Part 4 of Schedule 4 (*Vanilla Initial Security Documents*) to the Senior Facilities Agreement and the assignment of loans dated 31 July 2006 granted by the Parent in favour of the Security Trustee in respect of the shares of the Company (the **"C Facility Security Documents"**)) only, Senior Liabilities shall not include any C Facility Liabilities (as defined in the Senior Facilities Agreement); and
- (ii) the C Facility Security Documents only, Senior Liabilities shall not include any C Facility Liabilities other than the liabilities of the Parent under paragraph (b) of Clause 29.1 (*Guarantee*) and paragraph (b) of Clause 29.2 (*Indemnity*) of the Senior Facilities Agreement.

"Senior Representative" means the representative appointed by the Instructing Party to represent the Senior Finance Parties after an Enforcement Control Event, which, in the absence of an appointment by the Instructing Party, shall be the facility agent, trustee or similar representative of the Series of Senior Liabilities representing the largest portion of the aggregate outstanding principal amount and undrawn uncanceled commitments of all Senior Liabilities at the relevant date of determination.

"Series" means any series or class of Senior Liabilities outstanding from time to time. For the avoidance of doubt, all Senior Liabilities outstanding under the same facilities agreement, note indenture or other debt agreement shall constitute a single Series unless any tranche or series under such agreement has different rights in respect of the Security, in which case such tranche or series shall constitute a separate Series as the context requires.

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

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

This is Paper Apart 5 applicable to the foregoing Form 466 in respect of deed of accession dated 15 April 2010 relative to a Group Intercreditor Deed among, amongst others, Deutsche Bank AG, London Branch (as Original Facility Agent and Original Security Trustee), the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (all as defined therein) originally dated 3 March 2006, as amended on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008 and 30 October 2009 and as amended and restated on 8 January 2010 ("Group Intercreditor Deed")

1 CHARGING PROVISIONS

1.1 Notice of Designation of Security

Pursuant to the definition of "Refinancing Facilities Agreement" contained in the Group Intercreditor Agreement, the New SFA was hereby designated, as of 15 April 2010, as a Refinancing Facilities Agreement under the Group Intercreditor Agreement.

Pursuant to the definition of "Designated Refinancing Facilities Agreement" contained in the Group Intercreditor Agreement, the New SFA was hereby designated, as of 15 April 2010, as a Designated Refinancing Facilities Agreement under the Group Intercreditor Agreement.

Pursuant to clause 12 (New Senior Liabilities) of the Group Intercreditor Agreement the Facilities (as defined in the New SFA) were hereby designated, as of 15 April 2010, as New Senior Liabilities under the Group Intercreditor Agreement.

1.2 Confirmation of Designation of Security

The Chargor hereby acknowledges and agrees to the New SFA and the transactions contemplated thereby and hereby confirms all payment and performance obligations, contingent or otherwise, and undertakings arising under or in connection with its respective agreements, guarantees, pledges and grants of Encumbrances (as defined in the New SFA), as applicable, under and subject to the terms of the Group Intercreditor Agreement and each Security Document to which it is party, and agrees that, notwithstanding the effectiveness of the New SFA and the consummation of the transactions contemplated thereby (including the repayment in full of all indebtedness under the Old SFA), the pledges and grants of Encumbrances given in connection with the Security Documents are in full force and effect and remain and shall hereafter continue to secure the "Senior Liabilities" (under and as defined in the Group Intercreditor Agreement), as applicable.

1.3. Notice of Designation of Secured Obligations

The Senior Secured Notes (being Financial Indebtedness, as defined in the New SFA), were hereby designated, as of 15 April 2010, as Designated Secured Obligations.

2 ACKNOWLEDGEMENT

The Chargor acknowledges and agrees that:

- (a) the New SFA is a "Designated Refinancing Facilities Agreement" and a "Senior Finance Document" (under and as defined in the Group Intercreditor Agreement);
- (b) the lenders and agents from time to time under the New SFA are:
 - (i) "Senior Finance Parties" (under and as defined in the Group Intercreditor Agreement); and
 - (ii) "Beneficiaries" (under and as defined in the Group Intercreditor Agreement and each Security Document);

- (c) all obligations of the Chargor in respect of the New SFA are:
 - (i) "Senior Liabilities" (under and as defined in the Group Intercreditor Agreement) and "Senior Liabilities" (under and as defined in the Security Trust Agreement); and
 - (ii) "Secured Obligations" (under and as defined in each Security Document) and "Secured Obligations" (under and as defined in the Security Trust Agreement); and
- (d) the Security Trustee is and remains and shall hereafter be the "Security Trustee" (under and as defined in the Group Intercreditor Agreement) notwithstanding any repayment and/or termination of the Old SFA.

3 SENIOR FINANCE DOCUMENT

The Confirmation Deed is a:

- (a) "Senior Finance Document" (under and as defined in the Group Intercreditor Agreement); and
- (b) "Relevant Finance Document" (under and as defined in the New SFA).

4 RATIFICATION

The Chargor, as party to a Security Document, has hereby ratified and confirmed such

For the purposes of this paper apart 5 only, the following terms will have the following meanings:

"2014 High Yield Notes" means the Sterling denominated 9.75% senior notes due 2014, the dollar denominated 8.75% senior notes due 2014 and the euro denominated 8.75% senior notes due 2014, in each case, issued by the Parent;

"2016 High Yield Notes" means the 9.125% sterling denominated senior notes due 2016, the 9.50% dollar denominated senior notes due 2016 and the 9.50% euro denominated senior notes due 2016, in each case, issued by the Parent;

"Additional Liability" means in relation to a Liability, any present and future liabilities and obligations at any time of all or any of the Obligors, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters 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;
- (d) any claim for breach of representation, warranty or undertaking or an event of default or under an indemnity or in connection with any other document or agreement evidencing or constituting any other liability or obligation falling within this definition; or
- (e) 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.

"Additional Senior Secured Notes" means any notes where the incurrence of any Financial Indebtedness under such notes would not result in (i) the pro forma Leverage Ratio (giving effect to such incurrence and the use of proceeds thereof) on the Quarter Date prior to such incurrence (giving pro forma effect to any movement of cash out of the Bank Group since such date pursuant to Clause

25.5 (Dividends, Distributions and Share Capital) of the New SFA and any Permitted Payments (as defined in the New SFA)) exceeding the ratio set out in Clause 25.4(p) (Financial Indebtedness) of the New SFA for the Quarter Date following such incurrence and (ii) the pro forma ratio of Consolidated Senior Net Debt (giving effect to such incurrence and the use of proceeds thereof and giving pro forma effect to any movement of cash out of the Bank Group since such date pursuant to Clause 25.5 (Dividends, Distributions and Share Capital) and any Permitted Payments) to Consolidated Operating Cashflow for the Quarter Date prior to such incurrence exceeding the ratio set out in Clause 25.2(o) (Negative Pledge) for the Quarter Date following such incurrence and:

(a) that are issued by the Parent, Virgin Media Investment Holdings Limited or any SSN Finance Subsidiary after the Original Execution Date;

(b) having a final maturity (with no sinking fund payments) of no earlier than 31 December 2015;

(c) in respect of which the "cross-default" event of default with respect to a default under other indebtedness shall be limited to cross-default to any payment default or cross-acceleration;

(d) in respect of which some or all of the Obligors have granted security and guarantees on the terms specified in the Group Intercreditor Agreement and substantially the same as to the Existing Senior Secured Notes;

(e) the proceeds of any such notes issuance shall not be used (A) in payment of any dividends or distributions to the Ultimate Parent and (B), prior to 1 August 2011, in repayment or prepayment of any 2016 High Yield Notes; and

(f) that are designated as (i) "Senior Secured Notes" by written notice from Virgin Media Investment Holdings Limited to the Facility Agent, (ii) "New Senior Liabilities" under the Group Intercreditor Agreement by written notice from Virgin Media Investment Holdings Limited to the Facility Agent and the Security Trustee, and (iii) "Designated Senior Liabilities" under the HYD Intercreditor Agreement, in each case, within 15 days of the issuance of the relevant notes;

"Authorised Representative" means the facility agent, trustee or similar representative in respect of any Series of Senior Liabilities and the Senior Representative, if any;

"Bank Group" has the meaning given to it in the New SFA;

"Beneficiaries" means the First Beneficiary and the Second Beneficiaries;

"Consolidated Operating Cashflow" has the meaning given to such term in Clause 23.1 (Financial Definitions) of the New SFA;

"Consolidated Senior Net Debt" means, at any time, the Consolidated Senior Debt at such time less cash, subject to a maximum aggregate cash deduction of £200 million (or its equivalent in other currencies);

"Designated Refinancing Facilities Agreement" means, upon repayment of all liabilities under the New SFA and cancellation of all undrawn commitments thereunder, any Refinancing Facilities Agreement designated or redesignated as the "Designated Refinancing Facilities Agreement" by written notice from the Virgin Media Investment Holdings Limited or its successors from time to time to the Security Trustee (with a copy to each Authorised Representative). Only one agreement at a time may be a Designated Refinancing Facilities Agreement;

"Designated Secured Obligations" means Financial Indebtedness in the form of notes or other such similar instruments of any member of the Group that is designated as "Designated Secured Obligations" by written notice from the Virgin Media Investment Holdings Limited to the Security Trustee which notice will certify that the Financial Indebtedness is an instrument for which Rule 3-16 of Regulation S-X under the Securities Act ("Rule 3-16") is applicable or will become applicable upon

registration of such instrument or an instrument exchangeable for such instrument pursuant to a contractual requirement;

"Encumbrance" means:

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

"Enforcement Control Event" means when (x) 60 consecutive business days have lapsed since both of the following have occurred at the same time (i) the aggregate outstanding principal amount and undrawn uncanceled commitments under the New SFA or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement is less than £1.0 billion and (ii) the aggregate outstanding principal amount and undrawn commitments under the New SFA or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement represents less than 60% (sixty percent) of the aggregate outstanding principal amount and undrawn commitments under all Senior Liabilities and (y) both conditions under clauses (i) and (ii) continue to exist on such 60th business day;

"Existing High Yield Notes" means the 2014 High Yield Notes, the 2016 High Yield Notes, the 8.375% dollar denominated senior notes due 2019 and the 8.875% sterling denominated senior notes due 2019, in each case, issued by the Parent.

"Existing Senior Secured Notes" means the 6.50% dollar denominated senior secured notes due 2018 and the 7.00% sterling denominated senior secured notes due 2018, in each case, issued by Virgin Media Secured Finance PLC;

"Exposure" means, in respect of any Hedge Counterparty, an amount equal to the aggregate of:

- (a) in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement that has, as of the date the calculation is made, been terminated or closed out in accordance with the terms of the Group Intercreditor Deed, the amount, if any, payable to it under any Hedging Agreement in respect of that termination or close out as of the date of termination or close out (and taking into account any interest accrued on that amount since the date of termination or close out) to the extent that amount is unpaid (that amount to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement); and
- (b) in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement that has, as of the date the calculation is made, not been terminated or closed out, the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be an Early Termination Date (as defined in the relevant Hedging Agreement) for which the relevant Hedging Obligor is the Defaulting Party (as defined in the relevant Hedging Agreement), that amount to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement;

"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 (but not, in any case, trade instruments) (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 (Cross Default) of the New SFA, 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 (other than at the option of the issuer) 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 (but not, in any case, trade instruments) 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;

"Group" means Virgin Media Inc. and its subsidiaries from time to time.

"Group Intercreditor Agreement" means the intercreditor deed dated 3 March 2006, as amended and restated on 13 June 2006, 10 July 2006, 31 July 2006, 15 May 2008, 30 October 2009 and 8 January 2010 between the Security Trustee, the Facility Agent, the Original Senior Borrowers, the Original Senior Guarantors, the Senior Lenders, the Hedge Counterparties, the Intergroup Debtors and the Intergroup Creditors (as each of those terms are defined therein) and certain other members of the Group have agreed to regulate their relationship as creditors on the terms set out therein;

"Hedge Counterparties" means, collectively, the Existing Hedge Counterparties (as defined in the Group Intercreditor Deed) and, following their accession to the Group Intercreditor Deed in accordance with the provisions of Clause 18.3 (New Creditors) of the Group Intercreditor Deed, any New Hedge Counterparties;

"Hedging Agreement" means any and each agreement entered into from time to time between an Obligor and a Hedge Counterparty in connection with Hedging Arrangements.

"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 and which

are permitted under the New SFA or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement and which are documented by one or more Hedging Agreements;

"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 all present and future Indebtedness and other obligations and liabilities at any time of all or any of the Obligors whether actual or contingent or whether owed or incurred solely or jointly or in any other capacity whatsoever to the Hedge Counterparties (or any one or more of them) under or in connection with any Hedging Agreements together with any related Additional Liabilities owed to any Hedge Counterparty or Hedge Counterparties and together also with all costs, charges and expenses incurred at any time by any Hedge Counterparty or Hedge Counterparties in connection with the protection, preservation or enforcement of its rights under any Hedging Agreements;

"Hedging Obligor" means any member of the Bank Group (as defined in the New SFA) that has entered into a Hedging Agreement;

"HYD Intercreditor Agreement" means the intercreditor agreement dated 13 April 2004 between certain of the Obligors, the Relevant Finance Parties and the indenture trustee in respect of the Existing High Yield Notes;

"Indebtedness" means any obligation (whether incurred as a principal or as a 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) prior to the Senior Discharge Date:

(i) prior to an Enforcement Control Event, the Instructing Group (as defined in the New SFA or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement); or

(ii) upon an Enforcement Control Event, the Senior Finance Parties representing a majority of the aggregate outstanding principal amount and undrawn uncanceled commitments under the Senior Finance Documents at the relevant date of determination; and

(b) at any time from (and including) the Senior Discharge Date but prior to the Hedging Discharge Date, such Hedge Counterparties whose aggregate Exposure represents not less than 66 2/3% (sixty-six and two-thirds percent) of the aggregate Exposure of all Hedge Counterparties at the relevant date of determination;

"Leverage Ratio" has the meaning given to such term in paragraph (a) of Clause 23.2 (Ratios) of the New SFA;

"Liabilities" means any one or more of the Senior Liabilities, the Hedging Liabilities and the Intergroup Liabilities collectively, and "Liability" means any of them;

"New Hedge Counterparty" means each party to a Hedging Agreement which has acceded to the Group Intercreditor Deed as a Hedge Counterparty in accordance with the provisions of Clause 18.3 (New Creditors) of the Group Intercreditor Deed and "New Hedge Counterparties" means all such parties

"New Senior Liabilities" shall have the meaning given to such term in Clause 12 (New Senior Liabilities) of the Group Intercreditor Agreement (excluding, for the avoidance of doubt, any credit exposure of a Senior Finance Party, if any, in its capacity as a Hedge Counterparty, if applicable).

"New SFA" means a new New SFA dated 16 March 2010 between the Ultimate Parent, certain subsidiaries of the Ultimate Parent, the lenders and agents as defined therein and the Security Trustee;

"Obligors" means the Original Senior Borrowers (as defined in the Group Intercreditor Deed), the Original Senior Guarantors (as defined in the Group Intercreditor Deed) and any debtor or grantor of guarantees and/or security in respect of the New SFA, any Refinancing Facilities Agreement or any other Senior Finance Document.

"Old SFA" means the New SFA, dated 3 March 2006, as amended and restated on 22 May 2006, 10 July 2006, 10 August 2006, 4 April 2007, 15 May 2008, 10 November 2008, 30 October 2009 and 8 January 2010 between the Ultimate Parent, Virgin Media Finance PLC, Virgin Media Investment Holdings Limited, Telewest Communications Networks Limited and VMIH Sub Limited, as UK Borrowers, Virgin Media Dover LLC, as US Borrower, Deutsche Bank AG, London Branch, as Facility Agent, Original L/C Agent and Security Trustee, GE Corporate Banking Europe SAS, as Administrative Agent, and the banks, other lending institutions and agents party thereto from time to time;

"Original Execution Date" means 16 March 2010;

"Parent" means Virgin Media Finance PLC and its successors from time to time;

"Quarter Date" has the meaning given to such term in Clause 23.1 (Financial Definitions) of the New SFA;

"Refinancing Facilities Agreement" means any agreement under which debt facilities are made available for the refinancing of the facilities made available under the New SFA or any Designated Refinancing Facilities Agreement and which is designated as such by Virgin Media Investment Holdings Limited by notice to the Security Trustee and any Relevant Agent, 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 New SFA or any Designated Refinancing Facilities Agreement that it is refinancing plus any amount permitted to be incurred under Clause 12 (New Senior Liabilities) of the Group Intercreditor Deed;

"Relevant Agent" means (i) prior to the Enforcement Control Event, the Facility Agent under the New SFA and (ii) after the Enforcement Control Event, the Senior Representative;

"Second Beneficiaries" means the Facility Agent, any other Authorised Representatives, the Senior Finance Parties 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 documents listed in Schedule B of the Confirmation Deed (as set out below);

"Security Trustee" means Deutsche Bank AG, London Branch;

"Security Trust Agreement" means the security trust agreement dated 3 March 2006 and amended and restated on 19 January 2010 between, Deutsche Bank AG, London Branch as Security Trustee and as Facility Agent, Virgin Media Investment Holdings Limited and the companies named therein as Original Obligors;

"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 or other Senior Finance Documents) 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 or other Senior Finance Document) 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 Finance Documents" means (i) the Relevant Finance Documents (as defined in the New SFA, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, or if it is not defined there, the Finance Documents as defined in the Designated Refinancing Facilities Agreement), (ii) any Refinancing Facilities Agreement and (iii) any document evidencing New Senior Liabilities;

"Senior Finance Parties" means (i) the Relevant Finance Parties (as defined in the New SFA or, upon its repayment in full and cancellation of all undrawn commitments thereunder, the Designated Refinancing Facilities Agreement, or if it is not defined there, the Finance Parties as defined in the Designated Refinancing Facilities Agreement) and (ii) any other creditor or designated agent under any of the Senior Finance Documents;

"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, but excluding any Hedging Liabilities) 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,

and provided that for the purposes of the interpretation of the definition of "Senior Liabilities" in:

(a) the Security Documents (other than the share charge agreement specified in paragraph 2 of Part 4 of Schedule 4 (Vanilla Initial Security Documents) to the New SFA and the assignment of loans dated 31 July 2006 granted by the Parent in favour of the Security Trustee in respect of the shares of the Virgin Media Investment Holdings Limited (the "C Facility Security Documents")) only, Senior Liabilities shall not include any C Facility Liabilities (as defined in the New SFA); and

(b) the C Facility Security Documents only, Senior Liabilities shall not include any C Facility Liabilities other than the liabilities of the Parent under paragraph (b) of Clause 29.1 (Guarantee) and paragraph (b) of Clause 29.2 (Indemnity) of the New SFA.

"Senior Representative" means the representative appointed by the Instructing Party to represent the Senior Finance Parties after an Enforcement Control Event, which, in the absence of an appointment by the Instructing Party, shall be the facility agent, trustee or similar representative of the Series of Senior Liabilities representing the largest portion of the aggregate outstanding principal amount and undrawn uncanceled commitments of all Senior Liabilities at the relevant date of determination;

"Senior Secured Notes" means the Existing Senior Secured Notes, any Additional Senior Secured Notes and any Senior Secured Notes Refinancing;

"Senior Secured Notes Refinancing" means any notes issued by the Parent, Virgin Media Investment Holdings Limited or any SSN Finance Subsidiary for the purposes of refinancing all or a portion of (i) the Senior Secured Notes or (ii) the Facilities (as defined in the New SFA or (iii) any other Financial Indebtedness of the Bank Group which is secured and ranks pari passu as to right of payment with the Facilities pursuant to and in compliance with the terms of the Group Intercreditor Agreement (provided, in each case of (i) to (iii) above that such Financial Indebtedness being refinanced would have been permitted to be incurred at the time of issuance of any such notes), in each case, outstanding from time to time (including all fees, expenses, commissions, make-whole and any other contractual premium payable under such Financial Indebtedness being refinanced and any reasonable fees, costs and expenses incurred in connection with such refinancing) and designated as "Senior Secured Notes Refinancing" by written notice from the Virgin Media Investment Holdings Limited to the Facility Agent and the Security Trustee within 15 days of the issuance of the relevant notes, in respect of which the following terms apply:

(a) the principal amount of any such notes shall not exceed the principal amount of, and any outstanding interest on, the Financial Indebtedness being refinanced (plus all fees, expenses, commissions, make-whole or other contractual premium payable in connection with such refinancing); and

(b) such notes satisfy the requirements of paragraphs (a), (b), (c), (d) and (f) of the definition of Additional Senior Secured Notes;

"Series" means any series or class of Senior Liabilities outstanding from time to time. For the avoidance of doubt, all Senior Liabilities outstanding under the same facilities agreement, note indenture or other debt agreement shall constitute a single Series unless any tranche or series under such agreement has different rights in respect of the Security, in which case such tranche or series shall constitute a separate Series as the context requires;

"SSN Finance Subsidiary" means (i) Virgin Media Secured Finance PLC and (ii) any other Subsidiary directly and wholly-owned by either:

(a) Virgin Media Investment Holdings Limited engaged in the business of effecting or facilitating the issuance of Senior Secured Notes and on-lending the proceeds to Virgin Media Investment Holdings Limited; or

(b) the Parent engaged in the business of effecting or facilitating the issuance of Senior Secured Notes and on-lending the proceeds to the Parent and/or Virgin Media Investment Holdings Limited,

and in either case having no subsidiaries;

"Ultimate Parent" means Virgin Media Inc.

SCOTTISH SECURITY DOCUMENTS

From Schedule B to the Confirmation Deed

SCOTTISH SECURITY DOCUMENTS	
1.	Standard Security dated 19 January 2010 and made between CableTel (UK) Limited and Deutsche Bank AG, London Branch.
2.	Share Pledge dated 19 January 2010 and made between Virgin Media Limited and Deutsche Bank AG, London Branch.

SCOTTISH SECURITY DOCUMENTS	
3.	Share Pledge dated 19 January 2010 and made between NTL Glasgow and Deutsche Bank AG, London Branch.
4.	Share Pledge dated 19 January 2010 and made between Telewest Limited and Deutsche Bank AG, London Branch.
5.	Share Pledge dated 19 January 2010 and made between Telewest Communications (Scotland Holdings) Limited and Deutsche Bank AG, London Branch.
6.	Bond and Floating Charge dated 19 January 2010 and made between Prospectre Limited and Deutsche Bank AG, London Branch.
7.	Bond and Floating Charge dated 19 January 2010 and made between NTL Glasgow and Deutsche Bank AG, London Branch.
8.	Bond and Floating Charge dated 19 January 2010 and made between CableTel Scotland Limited and Deutsche Bank AG, London Branch.
9.	Bond and Floating Charge dated 19 January 2010 and made between Telewest Communications (Scotland Holdings) Limited and Deutsche Bank AG London Branch.
10.	Bond and Floating Charge dated 19 January 2010 and made between Telewest Communications (Scotland) Limited and Deutsche Bank AG, London Branch.
11.	Bond and Floating Charge dated 19 January 2010 and made between Telewest Communications (Motherwell) Limited and Deutsche Bank AG, London Branch.
12.	Bond and Floating Charge dated 19 January 2010 and made between Telewest Communications (Dundee & Perth) Limited and Deutsche Bank AG, London Branch.



FILE COPY

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

COMPANY NO. 75177

CHARGE NO. 22

**I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT
OF ALTERATION DATED 15 APRIL 2010**

**WERE DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006
ON 30 APRIL 2010**

**THE INSTRUMENT RELATES TO A CHARGE CREATED ON 15
APRIL 2010**

BY NTL GLASGOW

**IN FAVOUR OF
DEUTSCHE BANK AG**

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

GIVEN AT COMPANIES HOUSE, EDINBURGH 24 MAY 2010



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**