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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.**COMPANIES HOUSE
EDINBURGHPlease do not
write in
this margin

Pursuant to section 410 and 466 of the Companies Act 1985

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

For official use

Company number

23

SC075177

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

Name of company

*NTL Glasgow (the "Chargor")

* insert full name
of company

Date of creation of the charge (note 1)

15 April 2010

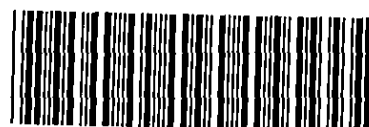
Description of the instrument creating or evidencing the charge or of any ancillary document which has been
altered (note 1)

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

Undertaking and all property and assets present (at the date of the
Composite Debenture) and future of the Chargor including uncalled capital.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 SectionFRIDAY
EDINBURGH

S69JHJLB

SCT 30/04/2010 1564

COMPANIES HOUSE

SCT 30/04/2010 235
COMPANIES HOUSE

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

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*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

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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 |

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| 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 |

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| 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 |
| FILEGAL 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |
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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 |

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| | | 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 |

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| 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 |

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| 57. | Diamond Cable (Burton-Upon-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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 |

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| 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 (Tyneside) 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 |

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| 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 Above1 |
| | <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. | Flextech Family Channel Limited | 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.

"Composite Debenture" means the composite debenture dated 19 January 2010 among, *inter alios*, the Chargor and Deutsche Bank AG London Branch as security trustee for the Beneficiaries.

"Deed of Accession" means a Deed of Accession substantially in the form set out in Schedule 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.

"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) was 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 Security Document on the terms of the Confirmation Deed.

For the purposes of this paper apart 5 only, the following words when used shall 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, assignment 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 Intercreditor 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 A of the Confirmation Deed;

"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.



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

COMPANY NO. 75177

CHARGE NO. 23

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

