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CHFP025

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

* insert full name
of Company

COMPANIES FORM No. 395

A/C.00400107.

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.



395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



FC018124

Name of company

* NTL (UK) Group, Inc. (the "Assignor")

Date of creation of the charge

21 February 2001

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

An Assignment Agreement relating to Inter-Company Loans (the "Intra-Group Loan Assignment") dated 21 February 2001 made between the Assignor and Chase Manhattan International Limited as security trustee for the Secured Parties (the "Security Trustee").

Amount secured by the mortgage or charge

All obligations owing to the Secured Parties or to the Security Trustee (whether for its own account or as trustee for the Secured Parties) by the Obligors under or pursuant to the Finance Documents, whether present or future, actual or contingent (and whether incurred by the Assignor alone or jointly, and whether as principal or surety or in some other capacity) (the "Secured Obligations").

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

Chase Manhattan International Limited of 125 London Wall, London EC2Y 5AJ as trustee for the Secured Parties on the terms and conditions set out in the Security Trust Agreement.

Postcode

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

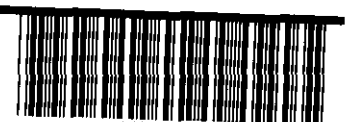
Clifford Chance Limited Liabilit
200 Aldersgate Street
London
EC1A 4JJ

JXRD/C0283/17870/GK

Time critical reference
London2/856569/01

For official Use
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0293
22/02/01

Short particulars of all the property mortgaged or charged

As security for the payment and discharge of all of the Secured Obligations, the Assignor, as legal and beneficial owner unconditionally and irrevocably assigned to the Security Trustee as trustee for the Secured Parties all its rights, title and interest, present and future, in and to, and the benefit of, the Intra-Group Loans and its right to receive sums thereunder. The Intra-Group Loan Assignment contains covenants for further assurance and a negative pledge.

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lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Date 22 February 2001

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† 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.
- 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 CF4 3UZ

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binding margin

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

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

CHFP025

Please complete
legibly, preferably
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bold block lettering

Company Number

FC018124

Name of Company

NTL (UK) Group, Inc. (the "Assignor")

Limited*

* delete if
inappropriate

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

In this Form 395:

"Credit Agreement" means the £2,500,000,000 credit agreement dated 30 May 2000 (as amended) between NTL Business Limited as the original borrower, the Security Trustee and others.

"Finance Documents" means the Credit Agreement, any Borrower Accession Memorandum delivered pursuant to the Credit Agreement, any Guarantor Accession Memorandum delivered pursuant to the Credit Agreement, the fee letters referred to in Clause 22.5 (Agency and other Fees) of the Credit Agreement, the Security Documents, the Security Trust Agreement, the NTL UK Subordination Agreement, the NTL Subordination Agreement, any Subordination Agreement and any other document designated as such by the Agent and the Relevant Obligor (each as defined in the Credit Agreement).

"Intra-Group Loans" means all loans from time to time made by the Assignor to the Original Borrower, any member of the Target Group or any member of the UK Group (each as defined in the Credit Agreement).

"Obligors" means the Borrowers and the Guarantors as defined in the Credit Agreement.

"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Agent and each Bank from time to time party to the Credit Agreement and each Secured Ancillary Facilities Provider provided that, in the case of the Agent, the Banks and the Secured Ancillary Facilities Provider, 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 Agent (each as defined in the Credit Agreement or the Security Trust Agreement).

"Security Trust Agreement" means the security trust agreement dated 30 May 2000 (as amended) between the Security Trustee, Chase Manhattan International Limited as agent, NTL Business Limited as the original obligor and others.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. FC018124

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT AGREEMENT RELATING TO INTER-COMPANY LOANS (THE "INTRA-GROUP LOAN ASSIGNMENT") BETWEEN THE ASSIGNOR AND SECURITY TRUSTEE, DATED THE 21st FEBRUARY 2001 AND CREATED BY NTL (UK) GROUP, INC. FOR SECURING ALL OBLIGATIONS OWING TO THE SECURED PARTIES OR TO THE SECURITY TRUSTEE (WHETHER FOR IT'S OWN ACCOUNT OR AS TRUSTEE FOR THE SECURED PARTIES) BY THE OBLIGORS UNDER OR PURSUANT TO THE FINANCE DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd FEBRUARY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th FEBRUARY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

LC
Pam



Companies House

— for the record —