

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

*Not  
2420  
03 9206*

# 395

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

\*insert full name of company

To the Registrar of Companies

For official use

FEE £10  
COMPANIES HOUSE

1110

2591237

Name of company

\* NTL GROUP LIMITED (the "Pledgor")

Date of creation of the charge

21 February 2001

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

Share pledge (the "Deed") made between the Pledgor and others (1) and the Security Trustee (as defined below) (2)

Amount secured by the mortgage or charge

*due or to become due (inc)*

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 Pledgor under or pursuant to the Finance Documents whether present or future, actual or contingent (and whether incurred by the Pledgor alone or jointly and whether as principal or surety or in some other capacity) (the "Secured Obligations").

*Call credit dep*

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

Chase Manhattan International Limited, 125 London Wall, London EC2Y 5AJ (the "Security Trustee")

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

Travers Smith Braithwaite  
10 Snow Hill  
London  
EC1A 2AL

AZG/DG1/1490221.01

Time critical reference

For official use  
Mortgage Section

Post room



A47  
COMPANIES HOUSE

0683  
06/03/01

Short particulars of all the property mortgaged or charged

By the Deed, as security for the payment and discharge of all of its Secured Obligations, the Pledgor pledged and assigned with absolute warrandice in favour of the Security Trustee as trustee for the Secured Parties its whole rights, title, interest and benefit in and to the Pledged Portfolio and all other securities (if any) which are transferred or delivered after the date of the Deed by the Pledgor in the Company to the Security Trustee as trustee for the Secured Parties or its nominee or otherwise agreed to be held on the terms of the Deed.

Please do not write in this margin

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

Handwritten initials 'TS' and a checkmark.

Particulars as to commission allowance or discount (note 3)

NIL

Signed Tames Smith Braithwaite Date 2 March 2001

On behalf of [company] [~~mortgagee/chargee~~]<sup>†</sup>

† 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  
write in this  
binding margin

# Particulars of a mortgage or charge (continued)

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

CHA 116

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

Company Number

2591237

Name of Company

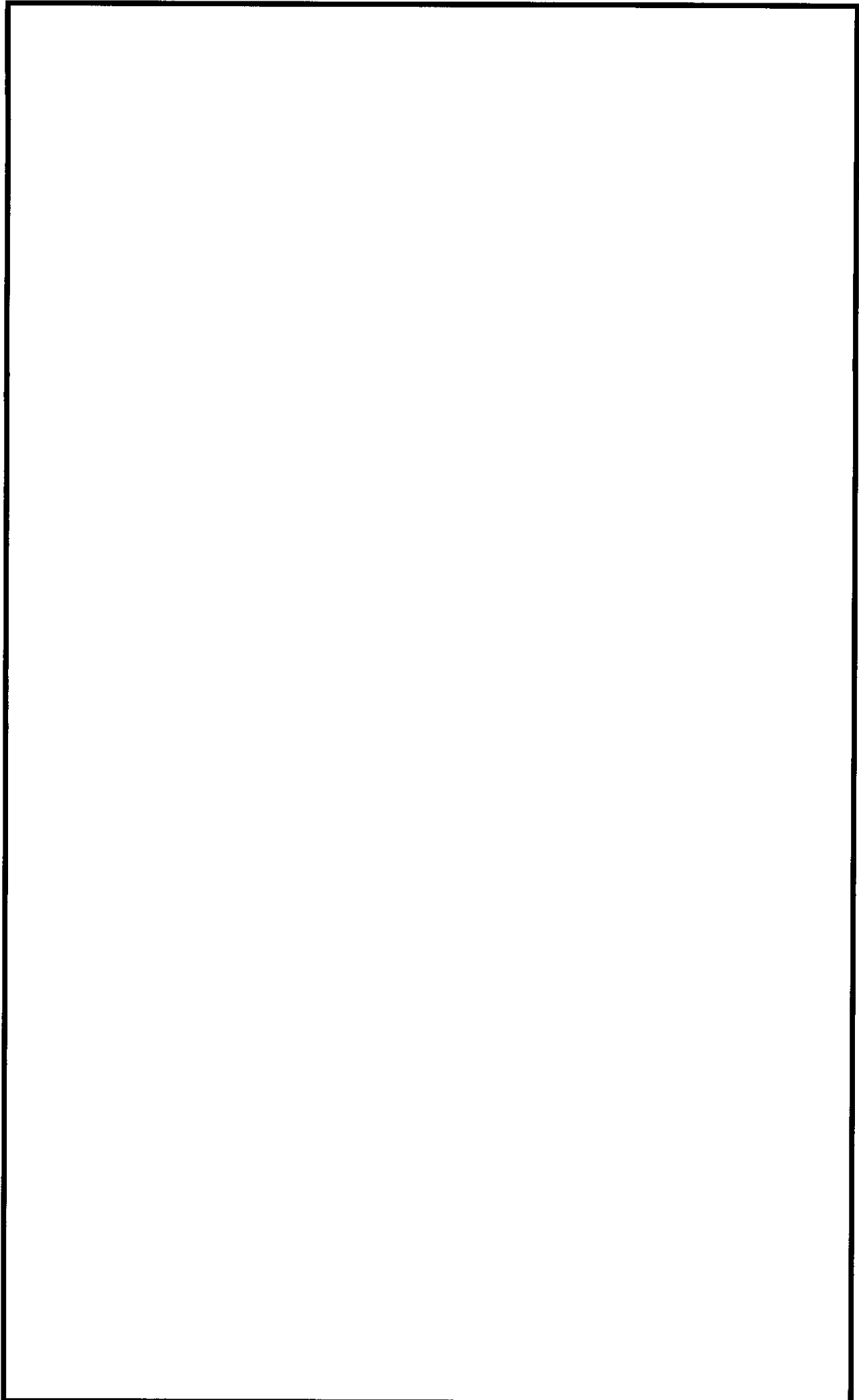
NTL GROUP LIMITED (the "Pledgor")

~~limited~~\*

\* delete if  
inappropriate

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

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



Please do not  
write in this  
binding margin

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

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

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

In this Form 395 the following words shall have the following meanings:

**Beneficiaries:** the Security Trustee as security trustee, the agent from time to time under the Credit Agreement, Chase Manhattan plc and Morgan Stanley Dean Witter Bank Ltd as the arrangers under the Credit Agreement, the banks from time to time party to the Credit Agreement and the secured providers of ancillary facilities to the UK Group and their respective successors, assignees and transferees from time to time;

**Company:** Prospectre Limited;

**Credit Agreement:** the £2,500,000,000 credit agreement dated 30 May 2000 as amended from time to time made between NTL Communications Limited as parent, NTL Business Limited as principal borrower, NTL Communications Corp., Chase Manhattan plc and Morgan Stanley Dean Witter Bank Limited as arrangers and joint book managers, the Security Trustee as agent and security trustee and the banks party thereto;

**Finance Documents:** the Credit Agreement; any memorandum under which any borrower has acceded to the Credit Agreement; any memorandum under which any guarantor has acceded to the Credit Agreement; any fee letter relating to the Credit Agreement; any agreement or document pursuant to which any member of the Group creates any security interest in favour of the Beneficiaries (or the Security Trustee on their behalf) for all or any part of the obligations of the Obligors under any of the Finance Documents; the Security Trust Agreement; the subordination agreement dated 30 May 2000 between NTL (UK) Group Inc, NTL Communications Limited and the Security Trustee; the subordination agreement dated 30 May 2000 between NTL Inc., NTL Business Limited and the Security Trustee, any subordination agreement between any holding company of NTL Communications Limited and the Security Trustee; any other document designated as such by the agent under the Credit Agreement and NTL Communications Limited and any document by which a secured provider of ancillary facilities to the UK Group makes such facilities available;

**Group:** NTL Inc. and its subsidiaries;

**Obligors:** NTL Communications Limited, NTL Business Limited and any party which has acceded to the Security Trust Agreement as an obligor;

**Pledged Portfolio:** the shares listed in the schedule below and all other shares in a member of the UK Group held by, to the order or on behalf of the Pledgor at any time and all dividends, interest and other monies payable in respect of such shares and all other rights, benefits and proceeds in respect of or derived from such shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise);

**Secured Parties:** the Security Trustee as security trustee, any receiver or delegate of such receiver or Security Trustee, the agent from time to time under the Credit Agreement, each bank from time to time party to the Credit Agreement and each secured provider of ancillary facilities to the UK Group provided that such parties have acceded to the Security Trust Agreement as secured parties;

**Security Trust Agreement:** the security trust agreement dated 30 May 2000 made between the Security Trustee as security trustee and agent, the banks party thereto, NTL Communications Limited, NTL Business Limited and the obligors party thereto; and

**UK Group:** NTL Communications Limited and its subsidiaries.

SEE CONTINUATION SHEET 2.....

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

Please do not  
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Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHA 116

Please complete  
legibly, preferably  
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bold block lettering

Company Number

2591237

Name of Company

NTL GROUP LIMITED (the "Pledgor")

Limited\*

\* delete if  
inappropriate

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

1490106

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

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Please do not  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete  
legibly, preferably  
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bold block lettering**

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SCHEDULE

Name of company in which shares are held

Description of Shares

Prospectre Limited

401,000 ordinary shares of £1.00 each

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

FILE COPY



**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 SHARE PLEDGE (THE "DEED") MADE BETWEEN THE PLEDGOR AND OTHERS (1) AND THE SECURITY TRUSTEE (AS DEFINED BELOW)(2) DATED THE 21st FEBRUARY 2001 AND CREATED BY NTL GROUP LIMITED FOR SECURING ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE PLEDGOR TO THE SECURED PARTIES OR TO THE SECURITY TRUSTEE (WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE FOR THE SECURED PARTIES) UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (ALL TERMS DEFINED) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MARCH 2001.

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —