

TRAVERS SMITH BRAITHWAITE

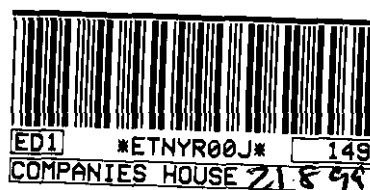
2591237

DATED 30 JUNE 1999

(1) NTL INVESTMENT HOLDINGS LIMITED

(2) NTL GROUP LIMITED

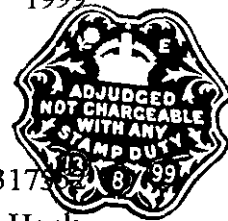
ASSIGNMENT



THIS ASSIGNMENT is made on

30 JUNE

1999



BETWEEN:-

- (1) **NTL INVESTMENT HOLDINGS LIMITED**, whose registered number is 3178823 and whose registered office is at NTL House, Bartley Wood Business Park, Hook, Hampshire RG27 9XA (the "Assignor"); and
- (2) **NTL GROUP LIMITED**, whose registered number is 2591237 and whose registered office is at NTL House, Bartley Wood Business Park, Hook, Hampshire RG27 9XA (the "Assignee").

WHEREBY IT IS AGREED as follows:-

1. **DEFINITIONS**

- 1.1 In this Assignment the following words and expression(s) shall have the meanings ascribed to them below:-

Acquisition Agreement

the agreement for the sale and purchase of certain of the issued share capital of NTL Telecom Services Limited (formerly Eastern Group Telecoms Limited) (the "**Company**") dated 22 December 1998 and made between Energy Holdings (No. 2) Limited (1), Eastern Group plc (2), and NTL Incorporated (now called NTL Communications Corp.) ("**NTL**") (3);

Supplemental Acquisition Agreement

the conditional agreement for the sale and purchase of the entire issued share capital of the Company dated 22 December 1998 and made between NTL (1), NTL (UK) Group Incorporated (2), NTL Communications Limited (3), NTL Investment Holdings Limited (4), NTL Group Limited (5) and National Transcommunications Limited (6).

1.2 Words and expression(s) defined in the Acquisition Agreement shall, unless the context otherwise requires, have the same meanings in this Assignment.

2. **ASSIGNMENT**

In pursuance of and for the consideration referred to in the Supplemental Acquisition Agreement, the Assignor hereby assigns to the Assignee all its rights and benefits (other than in respect of the Tax Covenant) whatsoever under the Acquisition Agreement (including without limitation, in respect of the Warranties), including all accrued rights of action in relation thereto TO HOLD unto the Assignee absolutely.

3. **LAW OF ASSIGNMENT**

This Assignment shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

THIS ASSIGNMENT has been duly executed by the parties on the date stated above.

SIGNED by a duly authorised officer)
for and on behalf of)
NTL INVESTMENT)
HOLDINGS LIMITED)


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SIGNED by a duly authorised officer)
for and on behalf of)
NTL GROUP LIMITED)


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