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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 £10 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

Company number

2591237

Name of company

* NTL Group Limited, a limited liability company incorporated and existing under the laws of England and Wales (the "Joining Party")

Date of creation of the charge

24 June 2004

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

A joinder in pledge agreement executed by the Joining Party and delivered to Credit Suisse First Boston, as Facility Agent and Security Trustee, for the benefit of the Secured Parties over those shares in the company set out in the table held by, to the order of or on behalf of the Joining Party at any time (the "Shares") (the "Joinder").
(Please see addendum 1/4 on the Continuation Sheet for the Table setting out the Shares)

Amount secured by the mortgage or charge

All present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by any of the Obligors to the Secured Party, any receiver or delegate, the Facility Agent or any of the Lenders under the Finance Documents including, without limitation, those arising under Clause 30.1 and 30.2 (Guarantee and Indemnity) of the Senior Facilities Agreement, and all present and future obligations of any Debtor under the Security Agreement and all renewals, extensions, restructurings and refinancings of any of the above (all such obligations being collectively called 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
One Cabot Square, London
United Kingdom

Postcode EC14 4QI

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

White & Case
7-11 Moorgate
London EC2R 6HH

Our ref: LKS/PDE/4410650-0086

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see Addendum 4/4 on the Continuation Sheet for short particulars of the property charged.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

White & Lane

Date

29/6/04

On behalf of Security Trustee[†]

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

Company number

3024703

Name of company

* insert full name
of company

* NTL Group Limited, a limited liability company incorporated and existing under the laws of England and Wales (the "Joining Party")

Addendum 1/4

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

Issuer of Stock	Class of Stock	Certificate Numbers	No. of Shares	Percentage of total Shares
NTL (Triangle) LLC	Common	1	800,000	100%

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Company number

3024703

Name of company

* insert full name
of company

* NTL Group Limited, a limited liability company incorporated and existing under the laws of England and Wales (the "Joining Party")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* NTL Group Limited, a limited liability company incorporated and existing under the laws of England and Wales (the "Joining Party")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

Upon execution of the Joinder Agreement the Joining Party became a Pledgor under, and as defined in, the Pledge Agreement.

Pledge

Pursuant to Clause 1 (Pledge) of the Pledge Agreement as collateral security for the prompt and complete payment, performance and observance of all of the Secured Obligations whether at stated maturity, by acceleration or otherwise (including, without limitation, all interest thereon, whether accruing prior or subsequent to the commencement of a bankruptcy or similar proceeding involving any member of the Group as a debtor whether or not a claim for such interest is an allowed claim in any such proceeding), the Pledgor pledged to the Secured Party for its benefit and the ratable benefit of the Beneficiaries, and granted to the Secured Party for its benefit and the ratable benefit of the Beneficiaries, a first priority security interest in, and hypothecated to the Secured Party for its benefit and the ratable benefit of the Beneficiaries, the Pledged Collateral.

Sale or Other Disposition of Pledged Collateral

Pursuant to Clause 5.5 (Sale or Other Disposition of Pledged Collateral) of the Pledge Agreement, except as permitted under the Senior Facilities Agreement, the Pledgor represented, warranted and covenanted that it will not assign (by operation of law or otherwise), sell, lease, transfer, pledge or grant a security interest in or otherwise dispose of or abandon, nor will the Pledgor suffer or permit any of the same to occur with respect to, any Pledged Collateral, and the inclusion of "proceeds" of the Pledged Collateral under the security interest granted pursuant to the Pledge Agreement shall not be deemed a consent by the Secured Party or any Beneficiary to any sale or other disposition of any Pledged Collateral.

Further Assurances

Pursuant to Clause 5.12 (Further Assurance) of the Pledge Agreement, the Pledgor will, from time to time, at its expense, promptly execute and deliver all further instruments and documents and take all further action that may be necessary, or that the Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted pursuant to the Pledge Agreement or to enable the Secured Party to exercise and enforce its rights and remedies pursuant to the Pledge Agreement with respect to any Pledged Collateral. Without limiting the generality of the foregoing, the Pledgor will: (a) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Secured Party may reasonably request, (b) at any reasonable time, upon demand by the Secured Party exhibit the Pledged Collateral in the Pledgor's possession or control to allow inspection of the Pledged Collateral by the Secured Party or persons designated by the Secured Party; and (c) upon the Secured Party's request, appear in and defend any action or proceeding that may affect the Pledgor's title to or the Secured Party's security interest in the Pledged Collateral.

SCHEDULE

"**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 Clause 14.3 (*Consolidation of Term Facility Advances*) of the Senior Facilities Agreement or under Clause 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.

"**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.

"**Administrative Agent**" means GE Capital Structured Finance Group Limited.

"**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.

"**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 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.

"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.

"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 Clause 14.3 (*Consolidation of Term Facility Advances*) or under Clause 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*) 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.

"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) 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;

(b) without prejudice to paragraph (a) 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

(c) 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 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 are listed in Part 1 of Schedule 9 (*Members of the Bank Group*) 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.

"Beneficiary" means each of the Secured Party, the Agent and the Lenders and their respective successors, assigns and transferees from time to time (together the **"Beneficiaries"**).

"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*) of 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.

"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" means a notice to request an Ancillary Facility be established by the conversion of any Lender's Available Revolving Facility Commitment (or any part of it) into an Ancillary Facility Commitment as stipulated in Clause 6.1 (Utilisation of Ancillary Facilities) of the Senior Facilities Agreement.

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

"Debtors" means NNS U.K. Holdings 1 Inc., NNS U.K. Holdings 2 Inc., North CableComms Holdings Inc., North CableComms Management, Inc., NTL Bromley Company, NTL CableComms Group, Inc., NTL Chartwell Holdings Inc., NTL Chartwell Holdings 2, Inc., NTL North CableComms Holdings, Inc., NTL North CableComms Management, Inc., NTL Programming Subsidiary Company, NTL Solent Company, NTL South CableComms Holdings, Inc., NTL South CableComms Management, Inc., NTL Surrey Company, NTL Sussex Company, NTL U.K. CableComms Holdings, Inc., NTL Wessex Company, NTL Winston Holdings, Inc., NTL Wirral Company, South CableComms Holdings, Inc., South CableComms Management, Inc., North CableComms L.L.C., South CableComms L.L.C., and Winston Investors L.L.C and **"Debtor"** means any one of them.

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

"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.

"Dollars" denotes the lawful currency in the United States of America.

"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 Companies Act 1985 (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.

"Finance Documents" means the finance documents entered into in relation to the Senior Facilities Agreement, any other document or agreement entered into or executed by a member of the Bank Group pursuant to the foregoing documents and any other agreement or document designated a **"Finance Document"** in writing by the Facility Agent and the Borrower.

"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 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.

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

"Group" means 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 13 April 2004 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 pursuant to Clause 28 (*Separation of the Broadcast Business*) or Clause 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.

"HYD Intercreditor Agreement" means (a) the intercreditor agreement dated 13 April 2004 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.

"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*) of 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 subparagraph (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.

"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" means each Lender having a Revolving Facility Commitment.

"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.

"Intergroup Creditors" means NTL Communications Limited or any other person which accedes to the Group Intercreditor Agreement in such capacity pursuant to Clause 12 (*Changes to the Parties*) of the Group Intercreditor Agreement.

"Intergroup Debtors" means NTL Glasgow Limited, NTL Kirklees Limited, NTL UK Cablecomms Holdings Inc. or any other person which accedes to the Group Intercreditor Agreement in such capacity pursuant to Clause 12 (*Changes to the Parties*) of the Group Intercreditor Agreement.

"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*) of 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*) of the Senior Facilities Agreement,

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 (each one a **"Mandated Lead Arranger"**).

"Maturing Advance" means the day on which the Borrower is due to repay a Revolving Facility Advance.

"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 those conditions stipulated in the Senior Facilities Agreement that will allow an Integrated Merger Event to take place.

"Obligors" means the Borrower, the Original Guarantors and any Acceding Guarantors (including following an Integrated Merger Event, the Target Group Obligors) and other than in respect of Clause 9 (*Indemnities*) of the Security Trust Agreement, Cableco, and **"Obligor"** means any of them.

"Original Guarantor" means each of the companies listed in Part 1 of Schedule 2 (*The Original Guarantors*) of 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.

"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.

"Pledge Agreement" means the pledge agreement dated 13 April 2004 between the companies therein and the Security Trustee.

"Pledged Collateral" is described as follows and on any separate schedules at any time furnished by the Pledgor to the Secured Party (which schedules are deemed part of the Pledge Agreement):

- (a) all right, title and interest of the Pledgor as a holder (whether now or in the future) in
(x) shares or other equity interests in any corporations (including, without limitation,

those corporations described on Schedule 1 to the Pledge Agreement), or any warrants to purchase or depositary shares or other rights in respect of any such interests, and (y) all shares of stock, certificates, instruments or other documents evidencing or representing the same;

- (b) all right, title and interest of the Pledgor as a member of or any other type of ownership interest now existing or hereafter acquired in (x) any limited liability company or limited liability partnership (including, without limitation, those limited liability entities described on Schedule I to the Pledge Agreement), (y) each limited liability agreement under which any such limited liability entity was formed (in each case, as the same may from time to time be modified or amended in accordance with the terms thereof) and (z) all certificates, instruments or other documents evidencing or representing the same;
- (c) all right, title and interest of the Pledgor in and to all present and future payments, proceeds, dividends, distributions, instruments, compensation, property, assets, interests and rights in connection with or related to the collateral listed in clause (a) and (b) above, and all monies due or to become due and payable to the Pledgor in connection with or related to such collateral or otherwise paid, issued or distributed from time to time in respect of or in exchange therefor, and any certificate, instrument or other document evidencing or representing the same (including, without limitation, all proceeds of dissolution or liquidation); and
- (d) all proceeds of all of the foregoing, of every kind, and all proceeds of such proceeds;

provided

- (i) to the extent the issuer of any of the above is a controlled foreign corporation (used herein as such term is defined in Section 957(a) or a successor provision of the Internal Revenue Code of 1986, as amended from time to time), the Pledgor shall only be required to pledge shares or certificates representing up to but not exceeding 65% of the voting power of all classes of capital stock entitled to vote of such issuer, and all dividends, cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares; and
- (ii) provided further, in no event shall the Pledgor be required to pledge any of the above to the extent third party consent is required to effectuate such pledge.

The shares of stock, certificates, instruments or other documents evidencing or representing the foregoing shall be collectively referred to as the **"Pledged Securities."**

Notwithstanding the foregoing, the terms "Pledged Collateral" and "Pledged Securities" shall not include any margin stock (as stipulated in Regulation U of the Board of Governors of the Federal Reserve System of the United States of America, as the same is from time to time in effect), and the security interest granted hereunder shall not be effective in respect of any collateral until such time as such collateral no longer constitutes margin stock.

"Principal Separation" means the transfers of the designated core business and the designated broadcast business (as stipulated 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 stipulated 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).

"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 any administrator, administrative receiver, receiver and/or manager (whether appointed pursuant to the Security Trust Agreement, pursuant to any statute, by a court or otherwise) of the Charged Property or any part of it.

"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.

"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*) 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 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 the Borrower has requested a Revolving Facility Advance in the same currency as and in an amount which is equal to or less than the Maturing Advance be made to it.

"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Facility Agent, and the Finance Parties provided that, in the case of the Facility Agent, each Hedge Counterparty and each of the Lenders, such person is a party to the Security Trust Agreement or has delivered to the Security Trustee a duly executed Secured Party Accession Undertaking accepted by the Security Trustee and Facility Agent.

"Secured Party Accession Undertaking" means an undertaking in substantially the form set out in Schedule 2 (*Form of Secured Party Accession Undertaking*) of the Security Trust Agreement.

"Security Agreement" means the security agreement dated 13 April (as such agreement may be amended, modified, supplemented or restated from time to time) entered into by the Debtors and the Security Trustee as Secured Party.

"Security Trust Agreement" means the security trust agreement dated 13 April 2004 between, inter alia, the Security Trustee, the Facility Agent and the Lenders.

"Security Trustee" means Credit Suisse First Boston.

"Senior Facilities Agreement" means the senior facilities agreement dated 13 April 2004 (as such agreement may be modified, supplemented, amended or restated from time to time) entered into by 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*) of 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**" denotes the lawful currency of the United Kingdom.

"**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 stipulated in the Senior Facilities Agreement;
- (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 the Senior Facilities 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, 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 Clause 22 (*Financial Information*) and Clause 23 (*Financial Condition*) of the Senior Facilities Agreement and any other provision of the Senior Facilities Agreement where the financial terms defined in Clause 23 (*Financial Condition*) of that agreement are used, any legal entity which is accounted for under applicable GAAP as a Subsidiary of the first-mentioned company.

"**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**" 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 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 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.

"Term Facilities" means the A Facility or 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*) of 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 relevant 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 ntl Incorporated.

"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)*) of 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)*) of the Senior Facilities Agreement.

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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 JOINER IN PLEDGE AGREEMENT DATED THE 24th JUNE 2004 AND CREATED BY NTL GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OF THE OBLIGORS TO THE SECURED PARTY, ANY RECEIVER OR DELEGATE, THE FACILITY AGENT OR ANY OF THE LENDERS 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 30th JUNE 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JULY 2004.

A handwritten signature in black ink, appearing to be 'ph'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES