

23 - 05 - 96

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Please complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[131]

02591237

Name of company

* NTL Group Limited (the "Chargor")

Date of creation of the charge

9 May 1996

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

A Debenture Accession Agreement (the "Deed of Accession") in which the Chargor acceded to a Debenture (the "Debenture") dated 28 March 1996 made between Addroute Limited (to be known as NTL Group Limited) as Initial Chargor and The Chase Manhattan Bank, N.A. as Security Trustee for the Beneficiaries (the "Security Trustees").

Amount secured by the mortgage or charge

See Schedule 1 (the "Secured Obligations")

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

The Chase Manhattan Bank, N.A.
Chaseside, Bournemouth, BH7 7DB (as Security Trustee for the Beneficiaries)

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

Clifford Chance
200 Aldersgate Street
London EC1A 4JJ
Ref:
MJS/CO283/08111/KDH/MDCD

For official use
Mortgage Section

Post room



Time critical reference

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Short particulars of all the property mortgaged or charged

See Schedule 2 (the "Security")

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in black type, or
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Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance

Date 17/5/96

On behalf of [company] [mortgagee/chargee] †

†delete as
appropriate

NOTES

- 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.

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No. _____
to Form No 395 and 410 (Scot)

CHA 116

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

Company Number

02591237

Name of Company

NTL Group Limited (the "Chargor")

Limited*

* delete if
inappropriate

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

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

Please do not
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bold block lettering

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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in black type, or
bold block lettering

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

Please do not
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See Schedule 2

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

Re: NTL Group Limited
Company Number: 02591237
Schedule to Form 395

SCHEDULE 1

Each and every liability which the Chargor may at the date of the Deed of Accession 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 including any liability in respect of any further advances made thereunder (the "Secured Obligations").

DEFINITIONS:

"Accession Undertaking" means an undertaking in the form set out in the Second Schedule to the Security Trust Agreement;

"Additional Borrower" means any person which has become a borrower pursuant to and in accordance with the provisions of Clause 3 (*Accession of Additional Borrowers and of Additional Guarantors*) of the Facility A Agreement.

"Additional Chargor" means any person which has become a party to the Debenture by executing a Debenture Accession Agreement;

"Additional Guarantor" means any person which has become a guarantor pursuant to and in accordance with the provisions of Clause 3 of the Facility A Agreement;

"Agent" means The Chase Manhattan Bank, N.A. in its capacity as agent for the Banks under the Facility A Agreement and each Successor or Transferee of the Agent;

"Agreements" means (severally)

- (a) all Agreements for Lease;
- (b) all Agreements for Sale;

"Agreements for Lease" means (severally) all agreements, contracts, options or undertakings whether in existence at the date of the Deed of Accession or thereafter in existence for or relating to the creation of any estate, interest or right in or over the Real Property or any part thereof (including without limitation any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis and whether in all cases in respect of the whole or any part of the Real Property);

"Agreements for Sale" means (severally) all agreements, contracts or options in existence at the date of the Deed of Accession or thereafter in existence for or in relation to the assignment or transfer or

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Re: NTL Group Limited
 Company Number: 02591237
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disposal by way of sale of the whole or any part of or for or in relation to the creation of any estate or interest in the Real Property or any part thereof upon the sale thereof or in relation to or under which any capital sum is or is to be derived from the Real Property or any part thereof;

"APD Escrow Account" has the meaning ascribed to it in the Deed of Adjustment;

"Arranger" means Chase Investment Bank Limited;

"B Loan" means the loan made available or to be made available to Addroute Limited (to be known as the NTL Group Limited) pursuant to the Facility B Agreement;

"Bank" or "Banks" means:

- (a) Chase Manhattan Bank, N.A.; or
- (b) any financial institution which has become a party to the First Schedule of the Facility A Agreement in accordance with the provisions of Clause 32.4 (*Assignments by Banks*) or Clause 32.5 (*Transfers by Banks*) of the Facility A Agreement.

"Beneficiaries" means the Security Trustee, the Arranger, the Agent and the Creditors from time to time;

"Borrower" means Addroute Limited (to be known as NTL Group Limited) and any Additional Borrower (as defined in the Facilities Agreement) and "Borrower" means any of them;

"Charged Investments" means all Investments from time to time charged in favour of, or assigned (whether at law or in equity) to the Security Trustee by or pursuant to the Debenture and any Debenture Accession Agreement;

"Chargors" means the Initial Chargor and any Additional Chargor and "Chargor" means any of them;

"Claims" means the book and other debts and monetary claims referred to in Clause 1(b) of the Second Schedule of this Form 395 (other than those referred to in Clause 1(b)(iv) of the Second Schedule hereof) or deriving from the Intellectual Property, the Policies or the Charged Investments;

"Company" means Addroute Limited (to be known as NTL Group Limited);

"Creditors" means the Initial Creditors and each Transferee of any of the Creditors;

"Debenture" means the Debenture dated 28 March 1996 made between Addroute Limited (to be known as NTL Group Limited) as Initial Chargor and The Chase Manhattan Bank, N.A. as Security Trustee for the Beneficiaries (the "Security Trustee");

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"**Debenture Accession Agreement**" means an agreement substantially in the form set out in the Ninth Schedule of the Debenture delivered or to be delivered by the Initial Chargor in respect of each NTL Group Subsidiary or any other person which becomes a subsidiary of NTL Limited;

"**Deed of Adjustment**" means the Deed of Adjustment entered into on 28th March 1996 by Addroute Limited and Mercury Asset Management;

"**Dormant Subsidiary**" means, at any time, any subsidiary of the Company which is "dormant" as defined in Section 250(3) of the Companies Act 1985;

"**Escrow Account**" means the Escrow Account as defined in the Deed of Adjustment to be established in accordance with Schedule 5 thereof;

"**Event of Default**" means any circumstances described in Clause 22.1 of the Facility A Agreement and/or any circumstances described in Clause 17 of the Facility B Agreement;

"**Facility**" means:

- (i) in relation to the Facility A Agreement, the sterling term loan facility granted to Addroute Limited (to be known as NTL Group Limited) and the sterling revolving credit facility granted to the Borrowers under the Facility A Agreement; and
- (ii) in relation to the Facility B Agreement, the sterling term loan facility granted to the Borrower under the Facility B Agreement;

"**Facility A Agreement**" or the "**Facilities Agreement**" means the loan agreement of 28th March 1996 between the Borrower, Chase Investment Bank Limited as arranger and The Chase Manhattan Bank, N.A. as agent, security trustee and bank pursuant to which a loan facility of £165,000,000 is or is to be made available to the Borrower and certain others;

"**Facility B Agreement**" means the loan agreement dated 28th March 1996 between Addroute Limited (to be known as NTL Group Limited) and The Chase Manhattan Bank, N.A., pursuant to which a loan facility of £60,000,000 is or is to be made available to Addroute Limited (to be known as NTL Group Limited);

"**Facility B Documents**" means:

- (a) the Facility B Agreement; and
- (b) the guarantee given or to be given by ICTL, OCOM Corporation, OCOM Sub I Inc., CableTel UK Group Inc. and OCOM Sub III Inc. and CableTel UK Limited in favour of The Chase Manhattan Bank N.A. in its capacity as lender of the B Loan;

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"Facility Beneficiaries" means at any time the Arranger, the Agent, the Security Trustee, the Issuer, the Bank and various others at such time;

"Facility Documents" means the Facility A Agreement, any Borrower Accession Agreement and any Guarantor Accession Agreement (as set out in the Facility A Agreement), the Debenture, any Debenture Accession Agreement, the Security Trust Agreement, the Standard Security, the Jersey Guarantee, the Intercreditor Agreement, any Subordination Deed and any other document entered into in connection with the Facility contained in the Facility A Agreement or in the Facility B Agreement;

"Finance Documents" means the Facility Documents and the Facility B Documents;

"Group" means, at any time, Addroute Limited (to be known as NTL Group Limited) and its subsidiaries (save for any Dormant Subsidiary) at that time;

"Guarantor" means Addroute Limited (to be known as NTL Group Limited) and any Additional Guarantors and **"Guarantors"** means any of them;

"ICTL" means International CableTel Incorporated a company incorporated under the laws of the State of Delaware;

"ICTL Investment Undertakings" means the deeds of undertaking in the agreed form given or to be given by ICTL in favour of the Borrower or, as the case may be, the Facility Beneficiaries pursuant to which ICTL undertakes to make or procure that any of its subsidiaries (other than any members of the NTL Group) shall make certain investments in the Borrower;

"Initial Chargor" means Addroute Limited (to be known as NTL Group Limited);

"Initial Creditors" means the financial institutions named on the signing pages of the Security Trust Agreement as Initial Creditors;

"Intellectual Property" means all intellectual property rights including patents, trade marks, service marks, registered designs, applications for any of those rights, trade and business names, unregistered trade marks and service marks, copyrights, know-how, confidential information, rights in designs and inventions; rights under licences, consents, orders, statutes or otherwise in relation to any of the aforesaid rights; and rights of the same or similar effect or nature;

"Intercreditor Agreement" means the intercreditor agreement dated 28th March 1996 between Addroute Limited, The Chase Manhattan Bank, N.A. as arranger, security trustee and agent, the Bank under the Facility A Agreement and The Chase Manhattan Bank, N.A. as agent, security trustee and lender under the Facility B Agreement;

"Investments" means stocks, shares, debentures and other securities together with all rights to and relating to stocks, shares, debentures or other securities and any other assets, rights or interests falling

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within any paragraph in Part I of Schedule 1 to the Financial Services Act 1986 as in force at the date hereof but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply;

"Issuer" means The Chase Manhattan Bank, N.A.

"Jersey Guarantee" means the guarantee given or to be given by NTL in favour of the Security Trustee the registration of which creates a first fixed charge in respect of the Major Property situated in Jersey;

"Lease" or "Leases" means (severally) any lease, underlease, sublease, licence agreement, option, occupation agreement or any other document governing the use or occupation of the Real Property or any part thereof;

"Major Property" means in relation to any Chargor all Real Property:

- (i) which is specified in the First Schedule of the Debenture (such property being owned or leased by NTL);
- (ii) specified in the Schedules to the Debenture Accession Agreement executed by such Additional Chargor in relation to each other Chargor; or
- (ii) at the date of the Deed of Accession or thereafter belonging to the Chargor and designated as Major Property pursuant to Clause 5.7 of the Debenture;

"Non-Major Property" means in relation to the Chargor all Real Property not falling within the definition of Major Property (including Real Property specified in the Second Schedule of the Debenture in relation to each relevant member of the NTL Group or in the Schedule to the Debenture Accession Agreement executed by such Additional Chargor in relation to each other Chargor);

"NTL" means National Transcommunications Limited, a limited liability company incorporated in England and Wales, Company number 2487597;

"NTL Group" means at any time NTL Group Limited and its subsidiaries at that time;

"Obligors" means the Borrower(s) and the Guarantors.

"Policies" means the policies of insurance details of which are set out in the Fifth Schedule to this Form 395 and any other policies of insurance effected in respect of property charged under the terms of the Debenture and the Deed of Accession in which the Chargor had an interest at the date of the Deed of Accession or may thereafter have an interest;

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"Real Property" means, in relation to the Chargor, all estates and other interests in freehold, heritable, leasehold and other immovable property wheresoever situate belonging at the date of Deed of Accession or at any time thereafter to the Chargor and all buildings, trade and other fixtures, fixed plant, machinery, equipment, installation and apparatus from time to time on any such freehold, leasehold and other immovable property and any reference to the "Real Property" shall be taken to refer to the whole or any part or parts of any property comprised therein at any time;

"Security Trust Agreement" means the security trust agreement entered into between the Security Trustee, the Agent, various parties to the Facility A Agreement, the Bank, the Borrower and others;

"Special Accounts" means such separate and denominated account or accounts with the Security Trustee or such other bank or banks as may from time to time be specified in writing by the Security Trustee as the account or accounts into which the proceeds of the getting in or the realisation of the Claims are to be paid;

"Standard Security" means the first ranking fixed security over the Major Properties located in Scotland (other than the Major Property known as Menziehill, Dundee) given by NTL in favour of the Security Trustee in the agreed form;

"Subordination Deed" means a subordination deed, pursuant to which the loan identified therein and made by ICTL or a subsidiary of ICTL (other than a member of the Group) to Addroute Limited (to be known as NTL Group Limited) (or any other Obligor) is subordinated to the loan made or to be made under the Facility A or the Facility B Agreements;

"Successor" in relation to a party means an assignee or successor in title of such party or any person who, under the law of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of such party under the Facility A or Facility B Agreements or to which under such laws the same has been transferred;

"Tangible Movable Property" means, in relation to the Chargor, all plant and machinery not charged pursuant to Clause 3.1(a)(i) of the Debenture (See Clause 1(a)(i) of Schedule 2 of this Form 395) and Deed of Accession and all other chattels belonging at the date of the Deed of Accession or at any time thereafter to the Chargor (excluding any of the same for the time being forming part of its stock in trade or work in progress);

"Transferee" means, in relation to a Creditor, a permitted assignee or transferee in respect of all or part of such Creditor's rights and obligations under any of the Finance Documents or, in relation to the Agent, its permitted replacement as agent under the Facilities Agreement which, in either case, has executed and delivered to the Security Trustee a duly completed Accession Undertaking which has been countersigned by the Agent or, in the case of a replacement Agent, the outgoing Agent and by the Security Trustee;

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"VAT" shall be construed as a reference to value added tax including any similar tax which may be imposed in place thereof from time to time.

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SCHEDULE 2

The Chargor has:

- 1a. charged in favour of the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Deed of Accession shall be a charge by way of legal mortgage) each of the following, namely:
 - i) the Major Property owned by it at the date of the Deed of Accession other than (a) any heritable or leasehold property in Scotland and all buildings, trade and other fixtures, fixed plant, machinery, installations and apparatus from time to time on any such property in Scotland and (b) any Major Property in Northern Ireland;
 - ii) all its Tangible Movable Property not assigned pursuant to Clause 3.1(c)(ii) of the Debenture (Schedule 2, Clause 1b(ii) of this Form 395);
 - iii) all its Intellectual Property;
 - iv) all goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Debenture and the Deed of Accession) belonging at the date of the Deed of Accession or at any time thereafter to the Chargor;
 - v) all present and future book and other debts at the date of the Deed of Accession or any time thereafter due or owing to the Chargor (including, for the avoidance of doubt, any rights, benefits or interest which the Initial Chargor has in the Escrow Account) other than under or in connection with the ICTL Investment Undertakings or any right or claim against ICTL in relation to any hedging agreements or similar arrangements and excluding any rights or claims in respect of the APD Escrow Account;
 - vi) all Investments to which the Chargor was entitled at the date of the Deed of Accession or may thereafter become entitled including the Investments of the Chargor listed in the Fourth Schedule of this Form 395 other than under or in connection with the ICTL Investment Undertakings or any right or claim against ICTL in relation to any hedging agreements or similar arrangements;
 - vii) any sums recovered by the Chargor in respect of any VAT;
- b. assigned in equity by way of security to the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations all the Chargor's right, title and interest in and to each of the following:

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- i) (a) all rights and claims to which the Chargor was entitled at the date of the Deed of Accession or may thereafter become entitled in relation to the Real Property and its Tangible Movable Property including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional advisor engaged in relation to any such property and any lessee, sub-lessee or licensee of any of its Real Property and any guarantor or surety for the obligations of such person, and to the extent that any such Tangible Movable Property was at the date of the Deed of Accession or at any time thereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto;
- (b) the benefit of the Agreements to which the Chargor is party and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such Agreements payable to the Chargor thereunder and all the Chargor's rights or remedies in existence at the date of the Deed of Accession or in existence thereafter, arising thereunder;
- (c) the benefit of all covenants, agreements, undertakings or obligations entered into by any other party to any Lease to which the Chargor is party or to any licences, deeds, rent, deposit, agreements or other deeds or documents supplemental or collateral to any such Lease and of all guarantees or indemnities in any of the aforesaid;
- (d) the benefit of all rights and claims to which the Chargor was entitled at the date of the Deed of Accession or may thereafter become entitled in relation to its Real Property (including those against all persons who at the date of the Deed of Accession or who may at any time be lessees, sub-lessees or licensees of its Real Property and all guarantors and sureties for the obligations of such persons) and the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the manufacturers suppliers or installers of any fixtures;
- ii) any Tangible Movable Property listed in the Third Schedule to this Form 395;
- iii) all rights and claims to which the Chargor was entitled at the date of the Deed of Accession or may thereafter become entitled in relation to the proceeds of any of the Policies;
- iv) all present and future monetary claims relating to book and other debts at the date of the Deed of Accession or at any time thereafter due or owing to the Chargor and all rights relating thereto (including, for the avoidance of doubt, any monies standing to the credit of the Escrow Account) including any security or remedies therefor other than under or in connection with the ICTL Investment Undertakings or any right or

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claim against ICTL in relation to any hedging agreements or similar arrangements and excluding any rights and claims in respect of the APD Escrow Account;

- v) all rights and claims to which the Chargor was entitled at the date of the Deed of Accession or may thereafter become entitled in relation to all moneys at the date of the Deed of Accession or at any time thereafter standing to the credit of any bank accounts (including any Special Accounts) opened or maintained with any bank (including the Security Trustee) and all rights relating or attaching thereto (including the right to interest) excluding any such rights and claims in respect of the APD Escrow Account; and
 - vi) all rights and claims to which the Chargor was entitled at the date of the Deed of Accession or may thereafter become entitled in relation to its uncalled capital.
- c. charged in favour of the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Chargor's undertaking and assets, present and future (including without limitation the Non-Major Property), other than (a) any assets for the time being effectively charged to the Security Trustee by way of fixed charge or (b) effectively assigned (whether at law or in equity) to the Security Trustee or (c) otherwise subject to an effective fixed security in favour of the Security Trustee (but excluding in each case any heritable, leasehold or corporeal moveable property in Scotland where such property is charged under the Debenture and Deed of Accession by way of first floating charge) Provided that there shall be excluded from such floating charge any assets or rights under or in connection with the ICTL Investment Undertakings or any other right or claim against ICTL in connection with any hedging agreements or similar arrangements and any rights under or in connection with the APD Escrow Account.

2. Negative Pledge

The Chargor has undertaken that at no time during the subsistence of the Security will it, otherwise than:

- (a) in favour of the Security Trustee as trustee for the Beneficiaries; or
- (b) with the Security Trustee's prior written consent,

create or permit to subsist any encumbrance (excluding any right of pre-emption of the BBC under the BBC Site Sharing Agreement) other than a Permitted Encumbrance (as defined in the Facility A and Facility B Agreements) on or over all or any part of the Charged Property.

3. The Debenture also contains a covenant for Perfection of Security and Further Assurance and power on the part of the Security Trustee to appoint a receiver.

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THIRD SCHEDULE**1. Tangible Movable Property****(Details of Tangible Movable Property)****Description****Quantity****Location**

NONE

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Company Number: 02591237
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FOURTH SCHEDULE

(Details of Investments)

Shares

Name of Company	Issued Share Capital	Description and Number of Shares Held	Share Certificate Number(s)
DTELS Limited	£4	4 Ordinary Shares of £1 each	4
National Transcommunications Limited	£30,000,100	30,000,100 Ordinary Shares of £1 each	8, 9*
NTL Limited	£2	2 Ordinary Shares of £1 each	1*
NTL Trustees Limited	£2	2 Ordinary Shares of £1 each	3*
NTL Insurance Limited	£400,000	399,999 Ordinary Shares of £1 each	4,5
NTL Network Limited	£1	1 Ordinary Share of £1	1

*The Share Certificates representing one share in each of these companies transferred from Serjeants Inn Nominees Limited have not yet been issued.

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Re: NTL Group Limited
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FIFTH SCHEDULE

(Details of Policies)

Insurer	Policy No.	Insured Risks	Sums Payable (Deposit Premiums)	Date of Policy and Duration of Cover
Sun Alliance	903KX02619	Fire and Specified Perils and Consequential Loss (combined policy)	£60,000 + IPT£9,000 (£200,00 passes to captive Insurer: NTL Insurance Limited)	12 months @ 01/01/96
Sun Alliance	903KX02619	Combined Liability	Incorporated within the combined policy	12 months @ 01/01/96
Sun Alliance	903KX02619	Group Personal Accident	Incorporated within the combined policy	12 months @ 01/01/96
Sun Alliance	903KX02619	Personal Accident (Mast Climbing Tests)	Incorporated within the combined policy	12 months @ 01/01/96
Sun Alliance	903KX02619	Professional Indemnity	Incorporated within the combined policy	12 months @ 01/01/96
Sun Alliance	Pending	Excess Layer Employers Liability	£6,000 + IPT£150	12 months @ 01/01/96
Sun Alliance	903YO18849	Restrictive Covenant	£1,000	From Nov. 1975 until premises vacated
Sun Alliance	903YO71785	Directors and Officers Liability	£6,641.25 + IPT£166.03	12 months @ 01/01/96

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Lloyds	FF7302	All Risk of Physical Loss or Damage	£59,900 + IPT£1,497.50	12 months @ 01/01/96
Guarantee Society	211188151CGF	Fidelity Guarantee	£4,410.75 + IPT£110.27	12 months @ 01/01/96
Norwich Union	92801A500073	Excess Fidelity Guarantee	£2,400 + IPT£60	12 months @ 01/01/96
Lloyds	GT63276	Group Travel	£745 + IPT£18.63	12 months @ 01/01/96
General Accident and Others	20283878LEX	Excess Public Liability (1st Layer)	£4,950 + IPT£123.75	12 months @ 01/01/96
Royal and Others	RMM702740	Excess Public (2nd Layer)	£18,562 + IPT£464.05	12 months @ 01/01/96
Guardian	JTH701210	Marine (General Average & Salvage Only)	As reported	12 months @ 01/01/96
Commerical Union	MF954930027	Motor Fleet	£110,878.25 + IPT£2,771.97	12 months @ 01/01/96
Commercial Union & Plant Safety Ltd	1) JX95414514 2) 250910001	Engineering Combined	(1) £8,973.91 + IPT£224.35 (2) £18,931.76 + IPT £3,313.06	12 months @ 01/01/96
Insurance Corporation	Pending	Aggregate Excess of Loss Insurance	£4,000	12 months @ 01/01/96
NTL Insurance Limited	Pending	Aggregate Excess of Loss Insurance	£4,000	12 months @ 01/01/96

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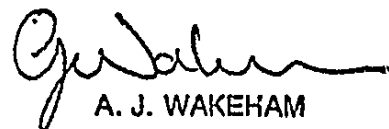
**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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 DEBENTURE ACCESSION AGREEMENT DATED THE 9th MAY 1996 AND CREATED BY NTL GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CHASE MANHATTAN BANK N.A. AS SECURITY TRUSTEE FOR THE BENEFICIARIES UNDER OR PURSUANT TO THE FINANCE DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th MAY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MAY 1996.


A. J. WAKEHAM

for the Registrar of Companies



COMPANIES HOUSE

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