



COMPANIES FORM No. 395

## Particulars of a mortgage or charge

395

Please do not  
write in  
this margin

Pursuant to section 395 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

Name of company

\* NTL Group Limited (the "Company")

\* Insert full name  
of company

Date of creation of the charge

10th December, 1991

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

Supplemental Debenture (the "Supplemental Debenture") dated 10th December, 1991 between the Company and National Telecommunications Limited as the guarantor (the "Guarantor") and S.G. Warburg & Co. Ltd. as the Security Trustee for certain Secured Creditors (the "Security Trustee").

Amount secured by the mortgage or charge

All the Secured Obligations (including, for the avoidance of doubt, all or any further advances made pursuant to the Facilities Agreement) in whatever currency in which they now are or may at any time hereafter (and whether before, on or at any time after such demand) be due, owing or incurred by the Borrowers to the Security Trustee or any of the Secured Creditors or for which the Borrowers may be or become liable to the Security Trustee or any of the Secured Creditors anywhere for any matter or thing whatsoever whether actually or contingently and whether alone or jointly with any other person or persons, as principal surety or otherwise, and in whatever name, style or form.

Definitions

Definitions of capitalised terms are included on the attached continuation sheets.

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

S.G. Warburg & Co. Ltd., as trustee for the Secured Creditors (as defined on the attached continuation sheets) of 2, Finsbury Avenue, London

Postcode

EC2M 2PA

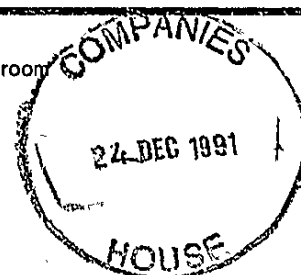
Presentor's name address and  
reference (if any):

Clifford Chance,  
Royex House,  
Aldermanbury Square,  
London  
EC2V 7LD

For official Use  
Mortgage Section

24 DEC 1991

Post room



Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

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

- 1 (a) By way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company on the date of the Debenture shall be a charge by way of legal mortgage) the following, namely:
- (i) the Real Property 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 Real Property in Northern Ireland;
  - (ii) the Intellectual Property;

(continued on continuation sheet no.1)

Particulars as to commission allowance or discount (note 3)

NONE

Signed

Date

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.

Please do not  
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binding margin

**Particulars of a mortgage or charge  
(continued)**

Continuation, sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

2591237

Name of company

NTL Group	Limited*
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\*delete if  
inappropriate

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

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

- (iii) the goodwill of the Company (including all brand names not otherwise subject to a fixed charge or assignment pursuant to the Debenture) now or at any time hereafter belonging to the Company.
- (b) By way of charge so much of the Real Property as consists of land registered in the Land Registry of Northern Ireland and by way of grant conveyance and assignment so much of the Real Property in Northern Ireland as is held in fee simple.
2. By way of assignment all the Company's right, title and interest in and to the following:
- (i) all rights and claims to which the Company is now or may hereafter become entitled in relation to the Real Property and the property referred to in paragraph 2(v) below 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 the Real Property and any guarantor or surety for the obligations of such person and to the extent that any of the property referred to in paragraph 2(v) below is now or at any time hereafter 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;
- (ii) the benefit of the Agreements and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such Agreements payable to the Company thereunder and all the Company's rights or remedies now or hereafter in existence arising thereunder;
- (iii) the benefit of all covenants, agreements, undertakings or obligations entered into by any other party to any Lease or to any licences, deeds, rent, deposit, agreements or other deeds or documents supplemental or collateral to any Lease and of all guarantees or indemnities in any of the aforesaid;

(continued continuation sheet no.2)

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 2  
to Form No 395 and 410 (Scot)

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

Company number

2521237

Name of company

NTL Group

Limited\*

\*delete if  
inappropriate

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

(iv) the benefit of all rights and claims to which the Company is now or may hereafter become entitled in relation to the Real Property (including those against all persons who now or may at any time be lessees, sub-lessees or licensees of the Real Property and all guarantors ~~and~~ parties 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;

(v) all plant and machinery (other than plant and machinery located in Scotland) not charged pursuant to paragraphs 1(a)(i) and 1(b) above and all other chattels (other than chattels located in Scotland) now or at any time hereafter belonging to the Company (excluding that for the time being forming part of its stock in trade or work in progress);

(vi) any Key Man Policies to which the Company is now or may hereafter become entitled and all rights and claims to which the Company is now or may hereafter become entitled in relation to the proceeds of any Policies;

(vii) all present and future book and other debts and monetary claims (including debts of or claims against banks other than the Security Trustee and the other Secured Creditors) and any rights relating thereto including any security or remedies therefor;

(viii) any Investments to which the Company is now or may hereafter become entitled;

(ix) all rights and claims to which the Company is now or may hereafter become entitled in relation to uncalled capital;

(x) all rights to which the Company is now or may hereafter become entitled in respect of the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act 1986;

(xi) the benefit of all present and future licences, authorisations, consents and approvals held in connection with the business carried upon the Charged Property or any part thereof and also the right to recover and receive all compensation which may at any time become payable to the Company in respect of any such licences and consents;

(continued on continuation sheet no.3)

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

Please complete  
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bold block lettering

Company number

2591237

Name of company

NTL Group

Limited\*

\*delete if  
inappropriate

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

3. By way of first floating charge the whole of the Company's undertaking and assets, present and future, other than any assets for the time being effectively charged to the Security Trustee by way of fixed charge or effectively assigned to the Security Trustee (but excluding any heritable, leasehold or corporeal moveable property in Scotland which such property is charged by way of first floating charge).

Provided That the Security shall (unless and until the relevant lessor's consent has been obtained) not extend to the Company's interest in the whole or any part of the Real Property, any fixtures, Agreements or any other interest or right of the Company in respect of the use of plant, machinery or equipment where the creation of any security interest therein by the Company is prohibited either absolutely or without the consent of the lessor, but the Company shall use all reasonable endeavours to obtain within 6 months after receipt of such a request from the Security Trustee the consent (in a form and content acceptable to the Security Trustee) for the lessor for the Company to charge or assign its interest(s) referred to above to the Security Trustee as part of the Security and on each occasion that the Company has obtained such consent the Company's interest therein shall (subject to the terms of such consent (if any)) thereupon automatically become subject to the Security and the Company shall produce such consent to the Security Trustee.

**DEFINITIONS OF CAPITALISED TERMS ARE SET OUT BELOW:**

"Additional Borrowers" means National Transcommunications Limited or any of the subsidiaries of the Company which has submitted an accession notice (in the form set out in the Sixth Schedule to the Facilities Agreement) to the Agent;

"The Agent" means S.G. Warburg & Co. Ltd. in its capacity as agent for the Banks under the Facilities Agreement and any successor agent for the Banks appointed thereunder;

"Agreements" means severally all Agreements for Lease and all Agreements for Sale;

"Agreements for Lease" means (severally) all agreements, contracts, options or undertakings whether now or hereafter 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 now or hereafter to come into existence for or in relation to the assignment or transfer or 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;

"The Arranger" means S.G. Warburg & Co. Ltd;

"Banks" means each of the financial institutions named in the First Schedule to the Facilities Agreement (being S.G. Warburg & Co. Ltd and The Governor and Company of The Bank of Scotland) and each person to whom a Bank has transferred or assigned any right or obligation in accordance with Clause 42 thereof;

(continued on continuation sheet number 4)



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# Particulars of a mortgage or charge (continued)

Continuation sheet No. 4  
to Form No 395 and 410 (Scot)

Please complete  
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Company number

2591237

Name of company

NTL Group

Limited\*

\*delete if  
inappropriate

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

"the Borrower" means any of;

- (a) the Company; and
- (b) the Additional Borrowers;

and in each case references to the "Borrower" include references to such Borrower in its capacity as a guarantor in accordance with Clause 31 of the Facilities Agreement; and

"Borrowers" means each of the Borrowers.

"Charged Property" means the undertaking, revenues and assets of the Company from time to time charged or assigned to the Security Trustee by or pursuant to the Debenture;

"Debenture" means the Debenture dated 24th October, 1991 between the Company and S.G. Warburg & Co. Ltd. as the Security Trustee;

"Facilities Agreement" means the facilities agreement dated 24th October, 1991 made between the Company, the Arranger, the Agent, the Security Trustee, The Governor and Company of the Bank of Scotland as Overdraft Bank S.G. Warburg & Co. Ltd. and The Governor and Company of the Bank of Scotland as Underwriter and the Banks as amended, extended or replaced from time to time;

"Intellectual Property" means letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, topographical rights, applications for registration of any of the foregoing and the right to apply for them in any part of the world, inventions, confidential information, knowhow and rights of similar or analogous nature arising or subsisting anywhere in the world, in relation to any of the foregoing, whether registered or unregistered now or hereafter belonging to the Company;

"Interest Rate Hedging Agreements" means the agreements entered into with Interest Rate Hedge Counterparties in relation to certain interest rate hedging or protection arrangements in respect of any of the Facilities (together with all documents, agreements and/or deeds executed pursuant to the terms and conditions thereof);

"Interest Rate Hedge Counterparties" means those parties with whom interest rate hedging agreements are entered into pursuant to paragraph (v) of Clause 28.1 of the Facilities 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 within any paragraph in Part I of Schedule 1 to the Financial Services Act 1986 as in force at the date of the Debenture 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;

"Key Men" means Dr. John Forrest and Messrs. Derek Chambers, Ronald McKeller and John Okas, and "Key Man" means any one of them;

"Key Man Policies" means the insurance policies (on terms and subject to conditions reasonably acceptable to the Agent) taken out by the Company on the lives of the Key Men (each in amount of £300,000) and each renewal or replacement thereof from time to time;

"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;

"The Overdraft Bank" means The Governor and Company of the Bank of Scotland;

"Policies" means any policies of insurance in which the Company may now or hereafter have an interest.

(continued on continuation sheet number 5)

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 5  
to Form No 395 and 410 (Scot)

Please complete  
legibly, preferably  
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Company number

2591237

Name of company

NTL Group

Limited\*

\*delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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"Real Property" means all estates and other interests in freehold, heritable, leasehold and other immovable property wheresoever situate now or hereafter belonging to the Company and all buildings, trade and other fixtures, fixed plant, machinery, equipment, installations and apparatus from time to time on any such freehold, leasehold and other immovable property and references to the Real Property shall be taken to include references to the whole or any part or parts of any property comprised therein at any time;

Please complete  
legibly, preferably  
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bold block lettering

"Secured Creditors" means the Security Trustee, the Agent, Interest Rate Hedge Counterparties, the Overdraft Bank and the Banks;

"Secured Obligations" means all monies and liabilities whatsoever, present or future, actual or contingent, which are now or may at any time hereafter become due, owing or incurred by the Borrowers to the Secured Creditors or any of them (or to the Security Trustee as trustee or as agent on their behalf on account of such monies and liabilities) under or arising in connection with the Interest Rate Hedging Agreements and/or the Facilities Agreement together with all monies and liabilities which may be so due, owing or incurred by the Company:

- (i) under or as a result of or arising in connection with, any refinancing, rescheduling, novation, refunding, deferral or extension of any monies and liabilities due, owing or incurred by the Borrowers to the Secured Creditors or any of them under or arising in connection with the Facilities Agreement; or
- (ii) under any agreement expressed to be supplemental to the Facilities Agreement providing for the making of further advances by any of the Banks to the Borrowers;

Provided that such monies or liabilities shall not include monies or liabilities in respect of which security granted by the Company to the Security Trustee at the date of the Debenture constitutes unlawful financial assistance prohibited by Section 151 of the Companies Act 1985;

NOTE

1. The Debenture contains a negative pledge relating to the Charged Property.
2. The Debenture contains provisions entitling the Security Trustee (in certain circumstances) to appoint one or more persons to be a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.
3. The Debenture contains covenants for further assurance.

DJMB032Q.51

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

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

I hereby certify that a mortgage or charge dated the 10th DECEMBER 1991  
and created by NTL GROUP LIMITED

for securing all moneys due or to become due from the Company to  
S.G.WARBURG & CO. LIMITED AS TRUSTEE FOR THE SECURED CREDITORS under the  
terms of THE FACILITIES AGREEMENT

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 24th DECEMBER 1991

Given under my hand at the Companies Registration Office,  
Cardiff the 6th JANUARY 1992

No. 2591237

*K F Thomas*  
K F THOMAS

an authorised officer

C.69

*25*  
*3.1.92*