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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

21



Company number
02591237

395

Name of company

* NTL Group Limited, a company incorporated and existing under the laws of England and Wales
(the "Company")

Date of creation of the charge

21 March 2005

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

Supplemental Mortgage (the "Mortgage") entered into between the Company, Credit Suisse First Boston as security trustee (the "Security Trustee") and NTL Investment Holdings Limited which is supplemental to a debenture dated 13 April 2004 and made between the companies listed therein and the Security Trustee (the "Debenture").

Amount secured by the mortgage or charge

All present and future obligations and liabilities of the Obligors or any of them to the Secured Parties or any of them under any or all of the Finance Documents together with all costs, charges and expenses incurred by or payable to any Secured Party in connection with the protection, preservation or enforcement of its rights under any Finance Document provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Security (or any part thereof) created by any provision of the Security Documents would be unlawful or prohibited by any applicable law (the "Secured Obligations").

(Please see the Schedule to this Form 395 for definitions used in this Form 395.)

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

Credit Suisse First Boston, 1 Cabot Square, London

Postcode E14 4QJ

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

White & Case
5 Old Broad Street
London EC2N 1DW

4410650-0086 KLG

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

By Clause 3 (Fixed Security) of the Mortgage, the Company with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charged in favour of the Security Trustee as trustee for the Secured Parties on the terms set out in the Security Trust Agreement, by way of first legal mortgage all the Company's right, title and interest from time to time in the Mortgaged Property.

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Particulars as to commission allowance or discount (note 3)

Signed White & Carter

Date 22 March 2005

On behalf of chargee[†]

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

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

NTL GROUP LIMITED
Company Number: 02591237

Continuation Sheet Number 1 – Definitions

“95% Security Test” means the requirement that, save as otherwise provided in clause 24.13 (*Further Assurance*) of the Senior Facilities Agreement, members of the Bank Group generating not less than 95% of the Bank Group Covenant Profit (excluding for the purposes of this definition any Bank Group Covenant Profit generated by members of the Triangle Sub-Group prior to such time that the Triangle Notes have been repaid in full and any Bank Group Covenant Profit generated by members of the Diamond Sub-Group prior to such time that the total issued share capital of Diamond Cable shall have been acquired by NTL Group Limited in accordance with the provisions of clause 49 (*Post-Execution Restructuring*)) of the Senior Facilities Agreement have acceded as Guarantors to the Senior Facilities Agreement as tested by reference to (subject to the provisions of paragraph (b) of the definition of “Merger Event Conditions”) each set of quarterly financial information relating to the Bank Group delivered to the Facility Agent pursuant to clause 22.1 (*Financial Statements*) of the Senior Facilities Agreement.

“Acceding Guarantor” means any member of the Bank Group (or immediately prior to the effective date of the Integrated Merger Event, any member of the Target Group) which has complied with the requirements of clause 26.1 (*Acceding Guarantors*) of the Senior Facilities Agreement.

“Accession Notice” means a duly completed notice of accession in the form of Part 1 of Schedule 7 (*Form of Accession Notice*) to the Senior Facilities Agreement.

“Act” means the Companies Act 1985 (as amended).

“Administrative Agent” means GE Capital Structured Finance Group Limited (as administrative agent for the Lenders under the B Facility).

“Advance” means, save as otherwise provided in the Senior Facilities Agreement, a Revolving Facility Advance, an A Facility Advance or a B Facility Advance, as the context may require.

“A Facility” means the term loan facility granted to the Borrower pursuant to clause 2.1(b) (*The Facilities*) of the Senior Facilities Agreement.

“A Facility Advance” means an advance (as from time to time reduced by repayment) made or to be made by the Lenders under the A Facility or arising in respect of the A Facility under clauses 14.3 (*Consolidation of Term Facility Advances*) or 14.4 (*Division of Term Facility Advances*) of the Senior Facilities Agreement.

“A Facility Commitment” means, in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of Part 1 of Schedule 1 (*Lenders and Commitments*) of the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement.

“A Facility Outstandings” means, at any time, the aggregate principal amount of the A Facility Advances outstanding under the Senior Facilities Agreement.

“Affiliate” means, in relation to a person, any other person directly or indirectly controlling, controlled by or under direct or indirect common control with that person, and for these purposes **“control”** shall be construed so as to mean the ownership, either directly or indirectly and legally or beneficially, of more than 50% of the issued share capital of a company or the ability to control, either directly or indirectly, the affairs or the composition of the board of directors (or equivalent of it) of a

company and “controlling”, “controlled by” and “under common control with” shall be construed accordingly.

“**Agents**” means the Facility Agent and the Administrative Agent, and “**Agent**” means either of them.

“**Ancillary Facility**” means any:

- (a) overdraft, automated payment, cheque drawing or other current account facility;
- (b) forward foreign exchange facility;
- (c) derivatives facility;
- (d) guarantee, bond issuance, documentary or stand-by letter of credit facility;
- (e) performance bond facility; and/or
- (f) such other facility or financial accommodation as may be required in connection with the Group Business and which is agreed in writing between the Borrower and the relevant Ancillary Facility Lender.

“**Ancillary Facility Commitment**” means, in relation to an Ancillary Facility Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the maximum Sterling Amount to be made available under an Ancillary Facility granted by it, to the extent not cancelled or reduced or transferred pursuant to the terms of such Ancillary Facility or under the Senior Facilities Agreement.

“**Ancillary Facility Documents**” means the documents and other instruments pursuant to which an Ancillary Facility is made available and the Ancillary Facility Outstandings under it are evidenced.

“**Ancillary Facility Lender**” means any Lender which has notified the Facility Agent that it has agreed to its nomination in a Conversion Notice to be an Ancillary Facility Lender in respect of an Ancillary Facility granted pursuant to the terms of the Senior Facilities Agreement.

“**Ancillary Facility Outstandings**” means (without double counting), at any time with respect to an Ancillary Facility Lender and each Ancillary Facility provided by it, the aggregate of:

- (a) all amounts of principal then outstanding under any overdraft, automated payment, cheque drawing or other current account facility (determined in accordance with the applicable terms) as at such time; and
- (b) in respect of any other facility or financial accommodation, such other amount as fairly represents the aggregate potential exposure of that Ancillary Facility Lender with respect to it under its Ancillary Facility, as reasonably determined by that Ancillary Facility Lender from time to time in accordance with its usual banking practices for facilities or accommodation of the relevant type (including without limitation, the calculation of exposure under any derivatives facility by reference to the mark-to-market valuation of such transaction at the relevant time).

“**Asset Passthrough**” means a series of transactions between a Bank Holdco, one or more members of the Bank Group and an Asset Transferring Party where:

- (a) in the case of an asset being transferred by a Bank Holdco to the Asset Transferring Party that asset:
 - (i) is first transferred by such Bank Holdco to a member of the Bank Group; and

- (ii) may then be transferred between various members of the Bank Group, and is finally transferred (insofar as such transaction relates to the Bank Group) to an Asset Transferring Party; or
- (b) in the case of an asset being transferred by an Asset Transferring Party to a Bank Holdco, that asset:
 - (i) is first transferred by that Asset Transferring Party to a member of the Bank Group; and
 - (ii) may then be transferred between various members of the Bank Group, and is finally transferred (insofar as such transaction relates to the Bank Group) to such Bank Holdco,

and where the purpose of each such asset transfer is, in the case of an Asset Passthrough of the type described in paragraph (a), to enable a Bank Holdco to indirectly transfer assets (other than cash) to that Asset Transferring Party and, in the case of an Asset Passthrough of the type described in paragraph (b), is to enable an Asset Transferring Party to indirectly transfer assets (other than cash) to a Bank Holdco, in either case, by way of transfers of those assets to and from (and, if necessary, between) one or more members of the Bank Group in such a manner as to be neutral to the Bank Group taken as a whole **provided that:**

- (w) the consideration payable (if any) by the first member of the Bank Group to acquire such assets comprises either (i) cash funded or to be funded directly or indirectly by a payment from (in the case of an Asset Passthrough of the type described in paragraph (a)) the Asset Transferring Party and (in the case of an Asset Passthrough of the type described in paragraph (b)) a Bank Holdco, in either case, in connection with that series of transactions or (ii) Subordinated Funding or (iii) the issue of one or more securities;
- (x) the consideration payable by (in the case of an Asset Passthrough of the type described in paragraph (a)) the Asset Transferring Party is equal to the consideration received or receivable by a Bank Holdco and (in the case of an Asset Passthrough of the type described in paragraph (b)) by a Bank Holdco is equal to the consideration received or receivable by the Asset Transferring Party (and for this purpose, a security issued by one company shall constitute equal consideration to a security issued by another company where such securities have been issued on substantially the same terms and subject to the same conditions);
- (y) all of the transactions comprising such a series of transactions (from and including the transfer of the assets by a Bank Holdco to and including the acquisition of those assets by the Asset Transferring Party or vice versa) are completed within two Business Days; and
- (z) upon completion of all of the transactions comprising such a series of transactions, no person (other than another member of the Bank Group) has any recourse to any member of the Bank Group and no member of the Bank Group which is not an Obligor may have any recourse to an Obligor, in each case in relation to such a series of transactions (other than in respect of (i) the Subordinated Funding or any rights and obligations under the securities, in each case, mentioned in paragraph (w) above and (ii) covenants as to title provided, in the case of an Asset Passthrough of the type described in paragraph (a), in favour of the Asset Transferring Party on the same terms as such covenants were provided by the Bank Holdco in respect of the relevant assets and, in the case of an Asset Passthrough of the type described in paragraph (b), in favour of the Bank Holdco on the same terms as such covenants were provided by the Asset Transferring Party in respect of the relevant assets).

"Asset Transferring Party" means the member of the Group (or any person in which a member of the Bank Group owns an interest but which is not a member of the Group), other than a member of the Bank Group (except where the asset being transferred is a security where such member of the Group may be a member of the Bank Group), who is the initial transferor or final transferee in respect of a

transfer to or from a Bank Holdco, as the case may be, through one or more members of the Bank Group.

"Available A Facility Commitment" means, in relation to a Lender, at any time and save as otherwise provided in the Senior Facilities Agreement, its A Facility Commitment at such time less the Sterling Amount of its share of the A Facility Advances made under the Senior Facilities Agreement, adjusted to take account of:

- (a) any cancellation or reduction of, or any transfer by such Lender or any transfer to it of, any A Facility Commitment, in each case, pursuant to the terms of the Senior Facilities Agreement; and
- (b) in the case of any proposed Advance, the Sterling Amount of its share of such A Facility Advance which, pursuant to any other Utilisation Request is to be made on or before the proposed Utilisation Date,

provided always that such amount shall not be less than zero.

"Available Ancillary Facility Commitment" means, in relation to an Ancillary Facility Lender and an Ancillary Facility granted by it at any time, and save as otherwise provided in the Senior Facilities Agreement or in the applicable Ancillary Facility Documents, its Ancillary Facility Commitment at such time, less the Sterling Amount of the relevant Ancillary Facility Outstandings at such time, provided always that such amount shall not be less than zero.

"Available B Facility Commitment" means, in relation to a Lender, at any time and save as otherwise provided in the Senior Facilities Agreement, its B Facility Commitment at such time less the Sterling Amount of its share of the B Facility Advances made under the Senior Facilities Agreement, adjusted to take account of:

- (a) any cancellation or reduction of, or any transfer by such Lender or any transfer to it of, any B Facility Commitment, in each case, pursuant to the terms of the Senior Facilities Agreement; and
- (b) in the case of any proposed Advance, the Sterling Amount of its share of such B Facility Advance which, pursuant to any other Utilisation Request is to be made on or before the proposed Utilisation Date,

provided always that such amount shall not be less than zero.

"Available Commitment" means, in relation to a Lender, the aggregate amount of its Available Revolving Facility Commitment, its Available Ancillary Facility Commitment and its Available Term Facility Commitments or, in the context of a particular Facility, its Available A Facility Commitment, its Available B Facility Commitment, its Available Revolving Facility Commitment or its Available Ancillary Facility Commitment, as the context may require.

"Available Facility" means, in relation to a Facility, at any time, the aggregate amount of the Available Commitments in respect of that Facility at that time.

"Available Revolving Facility" means, at any time, the aggregate amount of the Available Revolving Facility Commitments.

"Available Revolving Facility Commitment" means, in relation to a Lender, at any time and save as otherwise provided in the Senior Facilities Agreement, its Revolving Facility Commitment at such time, less the Sterling Amount of its share of the Revolving Facility Outstandings, adjusted to take account of:

- (a) any cancellation or reduction of, or any transfer by such Lender or any transfer to it of, any Revolving Facility Commitment, in each case, pursuant to the terms of the Senior Facilities Agreement; and
- (b) in the case of any proposed Utilisation, the Sterling Amount of its share of (i) such Revolving Facility Advance and/or Documentary Credit which pursuant to any other Utilisation Request is to be made, or as the case may be, issued, and (ii) any Revolving Facility Advance and/or Documentary Credit which is due to be repaid or expire (as the case may be), in each case, on or before the proposed Utilisation Date,

provided always that such amount shall not be less than zero.

"Available Term Facility Commitment" means, in relation to a Lender, the aggregate amount of its Available A Facility Commitment and its Available B Facility Commitment.

"B Facility" means the term loan facility granted to the Borrower pursuant to clause 2.1(c) (*The Facilities*) of the Senior Facilities Agreement.

"B Facility Advance" means an advance (as from time to time reduced by repayment) made or to be made by the Lenders under the B Facility or arising in respect of the B Facility under clauses 14.3 (*Consolidation of Term Facility Advances*) or 14.4 (*Division of Term Facility Advances*) of the Senior Facilities Agreement.

"B Facility Commitment" means, in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of Part 1 of Schedule 1 (*Lenders and Commitments*) to the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement.

"B Facility Outstandings" means, at any time, the aggregate principal amount of the B Facility Advances outstanding under the Senior Facilities Agreement.

"Bank Group" means:

- (a) for the purposes of the definition of "Bank Group Consolidated Revenues", clauses 22.1 (*Financial Statements*), 22.3 (*Budget*) and 23 (*Financial Condition*) of the Senior Facilities Agreement and any other provisions of the Senior Facilities Agreement using the terms defined in clause 23 (*Financial Condition*) of the Senior Facilities Agreement:
 - (i) the Borrower;
 - (ii) NTL South Herts, for so long as a member of the Bank Group is the general partner of South Hertfordshire United Kingdom Fund, Ltd or if it becomes a wholly-owned Subsidiary of the Borrower;
 - (iii) Molesey Limited, for so long as it is a Subsidiary of the Borrower;
 - (iv) Fawnspring Limited, for so long as it is a Subsidiary of the Borrower;
 - (v) each member of the Diamond Sub-Group;
 - (vi) following an Integrated Merger Event, each Target Group Obligor and each other person which was a Subsidiary or Holding Company of the Target immediately prior to the Integrated Merger Event which is designated as a member of the Bank Group by the Borrower pursuant to clause 24.20 (*Notice of Integrated Merger Event*) of the Senior

Facilities Agreement or by notice to the Facility Agent from time to time and for so long as such company is a member of the Group;

- (vii) each of the Borrower's other direct and indirect Subsidiaries from time to time, excluding the Bank Group Excluded Subsidiaries (other than Moleseye Limited, Fawnspring Limited and NTL South Herts); and
- (viii) without prejudice to sub-paragraph (vii) above, each of the direct and indirect Subsidiaries from time to time of NTL Communications Limited, excluding prior to the accession of Cableco to the Senior Facilities Agreement, the Borrower and its direct and indirect Subsidiaries and thereafter, Cableco and its direct and indirect Subsidiaries;
- (b) for all other purposes:
 - (i) the Borrower and each of its direct and indirect Subsidiaries from time to time, other than (A) the Bank Group Excluded Subsidiaries and (B) each member of the Triangle Sub-Group, until such time that the Triangle Notes have been repaid in full, as contemplated by the provisions of clause 3.2 (*Condition Subsequent relating to Diamond Sub-Group and Triangle Sub-Group*) of the Senior Facilities Agreement;
 - (ii) without prejudice to sub-paragraph (i) above, each of the direct and indirect Subsidiaries from time to time of NTL Communications Limited, excluding prior to the accession of Cableco to the Senior Facilities Agreement, the Borrower and its direct and indirect Subsidiaries and thereafter, Cableco and its direct and indirect Subsidiaries; and
 - (iii) following an Integrated Merger Event, each Target Group Obligor and each other person which was a Subsidiary or Holding Company of the Target immediately prior to the Integrated Merger Event which is designated as a member of the Bank Group by the Borrower pursuant to clause 24.20 (*Notice of Integrated Merger Event*) of the Senior Facilities Agreement or by notice to the Facility Agent from time to time and for so long as such company is a member of the Group.

For information purposes only, the members of the Bank Group as at the date of the Senior Facilities Agreement for the purposes of this paragraph (b) are listed in Part 1 of Schedule 9 (*Members of the Bank Group*) to the Senior Facilities Agreement.

"Bank Group Covenant Profit" has the meaning ascribed to it in clause 23.1 (*Financial Definitions*) of the Senior Facilities Agreement.

"Bank Group Excluded Subsidiary" means:

- (a) any Subsidiary of the Borrower, NTL Communications Limited or following an Integrated Merger Event, a Subsidiary of the Target Group which is a Dormant Subsidiary and which (i) has assets (save for loans existing on the date of the Senior Facilities Agreement owed to it by other members of the Bank Group) with an aggregate value of £10,000 or less; and (ii) is not a Guarantor;
- (b) Moleseye Limited;
- (c) Fawnspring Limited;
- (d) NTL South Herts and its Subsidiaries, until such time as NTL South Herts becomes a wholly-owned Subsidiary of the Borrower;

- (e) any Subsidiary of the Borrower, NTL Communications Limited or, following an Integrated Merger Event, a Subsidiary of the Target Group which is a Project Company;
- (f) any company which becomes a Subsidiary of the Borrower, NTL Communications Limited or, following an Integrated Merger Event, a Subsidiary of the Target Group, in each case, after the date of the Senior Facilities Agreement pursuant to an Asset Passthrough; and
- (g) after Principal Separation shall have occurred in accordance with the provisions of clause 28 (*Separation of the Broadcast Business*) of the Senior Facilities Agreement, any company which is a member of the Broadcast Group,

provided that any Bank Group Excluded Subsidiary (other than after Principal Separation has occurred, any member of the Broadcast Group) may, at the election of the Borrower and upon not less than 10 Business Days' prior written notice to the Facility Agent, cease to be a Bank Group Excluded Subsidiary and become a member of the Bank Group.

"Bank Holdco" means a direct Holding Company of a member of the Bank Group which is not a member of the Bank Group.

"BBA LIBOR" means in relation to a currency other than euro, the British Bankers' Association Interest Settlement Rate for the relevant currency and specified period.

"Beneficiary" means the beneficiary in respect of a Documentary Credit.

"Borrower" means NTL Investment Holdings Limited.

"Broadcast Business" means that part of the Group constituting **"ntl:broadcast"** relating to the provision of digital and analogue television and radio broadcast transmission services, studio play-out facilities, network design, construction and maintenance, tower site rental and satellite and media services as well as the design and operation of radio networks and voice and data services to public safety organisations as more particularly described in paragraph 2 of Part 1 of the Separation Memorandum.

"Broadcast Group" has the meaning ascribed to it in the Separation Memorandum. The members of the Broadcast Group as at the date of the Senior Facilities Agreement are set out in Part 4 of Schedule 9 (*Members of the Broadcast Group*) to the Senior Facilities Agreement.

"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.

"Cableco" means NTL Cable PLC, a company incorporated in England & Wales with company number 5061787 which shall accede to the terms of the Senior Facilities Agreement on or prior to the Closing Date as a Guarantor.

"Charged Property" means, in respect of each company listed in the Debenture, all the assets of such company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture.

"Closing Date" means the date on which the first Utilisation is made pursuant to and in accordance with the terms of the Senior Facilities Agreement.

"Content" means any rights to broadcast, transmit, distribute or otherwise make available for viewing, exhibition or reception (whether in analogue or digital format and whether as a channel or an Internet service, a teletext-type service, an interactive service, or an enhanced television service or any part of any of the foregoing, or on a pay-per-view basis, or near video-on-demand, or video-on-demand basis or otherwise) any one or more of audio and/or visual images, audio content, or interactive content (including hyperlinks, re-purposed web-site content, database content plus associated templates, formatting information and other data including any interactive applications or functionality), text, data, graphics, or other content, by means of any means of distribution, transmission or delivery system or technology (whether now known or herein after invented).

"Conversion Notice" has the meaning given to such term in paragraph (a) of clause 6.1 (*Utilisation of Ancillary Facilities*) of the Senior Facilities Agreement.

"Core Group" has the meaning ascribed to it in the Separation Memorandum.

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

"Diamond Cable" means Diamond Cable Communications Limited, a company registered in England and Wales with company number 02965241.

"Diamond Sub-Group" means Diamond Cable (for so long as it remains a member of the Group) and its Subsidiaries from time to time. For information purposes only, members of the Diamond Sub-Group as at the date of the Senior Facilities Agreement are set out in Part 2 of Schedule 9 (*Members of the Diamond Sub-Group*) to the Senior Facilities Agreement.

"Documentary Credit" means a letter of credit, bank guarantee, indemnity, performance bond or other documentary credit issued or to be issued by an L/C Bank pursuant to clause 4.1 (*Conditions to Utilisation*) of the Senior Facilities Agreement.

"Dormant Subsidiary" means, at any time, with respect to any company, any Subsidiary of such company which is "dormant" as defined in section 249AA of the Act (or the equivalent under the laws of the jurisdiction of incorporation of the relevant company).

"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.

"Equity Equivalent Funding" means a loan made to, or any Financial Indebtedness owed by, any person where the Indebtedness incurred thereby:

- (a) may not be repaid at any time prior to the repayment in full of all Outstandings;

- (b) carries no interest or carries interest which is payable only on non-cash pay terms or following repayment in full of all Outstandings and cancellation of all Available Commitments; and
- (c) is either (i) structurally and contractually subordinated to the Facilities or (ii) contractually subordinated to the Facilities, in each case, pursuant to the Group Intercreditor Agreement.

"EURIBOR" means, in relation to any amount to be advanced to or owed by an Obligor under the Senior Facilities Agreement in euro on which interest for a given period is to accrue:

- (a) the rate per annum for deposits in euro which appears on the Relevant Page for such period at or about 11.00 am (Brussels time) on the Quotation Date for such period; or
- (b) if no such rate is displayed and the Facility Agent shall not have selected an alternative service on which such rate is displayed as contemplated by the definition of "Relevant Page", the arithmetic mean (rounded upwards, if not already such a multiple, to 5 decimal places) of the rates (as notified to the Facility Agent) at which each of the Reference Banks was offering to prime banks in the European Interbank Market deposits in euro for such period at or about 11.00 am (Brussels time) on the Quotation Date for such period.

"European Interbank Market" means the interbank market for euro operating in Participating Member States.

"Facilities" means the Term Facilities, the Revolving Facility, any Ancillary Facility and any Documentary Credit granted to the Borrower under the Senior Facilities Agreement, and **"Facility"** means any of them, as the context may require.

"Facility Agent" means Credit Suisse First Boston, as agent for and on behalf of the Finance Parties.

"Fee Letters" means the fee letters referred to in clauses 16.2 (*Arrangement and Underwriting Fee*), 16.3 (*Agency Fee*) and 16.5 (*L/C Bank Fee*) of the Senior Facilities Agreement.

"Finance Documents" means:

- (a) the Senior Facilities Agreement, any Documentary Credit, any Accession Notices and any Transfer Deeds;
- (b) the Fee Letters;
- (c) any Ancillary Facility Documents;
- (d) the Security Documents;
- (e) the Group Intercreditor Agreement;
- (f) the HYD Intercreditor Agreement;
- (g) following an Integrated Merger Event, the Pari Passu Intercreditor Agreement;
- (h) the Hedging Agreements entered into pursuant to clause 24.10 (*Hedging*) of the Senior Facilities Agreement;
- (i) any other agreement or document entered into or executed by a member of the Bank Group pursuant to any of the foregoing documents; and

- (j) any other agreement or document designated a **"Finance Document"** in writing by the Facility Agent and the Borrower.

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

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument (for the avoidance of doubt excluding any loan notes or similar instruments issued solely by way of consideration for the acquisition of assets in order to defer capital gains or equivalent taxes where such loan notes or similar instruments are not issued for the purpose of raising finance);
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with applicable GAAP, be treated as a finance or capital 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 120 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) having the commercial effect of a borrowing;
- (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);
- (i) any amount raised pursuant to any issue of shares which are expressed to be redeemable in cash (other than redeemable shares in respect of which the redemption is prohibited until after repayment in full of all Outstandings under the Facilities);
- (j) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial or other institution; or
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

"Finance Parties" means the Agents, the Mandated Lead Arrangers, the Security Trustee, the Lenders and each Hedge Counterparty and **"Finance Party"** means any of them.

"Financial Quarter" has the meaning ascribed to it in clause 23.1 (*Financial Definitions*) of the Senior Facilities Agreement.

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

"Group" means:

- (a) for the purposes of clauses 22.1 (*Financial Statements*), 22.3 (*Budget*) and 23 (*Financial Condition*) of the Senior Facilities Agreement and any other provisions in the Senior Facilities Agreement using the terms defined in clause 23 (*Financial Condition*) thereof;

- (i) the Ultimate Parent and its Subsidiaries for the time being;
- (ii) NTL South Herts, for so long as a member of the Group is the general partner of South Hertfordshire United Kingdom Fund, Ltd. or if it becomes a wholly-owned Subsidiary of the Group; and
- (iii) following a Merger Event, each member of the Target Group (for so long as it remains a Subsidiary of the Group); and
- (b) for all other purposes, the Ultimate Parent and its Subsidiaries from time to time including, following a Merger Event, each member of the Target Group, but excluding upon and following Principal Separation having occurred in accordance with the provisions of clause 28 (*Separation of the Broadcast Business*) of the Senior Facilities Agreement, each member of the Broadcast Group.

"Group Business" means the provision of broadband and communications services, including:

- (a) residential telephone, mobile telephone, cable television and Internet services, including wholesale Internet access solutions to Internet service providers;
- (b) data, voice and Internet services to large businesses, public sector organisations and small and medium sized enterprises;
- (c) national and international communications transport services to communications companies; and
- (d) to the extent permitted by the Senior Facilities Agreement, the provision of Content,

and any related ancillary or complementary business to any of the services described above in the United Kingdom, Ireland, the Isle of Man and the Channel Islands provided that **"Group Business"** may include the provision of any such services outside the United Kingdom, Ireland, the Isle of Man and the Channel Islands which either (i) relate to the Broadcast Business or (ii) which constitute a non-material part of the Group Business and which are acquired pursuant to an acquisition permitted under the terms of the Senior Facilities Agreement.

"Group Intercreditor Agreement" means the intercreditor agreement dated on or about the Closing Date between certain of the Obligors, other members of the Group or the Broadcast Group and the Finance Parties.

"Guarantors" means

- (a) for the purposes of clause 30 (*Guarantee and Indemnity*) of the Senior Facilities Agreement, Cableco, the Original Guarantors and any Acceding Guarantors; and
- (b) for the purposes of any other provision of the Finance Documents, the Original Guarantors and any Acceding Guarantors;

and **"Guarantor"** means any one of them as the context requires, provided that in either case, such person has not been released from its rights and obligations as a Guarantor hereunder pursuant to clauses 28 (*Separation of the Broadcast Business*) or 44.5 (*Release of Guarantees or Security*) of the Senior Facilities Agreement.

"Hedge Counterparty" means each Lender or Affiliate of a Lender which is a party to a Hedging Agreement entered into for the purposes of clause 24.10 (*Hedging*) of the Senior Facilities Agreement and **"Hedge Counterparties"** means all such Lenders or Affiliates.

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

"High Yield Notes" means the senior unsecured high yield notes issued by Cableco pursuant to the High Yield Offering, the proceeds of which are to be applied in accordance with paragraph 8(c) of Part 1 to Schedule 4 (*Conditions Precedent to First Utilisation*) to the Senior Facilities Agreement, including without limitation, any floating rate high yield notes (the **"Floating Rate Notes"**) issued as part of the High Yield Offering.

"High Yield Offering" means the offering of the High Yield Notes by Cableco pursuant to an exemption from registration under the United States Securities Act of 1933 including pursuant to Rule 144A and/or Regulation S of the United States Securities Act of 1933.

"High Yield Refinancing" means any Financial Indebtedness incurred for the purposes of refinancing all or a portion of the High Yield Notes, or for the purposes of refinancing the Financial Indebtedness incurred to refinance the Floating Rate Notes (the **"Refinancing High Yield Notes"**) including any Financial Indebtedness incurred for the purpose of the payment of all principal, interest, fees, expenses, commissions, make-whole and any other contractual premium payable under the High Yield Notes or Refinancing High Yield Notes being refinanced and any reasonable fees, costs and expenses incurred in connection with such refinancing, in respect of which the following terms apply:

- (a) the final maturity date or redemption date of such refinancing (including without limitation, the payment of any accreting principal in respect of any make-whole premium payable on any Refinancing High Yield Notes issued at a discount) occurs on or after the scheduled redemption date in respect of the high yield notes being refinanced;
- (b) the average life of the High Yield Refinancing is longer than (or in respect of a refinancing in part, is equal to) the remaining average life of the high yield notes which are being refinanced, as at the time of such refinancing;
- (c) taking into account any hedging arrangements for the principal and interest on the High Yield Refinancing, the interest rate per annum payable in cash on such Financial Indebtedness:
 - (i) in respect of any High Yield Refinancing of the Floating Rate Notes, shall be at a fixed rate which does not exceed the higher of (x) 8.75% per annum and (y) the aggregate of (A) LIBOR for Dollars for a period of three months at the relevant time that the High Yield Refinancing is priced, (B) the original margin on the Floating Rate Notes being refinanced and (C) 50 basis points; and
 - (ii) in respect of any High Yield Refinancing other than as specified in sub-paragraph (i) above, (A) which is completed in the first five years after the original issuance of such high yield notes, shall not exceed the higher of interest payable in cash on such high yield notes or 10% per annum, or (B) which is completed at any time thereafter, shall not exceed 10% per annum; and
- (d) the Financial Indebtedness constituted by any High Yield Refinancing is structurally subordinated to the Facilities on a basis no less favourable to the Facilities than the basis on which the High Yield Notes are subordinated to the Facilities.

"Holding Company" of a company means a company of which the first-mentioned company is a Subsidiary.

"HYD Intercreditor Agreement" means (a) the intercreditor agreement dated on or about the Closing Date between certain of the Obligors, the Finance Parties and the indenture trustee in respect of the High Yield Notes and any High Yield Refinancings, and (b) to the extent a High Yield Refinancing occurs and an intercreditor agreement is entered into on substantially similar terms to the intercreditor agreement referred to in paragraph (a) in connection with such High Yield Refinancing, that intercreditor agreement, in each case, as the same may be amended, supplemented, novated or restated from time to time.

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

"Indemnifying Lender" has the meaning set out in clause 5.1(b) (*Issue of Documentary Credits*) of the Senior Facilities Agreement.

"Initial Security Documents" means the documents listed in Part 3 of Schedule 4 (*Initial Security Documents*) to the Senior Facilities Agreement.

"Instructing Group" means:

- (a) before any Utilisation of the Facilities under the Senior Facilities Agreement, a Lender or group of Lenders whose Available Commitments amount in aggregate to more than 66 2/3% of the Available Facilities; and
- (b) thereafter, a Lender or group of Lenders to whom in aggregate more than 66 2/3% of the aggregate amount of the Outstandings are (or if there are no Outstandings at such time, immediately prior to their repayment, were then) owed.

"Integrated Merger Event" means the designation by the Borrower of an Integrated Merger Event and the notification to the Facility Agent pursuant to clause 24.20 (*Notice of Integrated Merger Event*) of the Senior Facilities Agreement (subject to satisfaction of the Merger Event Conditions) of the proposed effective date of such Integrated Merger Event, the purpose of which is to enable the Borrower to better integrate the businesses of the Bank Group and the businesses of the Target Group.

"L/C Bank" means Credit Suisse First Boston or any other Lender which has been appointed as L/C Bank in accordance with clause 5.11 (*Appointment and Change of L/C Bank*) of the Senior Facilities Agreement and which has not resigned in accordance with paragraph (c) of clause 5.11 (*Appointment and Change of L/C Bank*) of the Senior Facilities Agreement.

"Lender" means a person (including each L/C Bank and each Ancillary Facility Lender) which:

- (a) is named in Part 1 of Schedule 1 (*Lenders and Commitments*) to the Senior Facilities Agreement; or
- (b) has become a party to the Senior Facilities Agreement in accordance with the provisions of clause 38 (*Assignments and Transfers*) thereof,

which in each case has not ceased to be a party to the Senior Facilities Agreement in accordance with the terms of the Senior Facilities Agreement.

"LIBOR" means, in relation to any amount to be advanced to or owed by an Obligor under the Senior Facilities Agreement in a currency (other than euro) on which interest for a given period is to accrue:

- (a) the rate per annum which appears on the Relevant Page for such period at or about 11.00 am on the Quotation Date for such period; or

- (b) if no such rate is displayed and the Facility Agent shall not have selected an alternative service on which such rate is displayed as contemplated by the definition of "Relevant Page", the arithmetic mean (rounded upwards, if not already such a multiple, to the nearest 5 decimal places) of the rates (as notified to the Facility Agent) at which each of the Reference Banks was offering to prime banks in the London interbank market deposits in the relevant currency for such period at or about 11.00 am on the Quotation Date for such period.

"Mandated Lead Arrangers" means Credit Suisse First Boston, Deutsche Bank AG London, Goldman Sachs International, Morgan Stanley Dean Witter Bank Limited., BNP Paribas, Citibank N.A., London, Credit Lyonnais, Fortis Bank S.A./N.V., GE Capital Structured Finance Group Limited, HSBC Bank PLC and Societe Generale.

"Merger Event" means:

- (a) the merger, amalgamation or consolidation of the Ultimate Parent, or any Holding Company or wholly-owned Subsidiary of the Ultimate Parent, with a Target or any Holding Company or wholly-owned Subsidiary of a Target which results in the Group and the Target Group forming one and the same group of companies;
- (b) the acquisition by the Ultimate Parent, or any Holding Company or wholly-owned Subsidiary of the Ultimate Parent, of the total issued share capital of, a Target or any Holding Company or wholly-owned Subsidiary of a Target and which results in all or substantially all of the assets and business of the Target Group being acquired by, and forming a part of, the Group; or
- (c) the acquisition by a Target or any Holding Company or wholly-owned Subsidiary of the Target of the total issued share capital of, the Ultimate Parent, or any Holding Company or wholly-owned Subsidiary of the Ultimate Parent and which results in all or substantially all of the assets and business of the Group being acquired by, and forming a part of, the Target Group,

and which the Borrower designates by written notice to the Facility Agent as the "Merger Event" for the purposes of the Senior Facilities Agreement, provided that only one such designation may be permitted during the term of the Facilities.

"Merger Event Conditions" means, in relation to an Integrated Merger Event:

- (a) either:
- (i) the Borrower shall have satisfied each of the merger event integration tests required pursuant to the terms of the Senior Facilities Agreement as at close of business on the effective date of the Integrated Merger Event; or
- (ii) the prior consent of an Instructing Group shall have been obtained to such Integrated Merger Event;
- (b) save as permitted pursuant to the proviso to clause 24.13 (*Further Assurance*) of the Senior Facilities Agreement, such members of the Target Group who are to become members of the Bank Group upon the Integrated Merger Event shall have acceded to the Senior Facilities Agreement as Acceding Guarantors pursuant to clause 26.1 (*Acceding Guarantors*) of the Senior Facilities Agreement, as are necessary to ensure that immediately following the Integrated Merger Event, the 95% Security Test would be satisfied, where the 95% Security Test is calculated by reference to the aggregate of (i) Bank Group Covenant Profit for the Financial Quarter ending on the most recent Quarter Date prior to the effective date of the Integrated Merger Event and (ii) Target Group Covenant Profit for the most recent quarter

period ending on the date prior to the effective date of the Integrated Merger Event for which the most recent quarterly financial information is available for the Target Group; and

- (c) the Security Trustee is granted first ranking security interests over (i) all or substantially all of the assets and undertakings of each Target Group Obligor (other than any asset which the security trustee or security agent in respect of the Target Group Financial Indebtedness or Target Group Refinancing Indebtedness has agreed may be excluded from the corresponding security documents granted or to be granted in respect of the Target Group Financial Indebtedness and/or Target Group Refinancing Indebtedness and which is in existence on and following the effective date of the Integrated Merger Event, or which the Security Trustee agrees may be excluded from such security (provided that the Security Trustee shall not agree to exclude any asset of a Target Group Obligor from such security where the net book value of such asset exceeds £3 million (or its equivalent in other currencies) without the prior consent of an Instructing Group (not to be unreasonably withheld or delayed)) on terms substantially similar to the relevant Security Documents executed by members of the Bank Group prior to such Integrated Merger Event; and (ii) all of the issued share capital of each Target Group Obligor from the prospective shareholders of such Target Group Obligor after the Integrated Merger Event, in each case, for the purposes of securing the guarantees given by each such Target Group Obligor under paragraph (b) above.

"Mortgaged Property" means:

- (a) the property specified in the Schedule (*Details of Mortgaged Property*) to the Mortgage; and
(b) any buildings, fixtures, fittings, fixed plant or machinery (other than any Tangible Moveable Property) from time to time situated on or forming part of such property,

and includes all Related Rights.

"NTL" means NTL Incorporated.

"NTL South Herts" means NTL (South Hertfordshire) Limited (formerly known as Cable & Wireless Communications (South Hertfordshire) Limited), a company incorporated in England & Wales with registered number 2401044.

"Obligors" means the Borrower, the Original Guarantors and any Acceding Guarantors (including, following an Integrated Merger Event, the Target Group Obligors) and **"Obligor"** means any of them.

"Original Guarantor" means each of the companies listed in Part 1 of Schedule 2 (*The Original Guarantors*) to the Senior Facilities Agreement, each of which shall accede to the Senior Facilities Agreement on or prior to the Closing Date.

"Outstanding L/C Amount" means:

- (a) each sum paid or payable by an L/C Bank to a Beneficiary pursuant to the terms of a Documentary Credit; and
(b) all liabilities, costs (including, without limitation, any costs incurred in funding any amount which falls due from an L/C Bank under a Documentary Credit), claims, losses and expenses which an L/C Bank (or any of the Indemnifying Lenders) incurs or sustains in connection with a Documentary Credit,

in each case which has not been reimbursed or in respect of which cash cover has not been provided by or on behalf of the Borrower.

“Outstandings” means, at any time, the Term Facility Outstandings, the Revolving Facility Outstandings and any Ancillary Facility Outstandings.

“Parent Intercompany Debt” means any Indebtedness owed by the Borrower to Cableco from time to time, including without limitation, arising under the Parent Intercompany Loan Agreements or any convertible unsecured loan stock issued by the Borrower to Cableco and which is subordinated to the Facilities pursuant to the terms of the HYD Intercreditor Agreement.

“Parent Intercompany Loan Agreements” means:

- (a) the loan agreements dated 7 November 2003, 28 November 2003 and 9 January 2004; and
- (b) any subsequent loan agreements,

in each case, made between Cableco and the Borrower (but in the case of the agreements referred to in paragraph (a) originally made between the Borrower and NTL Communications Limited) relating to the Parent Intercompany Debt.

“Pari Passu Intercreditor Agreement” means (a) the intercreditor agreement to be dated on or about the effective date of an Integrated Merger Event, entered into between certain of the Obligors, certain members of the Target Group, certain of the Finance Parties and certain other parties for the purpose of allowing, upon and following an Integrated Merger Event, up to £1,250,000,000 (or its equivalent in other currencies) in aggregate principal amount of the Target Group Financial Indebtedness and any Target Group Refinancing Indebtedness to be incurred on a senior secured basis ranking *pari passu* with all amounts outstanding under the Facilities, the form of which is set out in Schedule 14 (*Pro Forma Pari Passu Intercreditor Agreement*) to the Senior Facilities Agreement or (b) to the extent that any Post Merger Target Group Refinancing occurs to refinance any of the Target Group Financial Indebtedness and/or Target Group Refinancing Indebtedness referred to in paragraph (a) in a manner which is not prohibited by the Senior Facilities Agreement, the intercreditor agreement entered into on substantially similar terms to the intercreditor agreement referred to in paragraph (a) in connection with such Post Merger Target Group Refinancing.

“Participating Member State” means any member of the European Community that at the relevant time has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

“Post Merger Target Group Refinancing” means any Financial Indebtedness incurred at any time after an Integrated Merger Event (other than Target Group Refinancing Indebtedness), for the purposes of refinancing any Target Group Financial Indebtedness or any Target Group Refinancing Indebtedness, including any Financial Indebtedness incurred for the purpose of the payment of all principal, interest, fees, expenses, commissions, make-whole and any other contractual premium payable which is not inconsistent with standard market practice, in respect of such refinancing and any reasonable fees, costs and expenses incurred in connection with such refinancing, and in respect of which the following terms will apply:

- (a) the final maturity date or redemption of such refinancing occurs after the scheduled final maturity date or redemption date of the Target Group Financial Indebtedness or the Target Group Refinancing Indebtedness being refinanced;
- (b) the average life of the Post Merger Target Group Refinancing is longer than the remaining average life of the Target Group Financial Indebtedness or the Target Group Refinancing Indebtedness being refinanced at the time of such refinancing;
- (c) taking into account any hedging arrangements for the principal and interest on the Post Merger Target Group Refinancing, the interest rate per annum payable in cash on the Post

Merger Target Group Refinancing or in the case of a floating rate loan, the applicable margin, shall not exceed the interest payable in cash, or as the case may be, the applicable margin, on the Target Group Financial Indebtedness or any Target Group Refinancing Indebtedness which is being refinanced; and

- (d) such Post Merger Target Group Refinancing is raised by (i) any member of the Bank Group provided that such Post Merger Target Group Refinancing is not (in the reasonable opinion of the Facility Agent having taken legal advice from counsel where appropriate) raised at a level which is structurally superior to the level at which the Target Group Financial Indebtedness or Target Group Refinancing Indebtedness being refinanced was raised or (ii) any other member of the Group which is not a member of the Bank Group.

"Principal Separation" means the transfers of the Designated Core Business and the Designated Broadcast Business (as such terms are defined in the Separation Memorandum) as contemplated by Parts 4 and 5 respectively of the Separation Memorandum and the implementation of arrangements for Shared Assets (as such term is defined in the Separation Memorandum) as contemplated by Part 6 of the Separation Memorandum, in each case, on substantially the terms set out in the Separation Memorandum (or on such other terms as may be approved by the Facility Agent acting on the instructions of an Instructing Group).

"Project Company" means a Subsidiary of a company (or a person in which such company has an interest) which has a special purpose and whose creditors have no recourse to any member of the Bank Group in respect of Financial Indebtedness of that Subsidiary or person, as the case may be, or any of such Subsidiary's or person's Subsidiaries (other than recourse to such member of the Bank Group who had granted an Encumbrance over its shares or other interests in such Project Company beneficially owned by it provided that such recourse is limited to an enforcement of such an Encumbrance).

"Quarter Date" has the meaning ascribed to it in clause 23.1 (*Financial Definitions*) of the Senior Facilities Agreement.

"Quotation Date" means, in relation to any currency and any period for which an interest rate is to be determined:

- (a) if the relevant currency is Sterling, the first day of that period;
- (b) if the relevant currency is euro, 2 TARGET Days before the first day of that period; or
- (c) in relation to any other currency, 2 Business Days before the first day of that period,

provided that if market practice differs in the Relevant Interbank Market for a currency, the Quotation Date for that currency will be determined by the Facility Agent in accordance with market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Date will be the last of those days).

"Receiver" means, in respect of each company listed in the Debenture, a receiver or receiver and manager or administrative receiver of the whole or any part of such company's Charged Property.

"Reference Banks" means the principal London offices of Credit Suisse First Boston, Deutsche Bank AG and Barclays Bank PLC or such other bank or banks as may be appointed as such by the Facility Agent after consultation with the Borrower.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;

- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Relevant Interbank Market" means, in relation to euro, the European Interbank Market and in relation to any other currency, the London interbank market therefor.

"Relevant Page" means the page of the Reuters or Telerate screen on which is displayed in relation to LIBOR, BBA LIBOR for the relevant currency, or, in relation to EURIBOR, the European offered rates for euro, or, if such page or service shall cease to be available, such other page or service which displays the London interbank offered rates for the relevant currency as the Facility Agent, after consultation with the Lenders and the Borrower, shall select.

"Revolving Facility" means the revolving loan facility (including any Ancillary Facility and the Documentary Credit facility) granted to the Borrower pursuant to clause 2.1(a) (*The Facilities*) of the Senior Facilities Agreement.

"Revolving Facility Advance" means an advance (including a Rollover Advance) as from time to time reduced by repayment made or to be made by the Lenders under the Revolving Facility (but excluding for the purposes of this definition, any utilisation of the Revolving Facility by way of Ancillary Facility or Documentary Credit).

"Revolving Facility Commitment" means, in relation to a Lender at any time, and save as otherwise provided in the Senior Facilities Agreement, the amount set opposite its name in the relevant column of Schedule 1 (*Lenders and Commitments*) to the Senior Facilities Agreement or as specified in the Transfer Deed pursuant to which such Lender becomes a party to the Senior Facilities Agreement less the Ancillary Facility Commitment (if any) of such Lender.

"Revolving Facility Outstandings" means, at any time, the aggregate outstanding amount of each Revolving Facility Advance and of each Outstanding L/C Amount.

"Rollover Advance" means a Rollover Advance as defined in clause 8.2 (*Rollover Advances*) of the Senior Facilities Agreement.

"Secured Parties" means the Security Trustee, any Receiver or Delegate and the Finance Parties party to the Security Trust Agreement in accordance with its terms.

"Security" means the Encumbrances created or purported to be created pursuant to the Security Documents.

"Security Documents" means:

- (a) each of the Initial Security Documents and the Subsequent Security Documents;
- (b) any security documents required to be delivered by an Acceding Guarantor pursuant to clause 26.1 (*Acceding Guarantors*) of the Senior Facilities Agreement;
- (c) in relation to any Integrated Merger Event, any security documents granted in favour of the Security Trustee by any member of the Target Group pursuant to the Merger Event Conditions;

- (d) 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 obligations of the Obligors under the Senior Facilities Agreement whether or not specifically required by the Senior Facilities Agreement; and
- (e) any other document executed at any time pursuant to clause 24.13 (*Further Assurance*) of the Senior Facilities Agreement or any similar covenant in any of the Security Documents referred to in paragraph (a) to (d) above.

“Security Trust Agreement” means an agreement dated on or about the date of the Debenture and made between the Finance Parties and the Security Trustee relating to the Security.

“Senior Facilities Agreement” means the senior facilities agreement dated on or about the date of the Debenture between, *inter alia*, the Ultimate Parent, the Borrower, the Mandated Lead Arrangers, the Facility Agent, the Security Trustee and the Lenders.

“Separation” means the Principal Separation and any transfers of assets, liabilities or other arrangements necessary in order to implement and give effect to the Principal Separation (whether the same occur before, on or after Principal Separation).

“Separation Memorandum” means that memorandum entitled “NTL Broadcast Separation Memorandum” dated 24 March 2004 relating to the separation of the Broadcast Business and prepared by Messrs. Travers Smith Braithwaite as set out in the Annex (*Separation Memorandum*) to the Senior Facilities Agreement, as such memorandum may be amended and supplemented from time to time in a manner satisfactory to the Facility Agent (acting on the instructions of an Instructing Group).

“Sterling Amount” means at any time:

- (a) in relation to an Advance, the amount specified in the Utilisation Request for that Advance as adjusted, if necessary, in accordance with the terms of the Senior Facilities Agreement and to reflect any repayment, consolidation or division of that Advance;
- (b) in relation to a Documentary Credit, (i) if such Documentary Credit is denominated in Sterling, the Outstanding L/C Amount in relation to it at such time or (ii) if such Documentary Credit is not denominated in Sterling, the equivalent in Sterling of the Outstanding L/C Amount at such time, calculated as at the later of (1) the date which falls 2 Business Days before its issue date or any renewal date or (2) the date of any revaluation pursuant to clause 5.3 (*Revaluation of Documentary Credits*) of the Senior Facilities Agreement;
- (c) in relation to any Ancillary Facility granted by a Lender, the amount of its Revolving Facility Commitment converted to provide its Ancillary Facility Commitment as at the time of such conversion; and
- (d) in relation to any Outstandings, the aggregate of the Sterling Amounts (calculated in accordance with paragraphs (a), (b) and (c) above) of each outstanding Advance and/or Outstanding L/C Amount, made under the relevant Facility or Facilities (as the case may be) and/or in relation to Ancillary Facility Outstandings, (i) if such Outstandings are denominated in Sterling, the aggregate amount of it at such time and (ii) if such Outstandings are not denominated in Sterling, the equivalent in Sterling of the aggregate amount of it at such time.

“Subordinated Funding” means any loan made to any Obligor by any member of the Group or after Principal Separation, any member of the Broadcast Group, that is not an Obligor which:

- (a) constitutes Parent Intercompany Debt;
- (b) is an intercompany loan arising under the arrangements referred to in paragraph (c) of the definition of "Permitted Payments";
- (c) is an intercompany loan existing as at the date of the Senior Facilities Agreement (including any inter-company loan the benefit of which has, at any time after the date of this agreement, been assigned to any other member of the Group, or after Principal Separation, any member of the Broadcast Group where such assignment is not otherwise prohibited by the Senior Facilities Agreement);
- (d) is an intercompany loan arising out of, or in connection with, Separation (or any part of it) which is owed by a member of the Core Group to a member of the Broadcast Group for so long as it remains a Subsidiary of the Ultimate Parent, and which constitutes Equity Equivalent Funding;
- (e) constitutes Equity Equivalent Funding; or
- (f) in circumstances where, upon and following an Integrated Merger Event, the members of the Target Group do not constitute Subsidiaries of the Borrower;
- (i) constitutes a loan made by a member of the Group which is not an Obligor to a Target Group Obligor which exists as at the effective date of the Integrated Merger Event;
- (ii) constitutes Equity Equivalent Funding; or
- (iii) is made by a Bank Holdco to Target and which may or may not thereafter be contributed into or invested in the Target Group,

provided that, in the case of paragraphs (b), (c), (d), (e) and (f), the relevant debtor and creditor are party to the Group Intercreditor Agreement as an Intergroup Debtor or Intergroup Creditor (as such terms are defined in the Group Intercreditor Agreement), respectively, or where the relevant debtor and creditor are party to such other subordination arrangements as may be satisfactory to the Facility Agent, acting reasonably.

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

- (a) any company:
 - (i) more than 50% of the issued share capital 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 clauses 22 (*Financial Information*) and 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.

"Subsequent Security Documents" means the security documents listed in Part 4 of Schedule 4 (*Conditions Subsequent Documents*) to the Senior Facilities Agreement.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels or corporeal moveables (excluding any for the time being forming part of stock in trade or work in progress) and all Related Rights.

"Target" means a person whose principal area of business is substantially the Group Business (or any part of it) and whose operations are based predominantly in the United Kingdom.

"TARGET Day" means any day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system is open for the settlement of payments in euro.

"Target Group" means Target (or to the extent applicable, any Holding Company of the Target) and its Subsidiaries as at the date on which the Merger Event has or is deemed to have occurred and thereafter shall mean, Target (or to the extent applicable, any Holding Company of the Target) and its Subsidiaries from time to time.

"Target Group Covenant Profit" has the meaning ascribed to it in clause 23.1 (*Financial Definitions*) of the Senior Facilities Agreement.

"Target Group Financial Indebtedness" means:

- (a) Financial Indebtedness of the Target Group existing as at the date on which a Merger Event has or is deemed to have occurred to the extent not incurred in contemplation of the Merger Event; and
- (b) Financial Indebtedness constituting Target Group Interim Indebtedness,

but excluding any Financial Indebtedness owed by one member of the Target Group to another member of the Target Group and following an Integrated Merger Event, any Financial Indebtedness owed by one member of the Target Group to a member of the Bank Group, any Financial Indebtedness constituted by guarantees of the Facilities and any Subordinated Funding.

"Target Group Interim Indebtedness" means Financial Indebtedness incurred by the Target Group between the effective date of an Unintegrated Merger Event and the effective date of an Integrated Merger Event.

"Target Group Obligors" means any member of the Target Group that becomes an Obligor under the Senior Facilities Agreement, pursuant to the provisions of clause 26.1 (*Acceding Guarantors*) of the Senior Facilities Agreement.

"Target Group Refinancing Indebtedness" means any Financial Indebtedness incurred at any time prior to an Integrated Merger Event by any member of the Group other than a member of the Bank Group or upon or immediately following an Integrated Merger Event, incurred by any member of the Group (other than any member of the Bank Group which was also a member of the Bank Group immediately prior to the Integrated Merger Event), in each case, to refinance all or any part of the Target Group Financial Indebtedness, including any Financial Indebtedness incurred for the purpose of the payment of all principal, interest, fees, expenses, commissions, make-whole and any other contractual premium payable in respect thereof which is not inconsistent with standard market practice, in respect of such Target Group Financial Indebtedness and any reasonable fees, costs and expenses incurred in connection with such refinancing.

"Term Facilities" means the A Facility and the B Facility and **"Term Facility"** means either of them, as the context may require.

"Term Facility Outstandings" means, at any time, the aggregate of the A Facility Outstandings and the B Facility Outstandings at such time.

“Transfer Deed” means a duly completed deed of transfer and accession in the form set out in Schedule 3 (*Form of Deed of Transfer and Accession*) to the Senior Facilities Agreement which has been executed as a deed by a Lender and a Transferee whereby such Lender seeks to transfer to such Transferee all or a part of such Lender’s rights, benefits and obligations under the Senior Facilities Agreement as contemplated in clause 38 (*Assignments and Transfers*) of the Senior Facilities Agreement and such Transferee agrees to accept such transfer and to be bound by the Senior Facilities Agreement and to accede to the HYD Intercreditor Agreement, the Group Intercreditor Agreement and, if applicable, the Pari Passu Intercreditor Agreement.

“Transferee” means a bank or other institution to which a Lender seeks to transfer all or part of its rights, benefits and obligations under the Senior Facilities Agreement pursuant to and in accordance with clause 38 (*Assignments and Transfers*) of the Senior Facilities Agreement.

“Triangle Notes” means the 11.2% senior discount debentures due 2007 issued by NTL (Triangle) LLC (formerly known as Comcast UK Cable Partners Limited).

“Triangle Sub-Group” means NTL (Triangle) LLC (for so long as it remains a member of the Group) and its Subsidiaries from time to time. For information purposes only, members of the Triangle Sub-Group as at the date of the Senior Facilities Agreement are set out in Part 3 of Schedule 9 (*Members of the Triangle Sub-Group*) of the Senior Facilities Agreement.

“Ultimate Parent” means, on the date of the Senior Facilities Agreement, NTL, and at any time thereafter, any person that accedes to the Senior Facilities Agreement as the Ultimate Parent pursuant to clause 26.2 (*Acceding Holding Company*) of the Senior Facilities Agreement.

“Unintegrated Merger Event” means a Merger Event has occurred but an Integrated Merger Event has not occurred.

“Utilisation” means the utilisation of a Facility under the Senior Facilities Agreement, whether by way of an Advance, the issue of a Documentary Credit or the establishment of any Ancillary Facility.

“Utilisation Date” means (a) in relation to an Advance, the date on which such Advance is (or is requested) to be made (b) in relation to a utilisation by way of Ancillary Facility, the date on which such Ancillary Facility is established, and (c) in relation to a utilisation by way of Documentary Credit, the date on which such Documentary Credit is to be issued, in each case, in accordance with the terms of the Senior Facilities Agreement.

“Utilisation Request” means:

- (a) in relation to an Advance a duly completed notice in the form set out in Part 1 to Schedule 5 (*Form of Utilisation Request (Advances)*) to the Senior Facilities Agreement; or
- (b) in relation to a Documentary Credit, a duly completed notice in the form set out in Part 2 to Schedule 5 (*Form of Utilisation Request (Documentary Credits)*) to the Senior Facilities Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02591237

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL MORTGAGE SUPPLEMENTAL TO A DEBENTURE DATED 13 APRIL 2004 AND DATED THE 21st MARCH 2005 AND CREATED BY NTL GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS OR ANY OF THEM TO ANY SECURED PARTY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd MARCH 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th MARCH 2005.

GRH
P



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —