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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares.

155(6)a

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] []

2591237

Note
Please read the notes
on page 3 before
completing this form

Name of company

* NTL Group Limited (the "Company")

*Insert full name
of company

x/We† See Attachment 1 (by signing this or a duplicate form)

†Insert name(s) and
address(es) of all
the directors

§Delete as
appropriate

~~the sole director~~ [all the directors]§ of the above company do solemnly and sincerely declare that:

The business of the company is:

†Delete whichever
is inappropriate

~~(a) that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above†

The company is proposing to give financial assistance in connection with the acquisition of shares in the
[company] ~~[company's holding company]~~

Limited)†

The assistance is for the purpose of [that acquisition] [reducing or discharging a liability incurred for the
purpose of that acquisition].§

The number and class of the shares acquired or to be acquired is: see attachment 2

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

Ashurst Morris Crisp
Broadwalk House
5 Appold Street
London EC2A 2HA

For official use

General Section

Post room



KLD *KWMRULQY* 1003
COMPANIES HOUSE 21/05/96

The assistance is to be given to: (note 2) Addroute Limited ("Newco") (Company No. 3173552)
whose registered office is at CableTel House, Guildford Business Park, Guildford, Surrey
GU2 5AD

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

The assistance will take the form of:

Please see attachment 3

The person who [has acquired] [will acquire]* the shares is:

Newco

*Delete as
appropriate

The principal terms on which assistance will be given are:

Please see attachment 4

The amount of cash to be transferred to the person assisted is £ zero

The value of any asset to be transferred to the person assisted is £ zero

The date on which the assistance is to be given is the date hereof or within eight weeks 19

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

†Delete either (a) or
(b) as appropriate

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]† (note 3)

(b) ~~[It is intended to commence the winding up of the company within 12 months of that date, and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]† (note 3)~~

And I/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Broadwalk House
5 Appold Street
London EC2A 2HA
the 8th day of May
One thousand nine hundred and ninety-six

before me Edina (E.O. Graham)

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below

A. S. Walsh
John R. Frewer
John G. Grogan
RAH46
W. Schan
David
Andrew Stubbins

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

NTL GROUP LIMITED
Company Number 2591237

Attachment 1 - Form 155(6)a

Name	Address
✓ John Richard Forrest	The Old Town House, Balmer Lawn Road, Brockenhurst, Hampshire, SO42 7TS
✓ Andrew Sukawaty	21 Abercorn Place, St Johns Wood, London NW8 9DX
✓ Derek Stanley Chambers	Tregarne, Crawley Ridge, Camberley, Surrey GU15 2AJ
✓ John Anthony Okas	Dipley Springs, Dipley Common, Hartley Wintney, Hants, RG27 8JS
✓ Arthur Stephen Walsh	Aiglemont, Trout Rise, Loudwater, Rickmansworth, Herts
✓ Ronald Alexander McKellar	Halstead, Stratfield Saye, Reading, Berks, RG27 2EJ
✓ John Francis Gregg	226 East 70th Street, Apt 6D, New York, NY 10021, USA

NTL GROUP LIMITED
Company Number 2591237

Attachment 2 - Form 155(6)a

1. 2,198,000 'A' Ordinary Shares of £0.01 each
2. 289,925 'B' Ordinary Shares of £0.01 each
3. 12 Redeemable Special Shares of £0.01 each
4. 2,487,925 'C' Ordinary Shares of £0.01 each
5. up to a further 267303 'C' Ordinary Shares of £0.01 each subject to the exercise of the options
6. 1 'C' Ordinary Share of £0.01 to be issued to Newco by the Company
7. 439,600,000 'A' Ordinary Shares of 0.1 US Cents each
8. 57,985,000 'B' Ordinary Shares of 0.1 US Cents each
9. 497,585,000 'C' Ordinary Shares of 0.1 US Cents each
10. up to a further 53,460,600 'C' Ordinary Shares of 0.1 US Cents each subject to the exercise of the options

NTL GROUP LIMITED
Company Number 2591237

Attachment 3 - Form 155(6)a

1. The execution and delivery by the Company of:-

- (a) accession agreements (the "**Guarantor Accession Agreements**") pursuant to which the Company will accede as an additional guarantor to a facilities agreement (the "**Facility A Agreement**") dated 28th March 1996 entered into between Addroute Limited ("**Newco**") as borrower, Chase Investment Bank Limited as "**Arranger**", The Chase Manhattan Bank N.A. as agent (the "**Facility A Agent**"), "**Security Trustee**" and "**Issuer**" (as such terms are defined therein) and the banks named therein (together with any other bank or financial institution from time to time participating in the facilities made available pursuant to the Facility A Agreement as a bank together the "**Facility A Banks**") pursuant to which the Facility A Banks will make available to Newco a short term loan facility in the maximum aggregate principal amount of £50,000,000 and a long term loan facility in the maximum aggregate principal amount of £90,000,000 and, to Newco and/or each of its subsidiaries which accedes to the Facility A Agreement, a Revolving Credit Facility (including a standby letter of credit facility) in the maximum aggregate principal amount of £25,000,000 and a facility agreement (the "**Facility B Agreement**") dated 28th March 1996 entered into between Newco as borrower, Chase Investment Bank Limited as arranger, The Chase Manhattan Bank, N.A. as agent (the "**Facility B Agent**"), the Security Trustee and The Chase Manhattan Bank, N.A. as the bank (the "**Facility B Bank**") pursuant to which the Facility B Bank will make available to Newco a term loan facility in the maximum aggregate principal amount of £60,000,000 (the Facility A Agreement and the Facility B Agreement together being referred to as the "**Facilities Agreements**");
- (b) an accession agreement (the "**Debenture Accession Agreement**") to be entered into between Newco, the Company and the Security Trustee pursuant to which the Company will accede to a debenture dated 28th March 1996 entered into between Newco as the Initial Chargor and the Security Trustee securing the Secured Obligations (as defined in Attachment 4);
- (c) an accession document (a "**Deed of Accession to the Intercreditor Agreement**") to be executed by the Company pursuant to which the Company will accede to an intercreditor agreement dated 28th March, 1996 made between The Chase Manhattan Bank, N.A. as agent for the Facility A Banks and the Facility B Bank, the Security Trustee, the Facility A Banks, the Facility B Bank and Newco as borrower regulating the priority arrangements between, inter alios, Newco's and the Company's creditors; and
- (d) an accession document (the "**Deed of Accession to the Security Trust Agreement**") between the Company and the Security Trustee pursuant to which the Company will accede to a security trust agreement dated 28th March, 1996 entered into between The Chase Manhattan Bank, N.A. as Security Trustee and as Agent for the financial institutions named therein, the Facility B Bank, the Facility A Banks and Newco .

2. The repayment of certain outstanding indebtedness of the Company (the "**Repayment**"), details of which are as follows:-

- (a) £46,676,824.99 incurred pursuant to a facilities agreement dated 24 October 1991 between, inter alia, the Company and SG Warburg & Co Limited as arranger, agent and security trustee (as such facilities agreement has been amended, restated, varied, novated or supplemented from time to time) (an amount equal to the exercise price of any options for shares in the Company exercised prior to the date of completion of the acquisition of

the Company by Newco from its shareholders and optionholders (together the "Vendor") which will be deducted from the consideration payable by Newco to the Vendor and, at the direction of the Holders of Options in respect of certain shares in the Company who have exercised their Options (other than Options granted at £34) (as such terms are defined in the Irrevocable Undertaking referred to in the definition of the sale and purchase documents in the Facility A Agreement) will be paid to the Company and at the direction of the Company will be applied in part repayment of the amount described in this subclause (a) and Newco will fund the repayment of the remainder of the amount described in this subclause (a) by a share subscription in the Company); and

- (b) £3,708,758.09 and £971,410.68 owed by the Company to its subsidiaries, National Transcommunications Limited ("NTL") and DTELS Limited ("DTELS") in respect of which it is proposed that the Company repay such amount with part of the proceeds of a dividend (the "Dividend") to be declared by NTL.
- (c) £70,000 owed by the Target to S.G. Warburg & Co. Limited in connection with the termination of an ISDA Master Agreement between S.G. Warburg & Co. Limited and the Target dated 16th December, 1991 in respect of which it is proposed that the Company repay such amount with part of the proceeds of the Dividend and/or with a sum to be paid to newco by The First National Bank of Boston in relation to the termination of an ISDA Master Agreement dated 13th January 1994 between The First National Bank of Boston and the Company;

NTL GROUP LIMITED
Company Number 2591237

Attachment 4 - Form 155(6)a

- (a) By executing the Guarantor Accession Agreements the Company will guarantee due observance and performance of all obligations on the part of each relevant obligor (including in respect of all fees, costs, expenses and interest) contained in the Facilities Agreements and the finance, priority and security documents referred to therein (in each case defined as the "**Facility Documents**") and will agree to pay to the Facility A Agent and the Facility B Agent from time to time on demand any and every sum or sums of money (including in respect of all fees, costs, expenses and interests) which each relevant obligor is at any time liable to pay the Facility Beneficiaries (as defined in the Facility A Agreement) or any of them and the Facility Beneficiaries (as defined in the Facility B Agreement) or any of them under or pursuant to the Facility Documents or any of them and which has become due and payable but has not been paid at the time such demand is made and pursuant to which the Company will agree to indemnify each of the Facility Beneficiaries (as defined in the Facility A Agreement) and each of the Facility Beneficiaries (as defined in the Facility B Agreement) from and against any loss incurred by them or any of them (including in respect of all fees, costs, expenses and interests) as a result of any of the obligations of any relevant obligor under or pursuant to the relevant Facility Documents being or becoming void, voidable, unenforceable or ineffective as against such other relevant obligor for any reason whatsoever.
- (b) By executing the Debenture Accession Agreement the Company will covenant with the Security Trustee as trustee for the Beneficiaries (as defined in the Debenture) that it shall discharge each and every liability (including in respect of all fees, costs, expenses and interests) which the Company may at the date of the Debenture Accession Agreement or thereafter have to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries (and whether solely or jointly with one or more persons and whether as principal or as surety) under or pursuant to the Finance Documents (as defined in the Debenture) including any liability in respect of any further advances made thereunder and pay to the Security Trustee when due and payable every sum (of principal, interest or otherwise) at the date of the Debenture Accession Agreement or thereafter owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries in respect of any such liabilities (the "**Secured Obligations**") provided that:
- (i) there shall be excluded from the foregoing covenant any liability or sum which would, but for this proviso, cause such covenant or the security which would otherwise be constituted by the Debenture for such liability or sum to constitute unlawful financial assistance prohibited by Section 151 of the Companies Act 1985 or equivalent legislation in Northern Ireland; and
- (ii) every payment by the Company of any sum in respect of the liabilities covenanted in the Debenture to be discharged by the Company to or for the account of the Beneficiary to whom the same is due and payable which is made in accordance with the terms of the Finance Document under which such sum is payable to such Beneficiary shall operate in satisfaction pro tanto of such covenant;

and will charge in favour of the Security Trustee as trustee for the Beneficiaries with full title guarantee, by way of fixed and floating charges, substantially all its assets and undertakings by way of security for the same.

- (c) By executing the Deed of Accession to the Intercreditor Agreement the Company will agree, inter alia, the terms upon which the claims of the Facility A Agent and the Facility A Banks against the obligors under the Facility A Agreement and the Security Documents (as defined in the Intercreditor Agreement) will rank in priority to the claims of the Facility B Agent and the Facility B Bank against the obligors under the Facility B Agreement and the Security Documents.
- (d) By executing the Deed of Accession to the Security Trust Agreement the Company will agree, inter alia, the order of ranking and priority of sums standing to the credit of the Proceeds Accounts (as defined in the Security Trust Agreement) and the rights, powers and discretions of the Security Trustee.
- (e) By making the Repayment, the Company will repay all its outstanding indebtedness for borrowed monies.

Report to the Directors of NTL Group Limited (the "Company") pursuant to section 156(4) of the Companies Act 1985.

We refer to the statutory declaration (Form 155(6)a) to which this report is annexed made by the Directors of the Company, and dated the same date as this report.

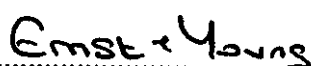
The statutory declaration is made in connection with the financial assistance which it is proposed will be given by the Company, for the purpose of the acquisition of:

1. 2,198,000 'A' Ordinary Shares of £0.01 each
2. 289,925 'B' Ordinary Shares of £0.01 each
3. 12 Redeemable Special Shares of £0.01 value
4. 2,487,925 'C' Ordinary Shares of £0.01 each
5. up to a further 267,303 'C' Ordinary Shares of £0.01 each subject to the exercise of options
6. 1 'C' Ordinary Share of £0.01 (to be issued to Addroute Limited by the Company)
7. 439,600,000 'A' Ordinary Shares of 0.1 US Cents
8. 57,985,000 'B' Ordinary Shares of 0.1 US Cents
9. 497,585,000 'C' Ordinary shares of 0.1 US Cents
10. up to a further 53,460,600 'C' Ordinary Shares of 0.1 US Cents each subject to the exercise of options

in the Company.

We have examined the contents of the statutory declaration and confirm that:

- a) we have enquired into the state of affairs of the Company so far as necessary to review the bases for the statutory declaration; and
- b) we are not aware of anything to indicate that the opinion expressed by the Directors in the statutory declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.


.....
For and on behalf of
Ernst & Young

8 May 1996