

Particulars of a mortgage or charge

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Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

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657093

VIDEOTRON SOUTH LONDON LIMITED (the "Company")

Date of creation of the charge

19th March, 1995

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

COMPOSITE GUARANTEE AND DEBENTURE dated 29th March 1993 (the "Debenture") and made between (1)

see continuation sheet no.1 page 1

Amount secured by the mortgage or charge

By clause 2.1 of the Debenture the Company:

- (a) covenants that it will on demand made on it by the Security Trustee pay to the Security Trustee all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Agent, the Security Trustee, the Arranger, the Underwriters or the Banks (or any of them) by it under or pursuant to the Agreement and/or the Debenture;

see continuation sheet no.1 page 2

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

The Toronto-Dominion Bank (in its capacity as Security Trustee for the

Beneficiaries) whose London office is at Triton Court, 14/18 Finsbury Square,

London

Postcode

EC2A 1DB

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

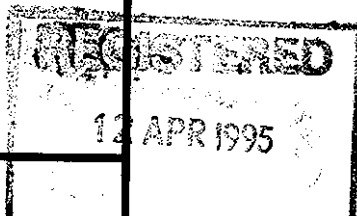
Norton Rose
Kempson House
PO Box 570
Camomile Street
London EC3A 7AN

142\X115378

Time critical reference

For official use
Mortgage section

Post room



Short particulars of all the property mortgaged or charged

By clause 3.1 of the Debenture subject to the Prior Charges each Chargor (which includes the Company) as beneficial owner charges to the Security Trustee by way of first fixed charge (and, as regards all those parts of the freehold and leasehold property vested in such Chargor at the date of the Debenture, by way of first legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations (but, save as provided in clause 14.4 of the Debenture, subject to redemption upon payment and discharge of the Secured Obligations and there no longer being any obligation on any Beneficiary to make any of the Secured Obligations available) all of its right, title, benefit and interest in, to and under, the following assets, both present and future, from time to time owned by such Chargor or in which such Chargor may from time to time have an interest:

see continuation sheet no. 1 page 4

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Norton Rose

Date

11th April 1995

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.

Page 2

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

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

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1

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

CHA 116

Please complete
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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

~~Limited~~

* delete if
inappropriate

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

Videotron Corporation Limited, (2) certain Subsidiaries of Videotron Holdings Plc (including the Company) whose respective names, registered numbers and registered offices are set out in schedule 5 to the Debenture, (3) Videotron Holdings Plc and (4) The Toronto-Dominion Bank in its capacity as Security Trustee for the Beneficiaries (as defined in the Debenture) (in this capacity the "Security Trustee"). In the Debenture:

"Agent" means The Toronto-Dominion Bank of Triton Court, 14/18 Finsbury Square, London EC2A 1DB or such other person as may be appointed agent for the Banks pursuant to clause 19.11 of the Agreement;

"Agreement" means the agreement dated 29th March, 1995 (as from time to time amended, varied, extended, restated or replaced) and made between Videotron Corporation Limited as Borrower (1), Videotron Holdings Plc and those of its Subsidiaries (including the Company) whose names, registered numbers and registered offices are set out in part B of schedule 1 thereto (2), the Arranger (3), the Underwriters (4), the banks and other financial institutions whose names and addresses are set out in part A of schedule 1 thereto (5), the Agent (6) and the Security Trustee (7) pursuant to which the Banks agreed to make available to the Borrower a revolving credit facility converting to a term loan of up to a principal amount of £210,000,000.

"Agreement Amongst Lenders" means the inter-creditor agreement entered or to be entered into between the original Swap Facility Bank, the Banks, the Agent, the Security Trustee, the Arranger, the Underwriters, the Borrower, and the Guarantors in the agreed form and/or any other inter-creditor deed or agreement entered into in relation to any replacement arrangements pursuant to the terms of the Agreement;

"Arranger" means The Toronto-Dominion Bank of Triton Court, 14/18 Finsbury Square, London EC2A 1DB;

see continuation sheet no. 2 page 1

Please complete
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- (b) covenants that it will on demand made on it by the Security Trustee pay to the Security Trustee all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Overdraft Bank by it under the Overdraft Facility;
- (c) covenants that it will on demand made on it by the Security Trustee pay to the Security Trustee all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Interest Rate Beneficiaries (or any of them) by it in respect of the Interest Rate Protection Arrangements;
- (d) covenants that it will on demand made on it by the Security Trustee pay to the Security Trustee all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bond Providers (or any of them) by it in respect of any Indemnity from it issued in connection with the Bond Provision Arrangements;
- (e) guarantees that it will on demand made on it by the Security Trustee pay to the Security Trustee all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Agent, the Arranger, the Security Trustee, the Underwriters or the Banks (or any of them) by the Borrower under the Agreement and/or the Debenture;
- (f) guarantees that it will on demand made on it by the Security Trustee pay to the Security Trustee all moneys and discharge all obligations and liabilities whether actual or contingent, now or hereafter due, owing or incurred to the Overdraft Bank by any other Chargor under the Overdraft Facility;
- (g) guarantees that it will on demand made on it by the Security Trustee pay to the Security Trustee all moneys and discharge all obligations and liabilities whether actual or contingent, now or hereafter due, owing or incurred to the Interest Rate Beneficiaries (or any of them) by the Borrower or any other member of the Restricted Group in respect of the Interest Rate Protection Arrangements;
- (h) guarantees that it will on demand made on it by the Security Trustee pay to the Security Trustee all moneys and discharge all obligations and liabilities whether actual or contingent, now or hereafter due, owing or incurred to the Bond Providers (or any of them) by any other Chargor in respect of any Indemnity from such Chargor issued in connection with the Bond Provision Arrangements; and

See continuation sheet no. 2 page 2

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

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- (a) Properties: all freehold and leasehold property of such Chargor (including, without limitation, the properties specified in schedule 6 to the Debenture) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefitting, the same (save that, in the case of any rights granted to such Chargor by virtue of the Telecommunications Code incorporated in schedule 2 of the Telecommunications Act 1984, such charge shall be deemed only to be effective to the extent not prohibited by such Act or any regulation made thereunder);
- (b) Plant and Machinery: all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same;
- (c) Securities: all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) of such Chargor in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
- (d) Debts: the Earnings due to it and all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to such Chargor or purchased or otherwise acquired by it including, without limitation, any amount from time to time standing to the credit of any Earnings Account of such Chargor or such Chargor jointly with others with any bank or other account of such Chargor with the Security Trustee or any of the Banks or with any other person and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;
- (e) Goodwill and uncalled capital: all goodwill and uncalled capital;
- (f) Intellectual Property Rights: all patents, patent applications, trade marks and service marks (whether registered or not), trade mark applications, service mark applications, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property;

see continuation sheet no. 2 page 4

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Particulars of a mortgage or charge (continued)

2

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

CHA 116

Please complete
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bold block lettering

Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

~~Limited~~

* delete if
inappropriate

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

"Associated Company" has the meaning attributed thereto in section 416 of the Income and Corporation Taxes Act 1988;

"Banks" means The Toronto-Dominion Bank, The Bank of Nova Scotia, Canadian Imperial Bank of Commerce, First National Bank of Boston, National Westminster Bank Plc, Samuel Montagu & Co. Limited and Midland Bank plc and includes their successors in title and Substitutes;

"Base Case Financial Projections" means the base case financial projections contained in the Information Memorandum;

"Beneficiaries" means the Second Beneficiaries and, where the context permits, the First Beneficiary;

"Bond Providers" means every Bank from time to time having the direct benefit of any Indemnity from a member of the Restricted Group in respect of any Bond Provision Arrangements entered into by such Bank or any novation thereof to the extent only that they are parties to such Bond Provision Arrangements or any such novation;

"Bond Provision Arrangements" means any arrangement whereby any Bank, at the request of any member of the Restricted Group, issues any bond or similar instrument in favour of any regulatory authority pursuant to any Telecommunications and Cable Laws or any local authority pursuant to any Licence or in favour of HM Customs and Excise or in relation to any contractual arrangements between such member of the Restricted Group and any local authority in connection with the construction, installation, maintenance, use and operation of the Cable Systems but the aggregate principal amount outstanding (whether actual or contingent) under all such bonds or similar instruments shall not exceed £1,500,000 at any one time;

see continuation sheet no. 3 page 1

- (i) guarantees that it will on demand made on it by the Security Trustee pay to the Security Trustee all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Swap Facility Bank by the Borrower in respect of the Swap Facility Agreement.

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The total amount recoverable from all of the Chargors (which include the Company) (i) pursuant to (b) and (f) above shall be restricted to a maximum principal aggregate amount of £10,000,000, (ii) pursuant to (d) and (h) above shall be restricted to a maximum principal aggregate amount of £1,500,000 and (iii) pursuant to (i) above and the covenant of the Borrower pursuant to clause 2.1 (e) of the Debenture shall be restricted to a maximum principal aggregate amount of £40,000,000.

By clause 2.2 of the Debenture, as a separate and independent stipulation, the Chargors (which include the Company) agree that if any purported obligation or liability of any Chargor which would have been the subject of the Guarantee had it been valid and enforceable is not or ceases to be valid or enforceable against such Chargor on any ground whatsoever whether or not known to any of the Beneficiaries or the Security Trustee (including, without limitation, any irregular exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of such Chargor or any legal or other limitation, any disability or Incapacity or any change in the constitution of such Chargor) the Chargors shall nevertheless be jointly and severally liable to the relevant Beneficiaries in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Chargors were the principal debtors in respect thereof subject to the limits set out in clause 2.1 of the Debenture. The Chargors hereby jointly and severally agree to keep the Security Trustee and the Beneficiaries fully indemnified on demand against all damages, losses, costs and expenses arising from any failure of a Chargor to perform or discharge any such purported obligation or liability subject to the limits set out in clause 2.1 of the Debenture.

Clause 2.7 of the Debenture provides that if at any time a Chargor (which includes the Company) is required to make any deduction or withholding in respect of Taxes imposed by the United Kingdom or any other jurisdiction from or to which a payment is made by such Chargor in respect of the Secured Obligations from any payment due under the Debenture for the account of any Beneficiary or the Security Trustee (or if the Security Trustee is required to make any such deduction or withholding from a payment to any Beneficiary), the sum due from that Chargor in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, each Beneficiary and the Security Trustee receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding other than Taxes or Taxation on its overall net income, profit or gains imposed in the jurisdiction in which its principal or lending office in respect of the relevant Secured Obligations is located) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made and the relevant Chargor shall indemnify each Beneficiary and the Security Trustee against any losses or costs incurred by any of them by reason of any failure of such Chargor to make any such deduction or withholding or by

see continuation sheet no. 3 page 2

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

- (g) Necessary Authorisations: to the extent that the same may be the subject of security and is not the subject of an assignment under clause 3.2 of the Debenture, the benefit of the Licences and all other Necessary Authorisations granted to such Chargor at any relevant time and the right to recover and receive all compensation which may at any time become payable in respect thereof; and
- (h) Earnings Accounts: all sums from time to time credited to or standing to the credit of any Earnings Account of such Chargor or of such Chargor jointly with others together with all interest earned thereon (whether or not credited to such Earnings Account) or arising out of or in respect of such Earnings Account.

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By clause 3.2 of the Debenture each Chargor (which includes the Company) as beneficial owner assigns absolutely to the Security Trustee (but, save as provided in clause 14.4 of the Debenture, subject to reassignment upon payment and discharge of the Secured Obligations and there no longer being any obligation on any Beneficiary to make any of the Secured Obligations available) all its right, title, benefit and interest whatsoever present and future in and under (i) the Principal Agreements to which such Chargor is a party to the extent that the terms of the Principal Agreements do not prohibit the granting of such assignment, (ii) any other agreements relating to the installation, construction and operation of the Cable Systems to which such Chargor is a party to the extent that the terms of any such agreements do not prohibit the granting of such assignment and (iii) the Licences and any other Necessary Authorisations granted to such Chargor at any relevant time as a continuing security for the payment and discharge of the Secured Obligations.

By clause 3.3 of the Debenture each Chargor (which includes the Company) as beneficial owner assigns absolutely to the Security Trustee (but, save as provided in clause 14.4 of the Debenture, subject to reassignment upon payment or discharge of the Secured Obligations and there no longer being any obligation on any Beneficiary to make any of the Secured Obligations available) subject to the Boston Inter-Creditor Deed and the Citibank Inter-Creditor Deed, all its rights, title, benefit and interest whatsoever present and future to all monies from time to time payable to such Chargor under or pursuant to the Insurances including, without limitation, the refund of premiums as a continuing security for the payment and discharge of the Secured Obligations.

By clause 3.6 of the Debenture each Chargor (which includes the Company) as beneficial owner charges to the Security Trustee (but, save as provided in clause 14.4 of the

see continuation sheet no. 3 page 4

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Particulars of a mortgage or charge (continued)

3

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

CHA 116

Please complete
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bold block lettering

Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

* delete if
inappropriate

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

"Borrower" means Videotron Corporation Limited (No.2719477) whose registered office is at Videotron House, 76 Hammersmith Road, London W14 8UD;

"Boston Inter-Creditor Deed" means the inter-creditor deed to be entered into between Boston Holdings Limited, Le Groupe Vidéotron Ltée, Videotron Southampton and Eastleigh Limited, Videotron Hampshire Limited, VHP and the Agent in a form acceptable to all of the Banks;

"Boston Leases" means the three lease agreements each dated 30th December, 1991 between (i) Boston Holdings Limited (then Bank of Boston Limited) and Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited) and (ii) Boston Holdings Limited (then Boston Leasing Limited) and Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited) and (iii) Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited) and Videotron Hampshire Limited (then Videotron South Limited) each as amended by amending agreements each dated 5th October, 1992 between (1) Boston Holdings Limited (then Bank of Boston Limited) and Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited), (2) Boston Holdings Limited (then Boston Leasing Limited) and Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited) and (3) Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited) and Videotron Hampshire Limited (then Videotron South Limited), together with any other documentation which is supplemental to or otherwise amends or varies the terms of such lease agreements;"

BT Inter-Connect Agreements" means:

- (a) the multiple systems operator agreement dated 29th July, 1993 between British Telecommunications plc and the Borrower as amended by supplemental agreements dated 23rd May, 1994 and 31st January, 1995 each between British Telecommunications plc and the Borrower; and

see continuation sheet no. 4 page 1

reason of any increased payment not being made on the due date for such payment. Each Chargor shall promptly deliver to the Security Trustee any receipts, certificates or other proof evidencing the amounts (if any) paid or payable in respect of any deduction or withholding as aforesaid. Each Chargor shall only be obliged to make any payment pursuant to this clause 2.7 of the Debenture to the extent that either (i) it is obliged to make such payment pursuant to the terms of the document evidencing the relevant Liability or (ii) if such payment is to be made pursuant to the Guarantee of such Chargor, the relevant principal obligor would be obliged to make such payment pursuant to the terms of the document evidencing the relevant underlying Liability.

By clause 5.1(j) of the Debenture each Chargor (which includes the Company) undertakes with the Security Trustee that it will punctually pay, or cause to be paid and indemnify the Security Trustee and any Receiver (on a several basis) against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable by such Chargor in respect of its Properties or any part thereof (and in the case of any payments in respect of its Properties that are to be paid by a third party to procure (where it is empowered to do so) or otherwise use reasonable efforts to procure the payment thereof).

Clause 5.2 of the Debenture provides that if any Chargor (which includes the Company) at any time defaults in complying with any of its obligations contained in the Debenture and such default has not been remedied or expressly waived, the Security Trustee shall, without prejudice to any other rights of the Security Trustee arising as a consequence of such default, be entitled (but not bound) to make good such default and such Chargor irrevocably authorises the Security Trustee and its employees and agents by way of security to do all such things (including, without limitation, entering such Chargor's property having given such notice as is reasonable in the circumstances) necessary to make good such default. Any moneys so expended by the Security Trustee shall be repayable by such Chargor to the Security Trustee together with interest at a default rate from the date of demand until such repayment, both before and after judgment.

By clause 10.1 of the Debenture the Chargors (which include the Company) jointly and severally undertake with the Security Trustee to pay on demand all costs, charges and expenses incurred by the Security Trustee or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to the Debenture or any of the Charged Assets on a full indemnity basis, together with interest at a default rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Chargors (both before and after judgment).

Clause 10.3 of the Debenture provides that the Beneficiaries, the Security Trustee and any Receiver, attorney, agent or other person appointed by the Security Trustee under the Debenture and the Security Trustee's officers and employees (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Charged Assets in respect of all costs,

see continuation sheet no. 4 page 2

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

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Debenture, subject to redemption upon payment and discharge of the Secured Obligations and there no longer being any obligation on any Beneficiary to make any of the Secured Obligations available) by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future including the assets referred to in clauses 3.1, 3.2, 3.3, 3.4 and 3.5 of the Debenture.

By clause 3.7 of the Debenture each Chargor (which includes the Company) undertakes with each of the Beneficiaries and the Security Trustee from the date of the Debenture and so long as any monies are owing under the Debenture or the Agreement that, save as otherwise provided by the Debenture, without the prior consent in writing of the Security Trustee:

- (a) it will not dispose of the Debts or any part thereof or release, compound or deal with the same otherwise than in accordance with clause 5.1(a) of the Debenture;
- (b) it will not permit any Encumbrance by such Chargor to subsist, arise or be created or extended over all or any part of the Charged Assets to secure or prefer any present or future Indebtedness of such Chargor, any of its Subsidiaries or any other person other than those permitted pursuant to clause 12.2(a) of the Agreement;
- (c) it will not dispose of or cease to exercise direct control over the whole or any part of the Charged Assets whether by one or a series of transactions related or not other than as permitted pursuant to clause 12.2(a) or (c) of the Agreement. Any of the Charged Assets described in clause 3.1(b) of the Debenture or, for licencing or sub-licencing of Intellectual Property Rights, clause 3.1(f) of the Debenture which such Chargor disposes of as permitted pursuant to clause 12.2(a) or (c) of the Agreement shall be automatically released from the charge created by such clause.

The Encumbrances over all or any part of the Charged Assets of the Chargors (which include the Company) permitted to subsist, arise, be created or (except in the case of the Permitted Existing Encumbrances) be extended pursuant to clause 12.2(a) of the Agreement are as follows:

- (i) the Permitted Existing Encumbrances (and may deliver cash and/or securities as required thereby to the extent permitted by certain clauses of the Agreement) to secure or prefer the obligations secured or preferred by such Encumbrances as at the date of the Agreement (but not any increase in the principal amount or extension of maturity of such obligations);
- (ii) Encumbrances created by or pursuant to the Security Documents or any Principal Agreement;
- (iii) Encumbrances arising out of title retention provisions in a supplier's standard conditions of supply of goods or services acquired in the ordinary course of trading;

see continuation sheet no. 4 page 4

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

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

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

CHA 116

Please complete
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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited*

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

(b) any interconnect agreement entered into between British Telecommunications plc and any member of the Restricted Group as contemplated by that multiple systems operator agreement each as amended by supplemental agreements dated 23rd May, 1994 and 31st January, 1995 each between British Telecommunications plc and the relevant member of the Restricted Group;

"Cable Systems" means the telecommunication and/or television systems constructed or to be constructed in the areas covered by the Licences and includes any part of such system and all modifications, substitutions, replacements, renewals and extensions made to such system;

"Cash Collateral Account" means the account of the Borrower with Citibank N.A. with account number 8000661449;

"Cash Collateral Agreement" means the agreement dated 12th August, 1994 between the Borrower, the original Swap Bank and the original Swap Facility Bank (whereby the Borrower assigned all of its rights, title and interest in and to the Cash Collateral Account or any successor account to the original Swap Bank as security for the Borrower's obligations under the original Swap Agreement) as amended by an agreement dated 29th March, 1995 and/or a replacement cash collateral agreement entered into in relation to any replacement arrangements pursuant to the terms of the Agreement;

"Charged Assets" means, in relation to each Chargor and subject to clause 3.14 of the Debenture, all the undertaking, goodwill, property, assets and rights of such Chargor described in clauses 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6 of the Debenture;

"Chargors" means the Borrower, the Company, VHP and each other member of the Restricted Group which is a party to the Debenture or which becomes a party to the Debenture pursuant to a Supplemental Deed;

see continuation sheet no. 5 page 1

losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in the Debenture; or
- (b) any breach by a Chargor (which includes the Company) of any of its obligations under the Debenture; or
- (c) an Environmental Claim made or asserted against an Indemnified Party which would not have arisen if the Debenture had not been executed and which was not caused by the negligence or wilful default of the relevant Indemnified Party.

Clause 16.2 of the Debenture provides that to the extent a payment is made in a currency other than a currency in which the relevant Secured Obligations are denominated no payment to the Security Trustee (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of any Chargor (which includes the Company) in respect of which it was made unless and until the Security Trustee shall have received payment in full in the currency in which such obligation or liability was incurred. To the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Security Trustee shall have a further separate cause of action against such Chargor and shall be entitled to enforce the charges created by the Debenture to recover the amount of the shortfall.

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

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- (iv) in the case of a person which becomes a member of the Restricted Group after the date of the Agreement, any Encumbrance existing when it becomes a member of the Restricted Group and not created in contemplation of or in connection with it becoming a member of the Restricted Group provided that such Encumbrance is discharged within 45 days of such person becoming a member of the Restricted Group;
- (v) provided that the same is discharged prior to the making of the first revolving advance, any Encumbrance in favour of the Overdraft Bank or any Bond Provider;
- (vi) Encumbrances created by VHP over shares of any Unrestricted Subsidiary (including dividends thereon and any related rights) and/or Indebtedness owing to it by any Unrestricted Subsidiary and/or (provided that the chargee, or a trustee for the chargee, enters into an inter-creditor deed in a form acceptable to the Majority Banks in order to subordinate that floating charge to the floating charge created by the Debenture) a floating charge over the undertaking, assets, rights and revenues of VHP, but only for the purposes of ranking ahead of unsecured creditors in the winding-up of VHP and for no other purpose whatsoever; and
- (vii) any other Encumbrance not included within paragraphs (i) or (iv) above provided that the aggregate outstanding principal amount secured by all Encumbrances created or outstanding under this exception when aggregated with the aggregate outstanding principal amount secured by the Encumbrances included within paragraphs (i) and (iv) above (other than those Encumbrances included within paragraph (i) above which were entered into in connection with the Existing Finance Leases or the VCL Hedging Arrangements) shall not at any time exceed £30,000,000 or its equivalent plus interest, expenses and fees;

see continuation sheet no. 5 page 4

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

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inappropriate

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

"Citibank Inter-Creditor Deed" means the inter-creditor deed to be entered into between Citibank International plc, Le Group Vidéotron Ltée, Vidéotron Ltée, Bell Canada Enterprises Inc., the Company, VHP, Videotron Southampton and Eastleigh Limited, Videotron Thamesmead Limited and the Agent in a form acceptable to all of the Banks;

"Citibank Leases" means the three Lease Agreements each dated as of 23rd December, 1991 between Citibank International plc (then Citicorp Investment Bank Limited) and (i) the Company (then Videotron London Limited), (ii) Videotron West London Limited (then City Centre Communications Limited) and (iii) Videotron Ealing Limited (then Cabletel Communications Limited) and each as amended by three Amending Agreements each dated 15th October, 1992 between Citibank International plc (then Citicorp Investment Bank Limited) and (i) the Company, (ii) Videotron West London Limited and (iii) Videotron Ealing Limited together with any other documentation which is supplemental to or otherwise amends or varies the terms of such lease agreements;

"Collateral Instruments" means the Security Documents, guarantees and any other documents or instruments (including, without limitation, any other document or instrument creating or evidencing an Encumbrance in favour of or for the benefit of a Beneficiary) which contains or evidences an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any Indebtedness or Liabilities referred to in clause 2.1 of the Debenture;

"Construction Contracts" means contracts or arrangements in connection with the construction of the Cable Systems in effect from time to time with a member of the Restricted Group;

see continuation sheet no. 6 page 1

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

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Clause 12.2(c) of the Agreement permits:

- (i) disposals on bona fide arms length commercial terms of (i) obsolete or surplus plant or equipment no longer required for the purpose of the business of the Restricted Group or (ii) equipment to Subscribers or installation equipment to sub-contractors in the ordinary course of trading;
- (ii) the payment of cash as consideration for the acquisition of any asset or service on normal commercial terms;
- (iii) the application of funds provided that such funds are not immediately required in the relevant person's business in the purchase or making of investments which mature within a six month period, or the realisation of such investments;
- (iv) disposals between members of the Restricted Group;
- (v) disposals permitted by certain clauses of the Agreement;
- (vi) letting or sub-letting any surplus freehold or leasehold property on bona fide arms length commercial terms;
- (vii) disposals of plant or equipment to any person in connection with a future finance lease of that plant or equipment permitted under the Agreement;
- (viii) the redemption of any Preference Shares by VHP using only the proceeds of the Videotron IPO;
- (ix) disposals to the Swap Bank of (a) sums standing to the credit of the Cash Collateral Account or any account maintained pursuant to any replacement cash collateral agreement entered into in relation to any replacement arrangements pursuant to the terms of the Agreement or (b) the Portfolio or any portfolio maintained pursuant to any replacement portfolio collateral agreement entered into in relation to any replacement arrangements pursuant to the terms of the Agreement, in each case as contemplated by the VCL Hedging Arrangements; and
- (x) the licensing or sub-licensing of any patent, trade mark, service mark, registered design, trade name or copyright required to carry on the business of constructing, installing or operating cable television and telecommunication systems in the areas covered by the Licences and such other business as may be permitted by the terms of the Agreement;

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

~~Limited~~

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

"Contribution" means in relation to a Bank the principal amount of the Loan owing to such Bank at any relevant time;

"Debts" means, in relation to each Chargor, the assets of such Chargor described in clause 3.1(d) of the Debenture;

"Deed of Subordination" means a deed of subordination to be entered into between VHP and the Agent, each VCL Shareholder and the Agent or any other person and the Agent pursuant to the terms of the Agreement;

"disposal" includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege and the creation of a trust or other equitable interest in favour of a third party and "dispose" and "disposition" shall be construed accordingly;

"Earnings" means all moneys whatsoever from time to time due or payable to any member of the Restricted Group arising out of the use or operation of the Cable Systems including (and without limiting the generality of the foregoing) all revenues or other payments due from Subscribers (and for this purpose including any Subscribers in arrears in respect of any sum due to any member of the Restricted Group), damages for breach (or payments for variation or termination) of any agreement between any member of the Restricted Group and any Subscriber and any sums recoverable from the insurers of the Cable Systems for loss of use or damage;

"Earnings Accounts" means the accounts in the name of any member of the Restricted Group with an Earnings Bank details of which are set out in schedule 9 to the Agreement and/or such other accounts as may be agreed between the Borrower and the Agent in the name of any member of the Restricted Group with an Earnings Bank;

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

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

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By clause 3.8 of the Debenture notwithstanding anything expressed or implied in the Debenture, if any Chargor (which includes the Company) creates or attempts to create any Encumbrance (other than a Prior Charge) over all or any of the Floating Charge Assets without the prior consent in writing of the Security Trustee or if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Charged Assets or does or attempts to do any diligence in execution against any of the Floating Charge Assets, the floating charge created by clause 3.6 of the Debenture over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

By clause 3.9 of the Debenture notwithstanding anything expressed or implied in the Debenture, the Security Trustee shall be entitled at any time after the occurrence of an event of default and so long as the same is continuing by giving notice in writing to that effect to the relevant Chargor (which includes the Company) to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.

By clause 3.10 of the Debenture if any Beneficiary receives notice of any subsequent Encumbrance (other than a Prior Charge) affecting the Charged Assets or any part thereof, such Beneficiary may open a new account for the Chargor concerned (which includes the Company) but if it does not do so then unless such Beneficiary gives express written notice to the contrary to the Chargor concerned it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor concerned to such Beneficiary shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from that Chargor to such Beneficiary at the time when it received such notice.

By clause 3.12 of the Debenture each Chargor (which includes the Company) irrevocably and unconditionally agrees that at any time during the continuance of an Enforcement Event if there shall from time to time be any credit balance on any of its accounts with any of the Banks, such Bank shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by such Chargor whether in whole or in part if and to the extent that at that time there are outstanding any of the Secured Obligations.

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**Particulars of a mortgage or charge
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Continuation sheet No _____
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited/

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

"Earnings Banks" means (1) Barclays Bank PLC, of (a) Southampton City Group of Branches of P.O. Box No. 2 Barclays House, Ocean Way, Ocean Village, Southampton SO14 2SB and (b) PO Box 69, 114 Fenchurch Street, London EC3P 3HY, (2) National Westminster Bank plc, of (a) 80 Lewisham High Street, London SE13 5JJ, (b) 1-7 Powis Street, Woolwich, London SE18 6LE, (c) 169 Victoria Street, London SW1E 5BT, (d) 250 Regent Street, London W1A 4RY and (e) 27 South Street, Worthing, West Sussex BN11 3AR, (3) Girobank plc, of Lyndon House, 62 Hagley Road, Birmingham B16 8PE and (4) such other banks as may be notified to the Agent by the Borrower, such bank having first received and countersigned a notice in respect of the relevant accounts;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind securing any obligation of any person or any other type of preferential arrangement having a substantially similar effect (including without limitation title transfer and/or retention arrangements having a substantially similar effect but excluding any contractual rights of set off) but does not include liens arising in the ordinary course of trading by operation of law (whether or not expressly contained in any agreement) and not otherwise only by way of contract;

"Enforcement Event" means (i) the Agent giving a notice under clause 14.2 of the Agreement (pursuant to this clause the Agent may following the occurrence of an event of default so long as the same is continuing by notice to the Borrower declare that the obligation of each Bank to make its commitment available shall be terminated and that all outstanding advances and all interest and commitment commission accrued and all other sums payable under the Agreement have become immediately due and payable) or (ii) after taking into account any applicable grace period, any default in payment on final maturity of any of the Secured Obligations or (iii) the occurrence of an event of default with respect to any of the Chargors pursuant to paragraphs (i), (j), (k), (l), (m) or (n) of clause 14.1 of the Agreement

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

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

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By clause 3.14 of the Debenture notwithstanding clauses 3.1, 3.2 or 3.6 of the Debenture, unless and until a Chargor (which includes the Company) has obtained the consent of the relevant landlord, lessor, licensee, licensor or (as the case may be) other relevant party (each of which is hereinafter referred to as a "**Consenting Party**") the fixed charge and (if applicable) legal mortgage granted pursuant to clause 3.1 of the Debenture and/or the assignment contained in clause 3.2 of the Debenture and/or the floating charge granted pursuant to clause 3.6 of the Debenture shall not extend to either (A) in the case of the fixed charge and (if applicable) legal mortgage granted pursuant to clause 3.1 of the Debenture and/or the assignment contained in clause 3.2 of the Debenture, any leasehold property of such Chargor or such Chargor's rights under (i) any Existing Finance Lease, (ii) any other lease, (iii) any other contract, (iv) any Necessary Authorisation or in respect of any Intellectual Property Rights (each of which is hereinafter referred to as a "**Fixed Charge Restricted Asset**") but, for the avoidance of doubt, shall extend to all of such Chargor's other rights, benefits, assets and undertaking whatsoever otherwise included in the fixed charge and (if applicable) legal mortgage granted pursuant to clause 3.1 of the Debenture and/or in the assignment contained in clause 3.2 of the Debenture (as the case may be) or (B) in the case of the floating charge granted pursuant to clause 3.6 of the Debenture, such Chargor's rights under the agreements listed in schedule 9 to the Debenture (which are hereinafter referred to as "**Floating Charge Restricted Assets**") but, for the avoidance of doubt, shall extend to all of such Chargor's other rights, benefits, assets and undertaking whatsoever otherwise included in the floating charge granted pursuant to clause 3.6 of the Debenture if and to the extent that (i) in the case of Fixed Charge Restricted Assets, the terms of the relevant Existing Finance Lease, other lease, contract, Necessary Authorisation or Intellectual Property Rights prohibit (either absolutely or without the consent of the relevant Consenting Party) the creation of the fixed charge and (if applicable) legal mortgage granted pursuant to clause 3.1 of the Debenture and/or the assignment contained in clause 3.2 of the Debenture over or of (as the case may be) the relevant Fixed Charge Restricted Asset or (ii) in the case of Floating Charge Restricted Assets, the terms of the agreements listed in schedule 9 in their form as at the date hereof prohibit (either absolutely or without the consent of the relevant Consenting Party) the floating charge granted pursuant to clause 3.6 of the Debenture, over the relevant Floating Charge Restricted Asset or (iii) in the case of Fixed Charge Restricted Assets, the granting of the fixed charge and (if applicable) legal mortgage pursuant to clause 3.1 of the Debenture and/or the assignment contained in clause 3.2 of the Debenture over or of (as the case may be) the relevant Fixed Charge Restricted Asset (either absolutely or without the consent of the relevant Consenting Party) would give rise to a default entitling the relevant Consenting Party to terminate the relevant Existing Finance Lease, other lease, contract, Necessary Authorisation or Intellectual Property Rights or (iv) in the case of Floating Charge Restricted Assets, the granting of the floating charge pursuant to clause 3.6 of the Debenture over the relevant Floating Charge Restricted Asset (either absolutely or without the consent of the relevant Consenting Party) would give rise to a default entitling the relevant Consenting Party to terminate the relevant agreement listed in schedule 9 to the Debenture. However, if the Security Trustee so requests, the relevant Chargor shall use all reasonable endeavours to obtain as soon as possible the consent of the relevant Consenting Party for the relevant Chargor to create the fixed charge and (if applicable) legal mortgage of the Debenture granted pursuant to clause 3.1 of the

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

~~Limited~~

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

or (iv) the Swap Facility Bank giving a notice under clause 15 of the Swap Facility Agreement (pursuant to this clause, clause 14.2 of the Agreement, inter alia, is expressed to apply, mutatis mutandis, to the Swap Facility Agreement with certain amendments to the references to defined terms used therein) to the extent that the same is the equivalent of a notice under clause 14.2 of the Agreement;

"**Environmental Claim**" means any claim, notice of violation, prosecution, demand, action, official warning, abatement or other order (conditional or otherwise), relating to Environmental Matters and any notification or order requiring compliance with the terms of any Environmental Licence or Environmental Law;

"**Environmental Laws**" includes all or any laws, statutes, regulations, treaties, codes of practice, and judgments of any governmental authority or agency or any regulatory body in any jurisdiction in which VHP or any member of the Restricted Group, as the case may be, is formed or carries on business or the European Community relating to Environmental Matters applicable to (a) VHP or the relevant member of the Restricted Group (as the case may be) and/or (b) the construction, installation and operation of cable television and telecommunications systems in the areas covered by the Licences and/or (c) any other activities from time to time carried on by VHP or the relevant member of the Restricted Group (as the case may be) and/or (d) the occupation or use of any property owned, leased or occupied by VHP or the relevant member of the Restricted Group (as the case may be);

"**Environmental Licence**" means any permit, licence, authorisation, consent or other approval required at any time by any Environmental Law (but excluding, for the avoidance of doubt, the Licences, planning permission, listed building consent and building regulation approvals) for the construction, installation and operation

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1. *Introduction*
 2. *Methodology*
 3. *Results*
 4. *Discussion*
 5. *Conclusion*
 6. *References*
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Debenture and/or the assignment contained in clause 3.2 of the Debenture and/or the floating charge granted pursuant to clause 3.6 of the Debenture over or of (as the case may be) the relevant Fixed Charge Restricted Asset and/or Floating Charge Restricted Asset. On each such consent being obtained, the relevant Fixed Charge Restricted Asset and/or Floating Charge Restricted Asset shall thereupon automatically become subject to the fixed charge and (if applicable) legal mortgage granted pursuant to clause 3.1 of the Debenture and/or assignment contained in clause 3.2 of the Debenture and/or floating charge granted pursuant to clause 3.6 of the Debenture (as the case may be), which did not apply to it prior to such consent being obtained by reason of the foregoing provisions of this clause 3.14 of the Debenture and the relevant Chargor shall immediately produce such consent to the Security Trustee.

By clause 4.1 of the Debenture each Chargor (which includes the Company) agrees that the Security Trustee and/or each of the Beneficiaries may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of the Security Trustee, such Beneficiary or of such Chargor jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in Sterling or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Obligations then due and payable to such Beneficiary but taking into account the grace periods for the making of payments under the Agreement before any non-payment becomes an event of default or set out in any relevant document pursuant to which the relevant Liability is owed by such Chargor to such Beneficiary. The Security Trustee, or, as the case may be, the relevant Beneficiary shall notify the relevant Chargor promptly after the exercise or purported exercise of any right under this clause 4.1 of the Debenture.

Clause 5.1(a) of the Debenture contains an undertaking by each Chargor (which includes the Company) with the Security Trustee that during the continuance of the security created by the Debenture such Chargor will save for all moneys VHP receives in respect of Indebtedness owing to it by any Unrestricted Subsidiary or in respect of shares it owns in any Unrestricted Subsidiary and save for all moneys any Chargor receives in relation to assets held pursuant to an Investment Management Agreement, pay the Earnings received by it into an Earnings Account and otherwise collect its Debts in the ordinary course of its business in a proper and efficient manner and pay, after the occurrence of an event of default and so long as the same is continuing, into its account with the Security Trustee or such other account as the Security Trustee may from time to time specify all moneys which it may receive in respect of the Debts promptly after receipt and not, without the prior written consent of the Security Trustee, except in the ordinary course of trading, seek to compromise, compound, vary, discharge, postpone or release any of the Debts or waive its right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof.

see continuation sheet no. 9 page 4

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Particulars of a mortgage or charge (continued)

9

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

CHA 116

Please complete
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bold block lettering

Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited*

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inappropriate

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

of cable television and telecommunications systems in the areas covered by the Licences and/or any other activities from time to time carried on by the Borrower, any Guarantor or any other member of the Restricted Group;

"Environmental Matters" means: (i) any generation, deposit, disposal, keeping, treatment, transportation, transmission, handling or manufacture of any waste (as defined in the Environmental Protection Act 1990) or any Relevant Substance; (ii) nuisance, noise, defective premises, health and safety at work or elsewhere; and (iii) the pollution, conservation or protection of the environment (both natural and built) or of man or any living organisms supported by the environment (both natural and built);

"Existing Finance Leases" means (i) the Citibank Leases and (ii) the Boston Leases;

"First Beneficiary" means The Toronto-Dominion Bank as Security Trustee and any other person who may be appointed as Security Trustee pursuant to clause 12.6 of the Debenture to the extent only of the amounts payable under clauses 5.1(j), 5.2, 10.1 and 16.1 of the Debenture;

"Floating Charge Assets" means the assets of a Chargor from time to time expressed to be charged by the Debenture by way of floating charge only;

"Fundamental Principal Agreements" means the Sky Agreement, the BT Inter-Connect Agreement and the Mercury Inter-Connect Agreement, together with any agreements replacing any of the above and any other agreement (other than a Material Principal Agreement) which the Majority Banks reasonably consider to be fundamental to the construction, installation, maintenance, use or operation by the Borrower or any other member of the Restricted Group of the Cable Systems which the Agent, by notice to the Borrower, designates as a **"Fundamental Principal Agreement"**;

see continuation sheet no. 10 page 1

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

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

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By clause 5.1(k) of the Debenture each Chargor (which includes the Company) undertakes with the Security Trustee that during the continuance of the security created by the Debenture without prejudice to the generality of clause 3.7(c) of the Debenture, and other than as permitted by clause 12.2(c) of the Agreement, not without the prior consent in writing of the Security Trustee grant any lease, dispose of, part with possession or share occupation of the whole or any part of any of the Properties or confer any licence (for the purpose of this clause 5.1(k) of the Debenture, a "licence" shall be construed as a non-revocable legal or equitable right to occupy the freehold or leasehold property), right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof or permit any person other than a Chargor:

- (i) to be registered (jointly with such Chargor or otherwise) as proprietor under the Land Registration Acts of any of the Properties nor create or permit to arise any overriding interest affecting the same within the definition in those Acts; or
- (ii) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of any of the Properties.

By clause 5.1(l) of the Debenture each Chargor (which includes the Company) undertakes with the Security Trustee that during the continuance of the security created by the Debenture it will not without the prior consent in writing of the Security Trustee vary in any material respect, surrender, cancel or dispose of, or permit to be forfeit, (i) any leasehold interest in any of the Properties or (ii) other than in the ordinary course of such Chargor's trading or business, any credit sale, hire purchase, leasing, rental, licence or like agreement for any equipment used in its business save (in the case of either (i) or (ii) above) as permitted pursuant to the terms of the Agreement or the Debenture.

Clause 6.1 of the Debenture contains a covenant by each Chargor (which includes the Company) at any time if and when reasonably required by the Security Trustee (subject to the Prior Charges) to execute such further Encumbrances and assurances in favour of the Security Trustee and/or the Beneficiaries and do all such acts and things as the Security Trustee shall from time to time reasonably require (subject to the Prior Charges) over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Debenture over the Charged Assets or any part thereof or to facilitate the realisation of the same. Clause 6.2 of the Debenture provides that such further Encumbrances and assurances shall be prepared by or on behalf of the Security Trustee at the expense of the Borrower and shall contain (a) an immediate power of sale without notice enforceable at anytime during the continuance of an Enforcement Event, (b) a clause excluding section 93 Law of Property Act 1925 and the restrictions contained in section 103 Law of Property Act 1925 and (c) such other clauses consistent with the security given by and the terms of the Debenture for the benefit of the Beneficiaries as the Security Trustee may reasonably require.

see continuation sheet no. 10 page 4

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Particulars of a mortgage or charge (continued)

10

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

CHA 116

Please complete
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bold block lettering

Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

* delete if
inappropriate

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

"Future Finance Leases" means any lease or sub-lease entered into by a member of the Restricted Group with the consent of all the Banks pursuant to the terms of the Agreement;

"Guarantee" means, in relation to a Chargor, the obligations of that Chargor pursuant to clause 2.1(f), (g), (h), (i) and (j) of the Debenture and includes the obligations of such Chargor arising by virtue of clauses 2.2, 2.7 and 14 of the Debenture;

"Guarantors" means VHP, the Subsidiaries of VHP whose names, registered numbers and registered offices are set out in part B of schedule 1 to the Agreement together with any other person who becomes a party to the Agreement as a guarantor pursuant to a Supplemental Deed, but excluding any person who has been released from the Agreement as a guarantor pursuant to the terms of the Agreement;

"Incapacity" means, in relation to any person, the insolvency, bankruptcy, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in composition of the partnership);

"Indebtedness" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent;

"Indemnity" means an indemnity issued or to be issued by the Borrower or any other member of the Restricted Group in favour of a Bond Provider in relation to a bond or other similar instrument issued by such Bond Provider in favour of any regulatory authority pursuant to any Telecommunications and Cable Laws or any local authority pursuant to any Licence or in favour of H.M. Customs and Excise or in relation to any contractual arrangements between such member of the Restricted Group and any local authority in connection with the construction, installation, maintenance, use and operation of the Cable System;

see continuation sheet no. 11 page 1

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

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

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By clause 6.3 of the Debenture each Chargor (which includes the Company) covenants with the Security Trustee (i) promptly following the entering into of the Debenture to give notice to each relevant Earnings Bank of the charge of all sums from time to time credited to or standing to the credit of each relevant Earnings Account contained in the Debenture and to procure that each relevant Earnings Bank acknowledges receipt of such notice in the manner therein provided, (ii) promptly following the later of the entering into of the Debenture or such Chargor entering into any replacement swap agreements entered into in relation to any replacement arrangements pursuant to the terms of the Agreement to give notice to the relevant Swap Bank of the assignment of the Swap Agreement contained in the Debenture and to procure that the relevant Swap Bank acknowledges receipt of such notice in the manner therein provided, (iii) promptly following the later of the entering into of the Debenture or such Chargor acquiring an interest under a contract or policy of insurance (other than a life policy) to give notice to the relevant insurer of the assignment of the Insurances contained in the Debenture and to use all reasonable endeavours to procure that such insurer acknowledges receipt of such notice in the manner therein provided, (iv) after the occurrence of an event of default and so long as the same is continuing if and when required by the Security Trustee to give notice in a form acceptable to the Security Trustee to such persons as the Security Trustee may require of the assignment of all or any part of the Charged Assets contained in the Debenture or made pursuant to clause 6.1 of the Debenture including, without limitation, the assignment of the VHP Loans contained in clause 3.5 of the Debenture and (v) to execute as and when required by the Security Trustee a legal charge or standard security or hypothecation with terms consistent with the relevant terms of the Debenture (as specified by the Security Trustee) over any freehold, leasehold and heritable properties acquired after the date of the Debenture (including all or any of the Properties as and when the same are conveyed, transferred or let to it) and over any and all fixtures, trade fixtures and fixed plant and machinery belonging to it at any time and from time to time situate thereon.

Clause 6.4 of the Debenture provides that each Chargor (which includes the Company) shall, if and when required by the Security Trustee acting on the instructions of the Majority Banks at any time during the continuance of an Enforcement Event, execute such assignments in favour of the Security Trustee and/or the Beneficiaries of all or any its rights and benefits under the Principal Agreements and the Necessary Authorisations and do all such acts and things in relation to the Principal Agreements and the Necessary Authorisations (including, but not limited to, the giving of any notices to any party to a Principal Agreement) as the Security Trustee (acting on the instructions of the Majority Banks) may require.

Clause 6.5 of the Debenture provides that the terms of clause 3.14 of the Debenture shall apply, mutatis mutandis, to any Encumbrance or assurance referred to in clause 6.1 of the Debenture and to any legal charge, standard security or hypothecation referred to in clause 6.3(v) of the Debenture or any assignment referred to in clause 6.4 of the Debenture entered into other than during the continuance of Enforcement Event as if references to "the fixed charge and (if applicable) legal mortgage granted pursuant to clause 3.1 of the Debenture and/or assignment contained in clause 3.2 of the Debenture and/or floating charge granted pursuant to clause 3.6 of the Debenture" were to such Encumbrance, assurance, legal charge, standard security or hypothecation or assignment.

see continuation sheet no. 11 page 4

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Particulars of a mortgage or charge (continued)

11

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

CHA 116

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bold block lettering

Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

* delete if
inappropriate

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

"Information Memorandum" means the Information Memorandum dated January 1995 and to the extent it did not supersede the information contained therein, the Information Memorandum dated May 1994, each distributed by the Arranger at the request of the Borrower and VHP in connection with the Agreement and the Swap Facility Agreement;

"Insurances" means, in relation to a Chargor, all present and future contracts or policies of insurance (including life policies) in which that Chargor from time to time has an interest;

"Intellectual Property Rights" means, in relation to a Chargor, the assets of that Chargor described in clause 3.1(f) of the Debenture;

"Inter-Connect Agreements" means the BT Inter-Connect Agreement and/or the Mercury Inter-Connect Agreement and any other agreement whereby services which are substantially similar and of a substantially similar scope to those provided under the BT Inter-Connect Agreement are provided to the Borrower or any other member of the Restricted Group;

"Interest Rate Beneficiaries" means every Bank and from time to time having the direct benefit of any obligations or liabilities owed by the Borrower or any other member of the Restricted Group in respect of the Interest Rate Protection Arrangements or any novation thereof to the extent only that they are parties to such Interest Rate Protection Arrangements or any such novation;

see continuation sheet no. 12 page 1

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

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

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Clause 7.4 of the Debenture provides that any sale or other disposition by the Security Trustee or by any of its nominees or by a Receiver may be made either subject to or discharged from the Prior Charges or upon such terms as to indemnity as the Security Trustee or such Receiver may think fit. The Security Trustee or the Receiver may settle and pass the accounts of any person in whom the Prior Charges may from time to time be vested and any accounts so settled and passed shall as between the Beneficiaries, the Security Trustee, the Receiver and the Chargor concerned (which includes the Company) be deemed to be properly settled and passed and shall be binding on that Chargor accordingly.

Clause 7.5 of the Debenture provides that at any time during the continuance of an Enforcement Event, the Security Trustee may pay off all or any of the Prior Charges and take a transfer of the benefit thereof or redeem the same, and the money so expended by the Security Trustee and all costs of and incidental to the transaction properly incurred by the Security Trustee and the Beneficiaries shall be repayable by Chargor concerned (which includes the Company) to the Security Trustee on demand and shall bear interest at a default rate from the date of payment by the Security Trustee.

Clause 9.2 of the Debenture provides that subject to the Prior Charges, the Boston Inter-Creditor Deed, the Citibank Inter-Creditor Deed, and any lease of Property in existence at the date of the Debenture and the terms of which preclude such payment to or holding on trust for the Security Trustee, all moneys receivable by a Chargor (which includes the Company) other than those paid under third party liability insurance to the relevant third party or payable to any third party landlord or tenant in respect of leasehold Properties (and in the case of monies which relate to a particular claim and which do not exceed £1,000,000 during the continuance of an event of default only), by virtue of any of the Insurances shall be paid to the Security Trustee (or if not paid by the insurers directly to the Security Trustee shall be held on trust for the Security Trustee) and shall, at the option of the Security Trustee, be (i) applied in replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Chargor which owned the same) or (ii) credited (for a period not exceeding 30 days at the end of which period such moneys shall, at the option of the Security Trustee, be applied in accordance with either (i) above or (iii) below) to any account charged to the Security Trustee (on behalf of the Beneficiaries) in a manner acceptable to the Security Trustee and at the cost of the Chargor concerned as a continuing security for the payment and discharge of the Secured Obligations or (iii) applied in reduction of the Secured Obligations.

Clause 11.4 of the Debenture provides that no purchaser or other person shall be bound or concerned to see or enquire whether the right of the Security Trustee or any Receiver to exercise any of the powers conferred by the Debenture has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

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Particulars of a mortgage or charge (continued)

12

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

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

"Interest Rate Protection Arrangements" means any interest rate protection arrangements (whether by way of interest rate swap, cap, collar or otherwise) from time to time entered into by the Borrower or any other member of the Restricted Group with a Bank pursuant to clause 12.1(n) of the Agreement (or, as the case may be, any replacement interest rate protection arrangements from time to time entered into by the Borrower or any other member of the Restricted Group with a Bank pursuant to clause 12.1(n) of the Agreement in substitution for all or part of such original or replacement interest rate protection arrangements). Interest rate protection arrangements entered into pursuant to clause 12.1(n) of the Agreement are interest rate protection arrangements reasonably satisfactory to the Agent, having the effect (if no substitute rate applies) of fixing the maximum rate of interest payable (including the margin) by the Borrower in respect of at least 50 per cent. of the Loan from time to time projected by the Base Case Financial Projections at the best rate reasonably obtainable at that time, but in any event not more than 12 per cent. per annum for the then immediately following period of not less than three years;

"Investment Management Agreements" means the following investment management agreements:

- (a) dated 12th August, 1994 between the Borrower and Citibank International plc;
- (b) dated 25th July, 1994 between the Borrower and County NatWest Investment Management Limited;
- (c) dated 17th August, 1992 between the Company and County NatWest Investment Management Limited

and any other investment management agreement entered into by the Borrower, with the consent of the Agent, acting on the instructions of the Majority Banks, after the date of this Agreement;

see continuation sheet no. 13 page 1

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

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

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Clause 12.6 of the Debenture provides that:

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- (a) The Security Trustee may, at any time upon 30 days' notice to the Borrower and the Banks and conditional upon the successor trustee executing a Deed supplemental to the Debenture with the Chargors to give effect to the provisions of sub-clause (b) below, retire from its appointment as Security Trustee under the Debenture. No such retirement shall take effect unless there has been appointed as a successor trustee:
- (i) a Bank or any other reputable and experienced bank or financial institution with offices in London nominated and accepted by the Majority Banks after consultation with the Borrower or, failing such a nomination;
 - (ii) any reputable and experienced bank or financial institution with offices in London nominated by the Security Trustee after consultation with the Borrower; and
- (b) All of the Banks (other than the Security Trustee, in its capacity as a Bank) may, having given to the Borrower and the Security Trustee not less than 30 days notice of the intention to do so, remove the Security Trustee from its appointment as such under the Debenture. The removal shall automatically be of effect on the expiry of the notice save where the Banks (other than the Security Trustee, in its capacity as a Bank) shall have failed to appoint a successor trustee falling within the requirements of clauses 12.6(a)(i) or (ii) of the Debenture, in which case the removal shall be deferred until such appointment is made. The Banks (other than the Security Trustee in its capacity as a Bank) shall immediately notify the Security Trustee, the Beneficiaries and the Borrower in writing on their making such appointment.
- (c) Upon any such successor as aforesaid being appointed, and subject to appropriate arrangements having been made in relation to the rights, titles and interests constituted by the Debenture to the satisfaction of the Beneficiaries, the retiring Security Trustee shall be discharged from any further obligations under the Debenture but shall remain entitled to the benefit of clause 10 of the Debenture and clause 12 of the Debenture and its successor and the Chargors shall have the same rights and obligations among themselves as they would have had if such successor had been a party to the Debenture in place of the retiring Security Trustee.

Clause 14.1 of the Debenture provides that the Debenture and the obligations of each Chargor (which includes the Company) under the Debenture shall (subject to clauses 17.2 and 18.2 of the Debenture):

see continuation sheet no. 13 page 4

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Particulars of a mortgage or charge (continued)

13

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

CHA 116

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657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

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

"**Letter of Credit**" means the letter of credit to be issued by the original Swap Facility Bank in favour of the original Swap Bank pursuant to the original Swap Facility Agreement and/or a replacement letter of credit or other similar arrangements entered into in relation to any replacement arrangements pursuant to the terms of the Agreement;

"**Liabilities**" means all obligations and liabilities whatsoever, whether express or implied, whether as principal or surety, whether present or future, actual or contingent, whether joint or several, in whatever style, name or form and in whatever currency denominated;

"**Licences**" means the licences granted to members of the Restricted Group pursuant to Telecommunications and Cable Laws details of which are set out in schedule 10 to the Agreement;

"**Loan**" means the aggregate principal amount owing to the Banks under the Agreement at any relevant time;

"**London Interconnect**" means London Interconnect Limited (No.2777628) whose registered office is at Videotron House, 76 Hammersmith Road, London W14 8UD and its wholly owned Subsidiaries;

"**London Interconnect Agreement**" means the Subscription and Shareholders Agreement dated 30th January, 1995 between the Borrower, United Artists Communications (London South) Limited, Cable London Plc, ELT Acquisition Company Limited, NYNEX Cablecomms Limited, the Cable Corporation Limited, London Interconnect, Independent Cable Sales Limited, London Interconnect PPV Limited and London Interconnect Network Limited;

see continuation sheet no. 14 page 1

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

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

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- (a) secure the ultimate balance from time to time owing to the Beneficiaries and/or the Security Trustee by each Chargor notwithstanding the dissolution, bankruptcy, liquidation or other Incapacity or any change in the constitution of such Chargor or in the name or style thereof and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;
- (b) be in addition to, and shall not merge with or otherwise prejudice or affect, any present or future Collateral Instrument, Encumbrance, right or remedy held by or available to the Beneficiaries or any of them and/or the Security Trustee and may be enforced notwithstanding the same; and
- (c) not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Encumbrance, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Beneficiaries or any of them and/or the Security Trustee dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable.

Clause 14.4 of the Debenture provides that any release, discharge or settlement between one or more of the Chargors (including the Company) and the Security Trustee or any of the Beneficiaries shall be conditional upon no security, disposition or payment to the Security Trustee or any of the Beneficiaries by any of the Chargors or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Security Trustee and the Beneficiaries shall be entitled to enforce the Debenture subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Security Trustee shall, if it reasonably determines that there is a material risk of avoidance or invalidation of any security, disposition or payment to the Security Trustee or any of the Beneficiaries by or in respect of the Secured Obligations of any Chargor, be entitled to retain this security with respect to that Chargor (but only that Chargor) after as well as before the payment, discharge or satisfaction of all moneys, obligations and liabilities that are or may become due owing or incurred to the Security Trustee and the Beneficiaries from that Chargor for a period of up to seven months after the payment, discharge or satisfaction of all such moneys, obligations and liabilities, provided that if at any time during the said seven month period a petition shall be presented for an order for the winding-up of that Chargor or for the making of an administration order in respect of that Chargor or that Chargor shall commence to be wound-up voluntarily or any analogous proceedings shall be commenced in respect of that Chargor, the Security Trustee may continue to retain this security with respect to that Chargor (but only that Chargor) and all documents of title relating to, and certificates or other documents representing or evidencing ownership of, the Charged Assets owned by that Chargor (but only that Chargor) or any part thereof deposited with it pursuant to the Debenture for such further period as the Security Trustee may determine and this security shall be deemed to have continued to have been held as security for the

see continuation sheet no. 14 page 4

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Particulars of a mortgage or charge (continued)

14

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

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

"Majority Banks" means, subject to the terms of the Agreement Amongst Lenders, Banks, the aggregate of whose commitments exceeds $66\frac{2}{3}$ per cent. of the total commitments of all the Banks or, if all the commitments have been reduced to Zero, Banks the aggregate of whose Contributions at any relevant time exceeds $66\frac{2}{3}$ per cent. of the Loan;

"Material Principal Agreements" means the Videoway Agreement, the Existing Finance Leases, the Future Finance Leases, the Technical Assistance Agreements, the Mercury Switch Capacity Agreement, the London Interconnect Agreement, the Construction Contracts and the Inter-Connect Agreements (other than the BT Inter-Connect Agreement and the Mercury Inter-Connect Agreement) together with any of the agreements replacing any of the above and any other agreement (other than a Fundamental Principal Agreement) which the Majority Banks reasonably consider to be material to the construction, installation, maintenance, use or operation by the Borrower or any other member of the Restricted Group of the Cable Systems which the Agent, by notice to the Borrower, designates as a Material Principal Agreement;

"Mercury Inter-Connect Agreement" means the marketing and operations agreement constituted by the letter dated 22nd July, 1993 from Mercury Communications Limited to, and countersigned on 23rd July, 1993 by, the Borrower and the annexure to that letter (or, as the case may be, the marketing and operations agreement entered into between any member of the Restricted Group and Mercury Communications Limited as contemplated by that letter);

"Mercury Switch Capacity Agreement" means the switch capacity agreement dated 27th August, 1993 between the Borrower and Mercury Communications Limited;

see continuation sheet no. 15 page 1

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

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Secured Obligations. Notwithstanding anything to the contrary in clause 14.4 of the Debenture, the Security Trustee shall not be entitled to enforce or retain the security created by or pursuant to the Debenture and all documents of title relating to, and certificates or other documents representing or evidencing ownership of, the Charged Assets or any part thereof deposited with it pursuant to the Debenture upon the Secured Obligations then outstanding arising out of the Agreement being fully paid out of the proceeds of a refinancing by a third party, the payment and discharge of the other Secured Obligations and there no longer being any obligation on any Beneficiary to make any of the Secured Obligations available unless the Security Trustee reasonably determines that there is a material risk of avoidance or invalidation of any security, disposition or payment to the Security Trustee or any of the Beneficiaries.

Clause 17.2 of the Debenture provides that the trusts constituted by the Debenture shall remain in full force and effect until whichever is the earlier of:

- (a) the expiration of a period of 80 years from the date of the Debenture; and
- (b) the date on which the Security Trustee (having, at the request of the Borrower identifying the relevant Beneficiaries, used reasonable efforts to obtain such confirmation) receives confirmation in writing from all the Beneficiaries that there is no longer outstanding any Indebtedness which is secured by the Debenture or any Security Document nor are any of the Beneficiaries under an obligation to permit such Indebtedness to be incurred, such confirmation to be promptly provided by the Beneficiaries (and, subject to clause 14.4 of the Debenture, in that event the Security Trustee shall at the request and cost of the Chargors execute such releases from the Debenture that may be reasonably necessary to release the Chargors and the Charged Assets from the Debenture);

and the parties to the Debenture declare that the perpetuity period applicable to the Debenture shall for the purposes of the Perpetuities and Accumulations Act 1964 be the period of 80 years.

Clause 18.2 of the Debenture provides that no failure or delay on the part of the Security Trustee or any of the Beneficiaries to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

Clause 18.7 of the Debenture provides that the Debenture shall remain binding on each Chargor (which includes the Company) notwithstanding any change in the constitution of the Security Trustee or any Beneficiary or the absorption of the Security Trustee or any Beneficiary in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The security granted by the Debenture shall remain valid and effective in all respects in favour of the Security Trustee (and any successor Security Trustee appointed pursuant to clause 12.6 of the Debenture and their respective successors in title) as trustee for the Beneficiaries and any assignee, transferee or other successor in title of a Beneficiary.

see continuation sheet no. 15 page 4

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Particulars of a mortgage or charge (continued)

15

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

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

"Necessary Authorisations" means all approvals, authorisations and licences from, all rights granted by and all filings, registrations and agreements with, any person including, without limitation, any government or other regulatory authority (including, without limitation, the Licences) necessary in order to enable the Borrower and the other members of the Restricted Group to construct, maintain and operate the Cable Systems and to carry on such other business as is carried on by members of the Restricted Group as permitted by the terms of the Agreement;

"Overdraft Bank" means the Bank which from time to time makes available the Overdraft Facility;

"Overdraft Facility" means the Overdraft Facility made available to one or more or all members of the Restricted Group by the Overdraft Bank pursuant to a facility letter on terms not materially worse than the Overdraft Bank's standard terms for a borrower comparable to the Borrower (or, as the case may be, any replacement overdraft facility of up to £10,000,000 from time to time made available by a Bank to one or more or all members of the Restricted Group in substitution for the original or any replacement overdraft facility);

"Parent" means VHP;

"Permitted Existing Encumbrances" means the Encumbrances specified in schedule 8 to the Agreement;

"Portfolio" means the portfolio of securities belonging to the Borrower that are the subject of the Investment Management Agreement dated 12th August, 1994 between the Borrower and Citibank International plc and the original Portfolio Collateral Agreement;

see continuation sheet no. 16 page 1

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

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

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The Subsidiaries of VHP set out in schedule 5 to the Debenture and Part B of schedule 1 to the Agreement are:

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<u>Name</u>	<u>Registered Number</u>	<u>Registered Office</u>
Videotron (Equipment) Limited	2071491	Videotron House 76 Hammersmith Road London W14 8UD
The Company	657093	as above
Videotron	1866504	as above
Southampton and Eastleigh Limited		
Videotron Hampshire Limited	2351070	as above
Videotron No. 2 Limited	2441766	as above
Videotron No. 3 Limited	2441768	as above
Videotron City & Westminster Limited	2809080	as above
Videotron Ealing Limited	1721894	as above
Videotron	2461140	as above
Thamesmead Limited		
Videotron West London Limited	1735664	as above
Videotron Harrow Limited	2459179	as above
Videotron Lambeth and Southwark Limited	2277986	as above
Videotron Greenwich and Lewisham Limited	2254009	as above
Videotron Wandsworth Limited	1866178	as above
Videotron Cable Communications Limited	2351068	as above
Videotron West Side Limited	2469081	as above
B.R. Information Technology (Holdings) Limited	2232662	as above
Lipari Limited	2278497	as above

see continuation sheet no. 16 page 4

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Particulars of a mortgage or charge (continued)

16

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

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inappropriate

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

"Portfolio Collateral Agreement" means the agreement dated 12th August, 1994 between the Borrower and the original Swap Bank (whereby the Borrower charged by way of first fixed charge all of its rights, title and interest in and to the Portfolio to the original Swap Bank as security for the Borrower's obligations under the original Swap Agreement) as amended by an agreement dated 29th March, 1995 and/or a replacement portfolio collateral agreement entered into in relation to any replacement arrangements pursuant to the terms of the Agreement;

"Preference Shares" means the preference shares in VHP at the date of the Agreement;

"Principal Agreements" means the Fundamental Principal Agreements and the Material Principal Agreements;

"Prior Charges" means the Permitted Existing Encumbrances, and any other Encumbrances permitted under clause 12.2(a) of the Agreement that are in existence on the date of the Agreement in their form as at the date of the Debenture (but only to the extent of the principal amount of obligations secured under the terms of the relevant Encumbrance in that form and permitted to be outstanding under the Agreement and not any extension of the amount or maturity of such obligations);

"Properties" means, in relation to a Chargor, the assets of such Chargor described in clause 3.1(a) of the Debenture;

"Qualifying Bank" means a person which is:

see continuation sheet no. 17 page 1

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

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

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The properties set out in schedule 6 to the Debenture are:

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Address	Tenure	Title Number	Lease Details (if applicable)	Charging Company
Land on the south side of 63 Station Road, Willesden	Freehold	NGL638285		the Borrower
Land on south west side of Creek Road, London SE8	Freehold	436498		the Borrower
Land at 24 Vicarage Grove, London SE5 7LW	Freehold	LN204063		the Borrower
Videotron House, 11-29 Belmont Hill, London SE13	Freehold	279230 and SGL10137		the Borrower
Land at the Avenue adjoining 168 Uxbridge Road, Hatch End, Middlesex	Freehold	NGL722758		the Borrower
Public Conveniences, Southwood Road, London SE9	Freehold	TGL102169		the Borrower
Land to the rear of Hightrees House, Nightingale Lane, London SW12	Leasehold	TGL104885	Lease dated 23.11.1994 made between (1) Elitevale Management Limited and Beryl Lawrence and (2) the Borrower	the Borrower
Land at 655 Woolwich Road, London SE7 8SL	Leasehold	TGL93383	Lease dated 14.12.1993 made between (1) Langham Land Limited and (2) the Borrower	the Borrower
Basement Premises at Osprey Heights, The Falcons Estate, Battersea, London SW11	Leasehold	TGL95248	Lease dated 9.12.1993 made between (1) The Falcons Estate (Battersea) Limited and (2) the Borrower	the Borrower
Land lying to the north of Kimber Road, Glenville Mews, London SW18	Leasehold	TGL96503	Lease dated 12.4.1994 made between (1) London Industrial Plc and (2) the Borrower	the Borrower

see continuation sheet no. 17 page 4

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Particulars of a mortgage or charge (continued)

17

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

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

- (i) an authorised institution under the Banking Act 1987 or a person for the time being specified in schedule 2 to the Banking Act 1987 or a European authorised institution under the Banking Co-ordination (Second Council Directive) Regulations 1992 which is entitled to accept deposits in the United Kingdom; and
- (ii) recognised by the United Kingdom Inland Revenue as carrying on a bona fide banking business in the United Kingdom for the purposes of section 349(3) of the Income and Corporation Taxes Act 1988

but so that if either of such Acts or such Regulations is amended or repealed, this definition shall be amended in such manner as the Agent, after consultation with the Borrower, shall reasonably determine to be necessary in order to define persons of the relevant equivalent category;

"Receiver" means any one or more receivers and/or managers or administrative receivers appointed by the Security Trustee pursuant to the Debenture in respect of all or any of the Chargors or over all or any of the Charged Assets;

"Relevant Substance" means (i) any radioactive emissions, (ii) electricity and any electrical or electromagnetic emissions and (iii) any substance whatsoever (whether in a solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) which is capable of causing harm to man or any other living organism supported by the environment (both natural and built), or damaging the environment (both natural and built) or public health or welfare;

see continuation sheet no. 18 page 1

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

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

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Address	Tenure	Title Number	Lease Details (if applicable)	Charging Company
Videotron House, Windsor Plaza, 76 Hammersmith Road, London W14	Leasehold	BGL7849	Lease dated 7.9.1993 made between (1) MGM Estates Limited (2) the Borrower and (3) Lé Groupe Videotron Ltée and Videotron Holdings Limited	the Borrower
Land at the rear of Block T, Peabody Square, Blackfriars Road, London SE1	Leasehold	Unregistered	Lease dated 28.1.1994 made between (1) Governors of Peabody Donation Fund and (2) the Borrower	the Borrower
Land adjoining 46 Twyford Avenue, Acton, London W3	Leasehold	Unregistered	Lease dated 17.5.1994 made between (1) British Gas plc and (2) the Borrower	the Borrower
Land at Council Parks Maintenance Depot, Gladstone Park, London NW2	Leasehold	Unregistered	Lease dated 6.9.1994 made between (1) The Mayor and Burgesses of the London Borough of Brent and (2) the Borrower	the Borrower
Land to the rear of 2A Preston Waye, Preston Road, Kenton, Middlesex	Leasehold	Unregistered	Lease dated 6.9.1994 made between (1) The Mayor and Burgesses of the London Borough of Brent and (2) the Borrower	the Borrower
Land at Lorne Gardens, London W11	Leasehold	Unregistered	Lease dated 18.4.1994 made between (1) Kensington Housing Trust and (2) the Borrower	the Borrower
Room at Chelsea & Westminster Hospital, Fulham Road, London SW10	Leasehold	Unregistered	Lease dated 27.4.1994 made between (1) Chelsea and Westminster Healthcare National Health Service Trust and (2) the Borrower	the Borrower

see continuation sheet no 18 page 4

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Particulars of a mortgage or charge (continued)

18

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

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

"Restricted Group" means the Borrower, the Company, the other Guarantors (other than VHP) and all the other Subsidiaries of VHP other than any such Subsidiaries which the Borrower demonstrates to the reasonable satisfaction of the Agent comply with (i), (ii) and (iii) below (and upon request, the Agent shall promptly confirm whether or not it has been demonstrated to its reasonable satisfaction that a particular Subsidiary complies with (i), (ii) and (iii) below) namely (i) which have no beneficial or legal interest in any part of the business or assets of the Cable Systems, (ii) which have no liability (actual or contingent, present or future) to or from any member of the Restricted Group and (iii) whose creditors have no recourse in respect of the obligations (actual or contingent, present or future) of such company to any member of the Restricted Group;

"Second Beneficiaries" means the Banks, the Agent, the Arranger, the Underwriters, the Security Trustee, the Bond Providers, the Interest Rate Beneficiaries, the Overdraft Bank and the Swap Facility Bank;

"Secured Obligations" means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 of the Debenture;

"Securities" means, in relation to a Chargor, the assets of that Chargor described in clause 3.1(c) of the Debenture;

"Security Documents" means the Debenture, the Boston Inter-Creditor Deed, the Citibank Inter-Creditor Deed, the Deeds of Subordination, the Agreement Amongst Lenders and all other mortgages, charges, guarantees, inter-creditor deeds or agreements and other instruments from time to time entered into in favour of the Agent and/or the Security Trustee and/or the Banks by way of guarantee or other assurance and/or security for or (in the case of inter-creditor deeds or agreements) otherwise in relation to amounts owed to any of the Beneficiaries in respect of any of the Secured Obligations;

"Security Provider" means any person who has entered into or may at any time hereafter enter into a Collateral Instrument;

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

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Address	Tenure	Title Number	Lease Details (if applicable)	Charging Company
Room within Basement Car Park, Lowerwood Court, Westbourne Park Road, London W11	Leasehold	Unregistered	Lease dated 19.7.1994 made between (1) The Mayor and Burgesses of The Royal Borough of Kensington and Chelsea and (2) the Borrower	the Borrower
Site at rear of 73 Derby Road, Eastleigh	Leasehold	Unregistered	Lease dated 18.1.1995 made between (1) Eastleigh Borough Council and (2) the Borrower	the Borrower
Unit K West Quay Road, Southampton	Leasehold	Unregistered	Lease dated 1.9.1994 made between (1) Anthony Gordon-James and (2) the Borrower	the Borrower
Part Unit M, West Quay Road, Southampton	Leasehold	Unregistered	Underlease dated 1.9.1994 made between (1) Anthony Gordon-James and (2) the Borrower	the Borrower
First Floor Offices, Ocean House, West Quay Road, Southampton	Leasehold	Unregistered	Underlease dated 30.8.1994 made between (1) Ocean House (Southampton) Limited and (2) the Borrower	the Borrower
Land at Glen Eyre Reservoir, Bassett	Leasehold	Unregistered	Lease dated 30.9.1994 made between (1) Southern Water Services Limited and (2) the Borrower	the Borrower
Land at Roxeth Green, Avenue, South Harrow	Leasehold	Unregistered	Lease dated 4.11.1993 made between (1) Eastern Electricity plc and (2) the Borrower	the Borrower

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Particulars of a mortgage or charge (continued)

19

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

~~Limited~~

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

"Sky Agreement" means the letter dated 19th November, 1993 written by the Borrower to Sky Television ;

"Sterling" and "£" mean the lawful currency for the time being of the United Kingdom and in respect of all payments to be made under the Agreement in Sterling means immediately available, freely transferable cleared funds;

"Subscriber" means a person who has entered into an agreement with any member of the Restricted Group to be provided with any service by any member of the Restricted Group through the operation of the Cable Systems;

"Subsidiary" means (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and (b) for the purposes of clauses 11.1(i), 11.1(j), 12.1(f), 12.1(g), 12.1(h), 12.1(j) and 13 of the Agreement only, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985;

"Substitute" means any Qualifying Bank to whom any Bank transfers by way of novation all or any part of its rights, benefits and/or obligations under the Agreement and the Agreement Amongst Lenders;

"Supplemental Deed" means a deed supplemental to the Agreement, the Debenture and the Agreement Amongst Lenders executed by, inter alios, a Subsidiary of VHP in the form set out in the Debenture or in such other form as is agreed between the Agent and the Borrower by virtue of which such Subsidiary of VHP becomes bound by the Agreement and the Agreement Amongst Lenders in the capacity of a Guarantor and becomes a Chargor under the terms of the Debenture;

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

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Address	Tenure	Title Number	Lease Details (if applicable)	Charging Company
Part of Basement of Hilton International, Kensington, London W8	Leasehold	Unregistered	Lease dated 21.7.1989 made between (1) Hilton International Hotels (UK) Limited and (2) City Centre Communications Limited	Videotron West London Limited
Parkways, 179-181 The Vale, Acton, London W3	Leasehold	Unregistered	Lease dated 26.10.1988 made between (1) Faith Wood Investments Limited and (2) City Centre Cable Limited	Videotron West London Limited
299-301 Hither Green Lane, London SE13	Leasehold	Unregistered	Lease dated 6.9.1990 made between (1) A.G. Doree & Sons (Merricks of Catford) Limited and (2) Videotron London Limited	the Company
Units K1 and K2 Industrial Centre, Western Avenue, Greenford	Leasehold	Unregistered	Lease dated 12.5.1988 made between (1) MNOPF Trustees Limited and (2) CableTel Communications Limited	Videotron Ealing Limited
Premises on Ground Floor at West Quay Road, Southampton	Leasehold	Unregistered	Underlease dated 3.4.1974	Videotron Hampshire Limited
Part of Ocean House, West Quay Road, Southampton	Leasehold	HP448541	Lease dated 3.5.1990 made between (1) Ocean House (Southampton) Limited (2) Measure Finance Limited and (3) Videotron South Limited	Videotron Hampshire Limited

See continuation sheet no 20 page 4

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Particulars of a mortgage or charge (continued)

20

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

~~Limited~~

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

"Swap Agreement" means a master agreement dated 1st July, 1994, together with two confirmations of swaps each dated 9th November, 1994 governed by that master agreement and made between the original Swap Bank and the Borrower as amended by an agreement dated 29th March, 1995 and/or any replacement swap agreement entered into in relation to any replacement arrangements pursuant to the terms of the Agreement;

"Swap Bank" means Citibank International plc of 336 Strand, London WC2R 1HB and/or any counterparty to any replacement arrangements pursuant to the terms of the Agreement;

"Swap Facility Agreement" means the agreement dated 29th March, 1995 between the original Swap Facility Bank, the Guarantors and the Borrower whereby the original Swap Facility Bank agreed to make available to the Borrower a letter of credit facility of up to a principal amount of £40,000,000 and/or any replacement swap facility agreement entered into in relation to any replacement arrangements pursuant to the terms of the Agreement;

"Swap Facility Bank" means Citibank N.A. of Cottons Centre, Hays Lane, London SE1 2QT and/or such other person who provides any replacement swap facility agreement in relation to any replacement arrangements entered into pursuant to the terms of the Agreement and/or as may become Swap Facility Bank pursuant to the terms of the relevant Swap Facility Agreement;

"Taxes" includes all present and future taxes, levies, imposts, duties, fees or charges of whatever nature together with interest thereon and penalties in respect thereof and "Taxation" shall be construed accordingly;

"Technical Assistance Agreements" means (A) the agreement dated 31st August, 1991 between Videotron Southampton & Eastleigh Limited (then Videotron Corporation Limited) and Videotron Investment (UK) Limited (i) as amended by a first supplemental agreement dated 21st May, 1992 between Videotron

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

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The agreements listed in schedule 9 to the Debenture are:

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- 1 Mercury Inter-Connect Agreement
- 2 BT Inter-Connect Agreement
- 3 Mercury Switch Capacity Agreement
- 4 Master Lease Agreement dated 11th July, 1990 between IBM United Kingdom Financial Services Limited and Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited), Agreement no. 011537/MLA.
- 5 Allstar Master Vehicle Lease Agreement dated 7th May, 1991 between PHH Allstar Limited and Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited)
- 6 Existing Finance Leases

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Particulars of a mortgage or charge (continued)

21

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

~~Limited~~

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inappropriate

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

Southampton and Eastleigh Limited (then Videotron Corporation Limited) and Videotron Investment (UK) Limited, (ii) as novated pursuant to a deed of novation dated 19th April, 1994 between Videotron Investment (UK) Limited, Videotron Southampton and Eastleigh Limited and Videotron Holdings Plc (then Videotron Holdings Limited) and (iii) as amended by a second supplemental agreement dated 6th July, 1994 between Videotron Investment (UK) Limited and Videotron Holdings Plc and (B) the agreement dated 21st May, 1992 between Videotron Southampton & Eastleigh Limited (then Videotron Corporation Limited) and Bell Canada International Management Limited (then Trushelfco (no. 1798) Limited) (i) as amended by a first supplemental agreement dated 21st May, 1992 between Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited) and Bell Canada International Management Limited (then Trushelfco (No. 1798) Limited), (ii) as novated pursuant to a deed of novation dated 19th April, 1994 between Bell Canada International Management Limited, Videotron Southampton and Eastleigh Limited and Videotron Holdings Plc (then Videotron Holdings Limited), (iii) as amended by a second supplemental agreement dated 6th July, 1994 between Bell Canada International Management Limited and Videotron Holdings Plc and (iv) as amended pursuant to a novation and amendment agreement dated 21st July, 1994 between Bell Canada International Management Limited, Bell Cablemedia Plc and Videotron Holdings Plc;

"Telecommunications and Cable Laws" means the Telecommunications Act 1984, the Cable and Broadcasting Act 1984, the Broadcasting Act 1990 and all other laws, statutes, regulations and judgments relating to telecommunications or cable television applicable to any member of the Restricted Group;

"Underwriters" means The Toronto-Dominion Bank, The Bank of Nova Scotia, Canadian Imperial Bank of Commerce, First National Bank of Boston, National Westminster Bank Plc, Samuel Montagu & Co. Limited and Midland Bank plc;

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

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The Permitted Existing Encumbrances set out in schedule 8 to the Agreement are:

Permitted Existing EncumbrancesPlease complete
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Agreement	Date	Parties
Charge/Credit Balance A/c 7752911	30.7.92	1 Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited) 2 National Westminster Bank Plc
Charge/Credit Balance A/c 7752938	30.7.92	1 Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited) 2 National Westminster Bank Plc
Charge/Credit Balance A/c 7847165	16.11.94	1 the Company 2 National Westminster Bank Plc
Charge on Belmont Hill	16.8.93	1 Videotron Corporation Limited 2 Barclays Bank Plc
Charge on Equipment	23.12.91	1 the Company (then Videotron London Limited) 2 Citibank International plc (then Citicorp Investment Bank Limited)
Charges on Equipment of both Videotron West London Limited and Videotron Ealing Limited	23.12.91	1 Videotron West London Limited (then City Centre Communications Limited) 2 Videotron Ealing Limited (then Cabletel Communications Limited) 3 Citibank International plc (then Citicorp Investment Bank Limited)
Charge on Equipment	23.12.91	1 Videotron West London Limited (then City Centre Communications Limited) 2 Citibank International plc (then Citicorp Investment Bank Limited)

see continuation sheet no 22 page 4

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Particulars of a mortgage or charge (continued)

22

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

CHA 116

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bold block lettering

Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

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

"Unrestricted Subsidiary" means a Subsidiary of VHP which is not a member of the Restricted Group;

"VCL Hedging Arrangements" means the original Swap Agreement, the original Swap Facility Agreement, the original Letter of Credit, the original Cash Collateral Agreement and the original Portfolio Collateral Agreement and/or any replacement arrangements entered into pursuant to the terms of the Agreement;

"VCL Shareholder" means (i) any person (not being a member of the Restricted Group) who at any time has a direct beneficial and/or legal interest in any of the share capital of any member of the Restricted Group and (ii) any person or persons who at any time hold the legal interest in all or part of such share capital as nominee on behalf of such person;

"VHP" means Videotron Holdings Plc (No. 02719474) whose registered office is at Videotron House, 76 Hammersmith Road, London W14 8UD;

"VHP Loans" means loans made available by VHP to the Borrower and which are the subject of a Deed of Subordination entered into by VHP;

"Videotron IPO" means the offer of American Depositary Receipts evidencing new ordinary shares of VHP and the quotation of such ordinary shares on the NASDAQ National Market System; and

"Videoway Agreement" means the agreement made between Videoway Services International B.V. and the Borrower dated 27th March, 1995.

see continuation sheet no. 23 page 1

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

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Agreement	Date	Parties
Charges on Equipment of Videotron West London Limited and Videotron Ealing Limited	5.10.92	1 Videotron Ealing Limited 2 Videotron West London Limited 3 Citibank International plc (then Citicorp Investment Bank Limited)
Charge on Equipment	5.10.92	1 the Company 2 Citibank International plc (then Citicorp Investment Bank Limited)
Charge on Cash A/c 2218337 (Contract No. 716266)	30.12.91	1 Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited) 2 Bank of Boston Limited
Charge on Equipment	30.12.91	1 Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited) 2 Bank of Boston Limited (for itself and as agent for Boston Leasing Limited)
Charge on Cash A/c 2218337 (Contract No. 716267)	30.12.91	1 Videotron Southampton and Eastleigh Limited (then Videotron Corporation Limited) 2 Boston Leasing Limited
Charge on Equipment	5.10.92	1 Videotron West London Limited 2 Citibank International plc (then Citibank Investment Bank Limited)
Portfolio Collateral Agreement	12.8.94	1 Videotron Corporation Limited 2 Citibank International plc
Charge on Cash A/c 8000661449	12.8.94	1 Videotron Corporation Limited 2 Citibank International plc

see continuation sheet no 23
page 4

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Particulars of a mortgage or charge (continued)

23

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

~~Limited~~

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inappropriate

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

Clause 1.2 of the Debenture provides that the expressions "Security Trustee", "Banks", "Borrower", "First Beneficiary", "Second Beneficiaries", "Bond Providers", "Interest Rate Beneficiaries", "Agent", "Arranger", "Underwriters", "Guarantors", "Restricted Group", "Parent", "Beneficiaries", "Security Provider", "Overdraft Bank", "Swap Facility Bank" and "Chargor" include, where the context admits, their respective successors, permitted assigns and, in the case of the Banks, their permitted Substitutes and, in the case of the Security Trustee, such other person as may from time to time be appointed as Security Trustee for the Beneficiaries pursuant to clause 12.6 of the Debenture and, in the case of the Agent, such other person as may be appointed as Agent pursuant to clause 19.11 of the Agreement.

Clause 1.5 of the Debenture provides that in the Debenture, unless the context otherwise requires:

- (a) references to clauses and the schedules are to be construed as references to the clauses of, and the schedules to, the Debenture and references to the Debenture include its schedules;
- (b) reference to (or to any specified provision of) the Debenture or any other document shall be construed as references to the Debenture, that provision or that document as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of the Debenture or the relevant document or otherwise, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Agent, the Security Trustee, all of the Banks or the Majority Banks and/or any other Beneficiary (as the case may be);

see continuation sheet no. 24 page 1

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

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

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Agreement	Date	Parties
Charge on fixed plant and machinery	30.12.91	1 Videotron Hampshire Limited (then known as Videotron South Limited) in favour of 2 Videotron Southampton and Eastleigh Limited (then known as Videotron Corporation Limited)

see continuation sheet no 24 page 4

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Particulars of a mortgage or charge (continued)

24

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

CHA 116

Please complete
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in black type, or
bold block lettering

Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

~~limited~~

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inappropriate

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

- (c) references to a "regulation" include any present or future regulation, rule, directive, requirement, request or guideline (whether or not having the force of law but, if not having the force of law, only if compliance is in accordance with the general practice of persons to whom the relevant regulation, rule, directive, requirement, request or guideline is intended to apply) of any agency, authority, central bank or government department or any self-regulatory or other national or supra-national authority;
- (d) words importing the plural shall include the singular and vice versa;
- (e) references to a time of day are to London time;
- (f) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- (g) references to a "guarantee" include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any Indebtedness and "guaranteed" shall be construed accordingly; and
- (h) references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended.

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

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The Earnings Accounts set out in schedule 9 to the Agreement are:

The Earnings AccountsPlease complete
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COMPANY	BANK	ACCOUNT NO.
the Company	Barclays Bank Plc, Southampton City Group of Branches, PO Box No. 2, Barclays House, Ocean Way, Ocean Village, Southampton SO14 2SB	40926639
the Company	National Westminster Bank Plc, 80 Lewisham High Street, London SE13 5JJ	36218812
the Company	Barclays Bank Plc, Southampton City Group of Branches, PO Box No. 2, Barclays House, Ocean Way, Ocean Village, Southampton SO14 2SB	90926620
the Company (formerly known as Videotron London Limited)	National Westminster Bank Plc, 1-7 Powis Street, Woolwich, London SE18 6LE	16072235
the Company	Girobank Plc, Lyndon House, 62 Hagley Road, Birmingham B16 8PE	5572606
the Company (formerly known as Videotron (London) Limited)	Girobank Plc, Lyndon House, 62 Hagley Road, Birmingham B16 8PE	5086256
Videotron West London Limited	National Westminster Bank Plc, 80 Lewisham High Street, London SE13 5JJ	36218790

see continuation sheet no 25 page 4

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

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

25

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

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

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

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

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COMPANY	BANK	ACCOUNT NO.
Videotron West London Limited	National Westminster Bank Plc, 169 Victoria Street, London SW1E 5BT	01002163
Videotron West London Limited	National Westminster Bank Plc, 169 Victoria Street, London SW1E 5BT	01011936
Videotron West London Limited (formerly known as City Centre Communications Limited and formerly trading as West Side Cable)	Girobank Plc, Bootle, Merseyside GIR 0AA	5577756
Videotron Ealing Limited (formerly known as Cabletel Communications Limited)	National Westminster Bank Plc, PO Box No. 4, 250 Regent Street, London W1A 4RY	08202621
Videotron Ealing Limited (formerly known as Cabletel Communications Limited)	Girobank Plc, Lyndon House, 62 Hagley Road, Birmingham B16 8PE	5041007
the Company	Barclays Bank Plc, Southampton City Group of Branches, PO Box No. 2, Barclays House, Ocean Way, Ocean Village, Southampton SO14 2SB	50847550
Videotron Holdings Plc	County NatWest Investment, c/o Emma Ridout, 43/44 Crutched Friars, London EC3N 2NX	Treasury
Videotron Holdings Plc	Citibank, Citibank House, PO Box 78 336 Strand, London WC2R 1HB	Treasury
Videotron Hampshire Limited (formerly known as Videotron South Limited)	National Westminster Bank Plc, 27 South Street, Worthing, West Sussex BN11 3AR	73852325

See continuation sheet no 26 page 4

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Particulars of a mortgage or charge (continued)

26

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

~~Limited~~

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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)

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

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COMPANY	BANK	ACCOUNT NO.
Videotron Hampshire Limited (formerly known as Videotron South Limited)	Girobank Plc, Lyndon House, 62 Hagley Road, Birmingham B16 8PE	3577201
Videotron Hampshire Limited	Barclays Bank Plc, Southampton City Group of Branches, PO Box No. 2, Barclays House, Ocean Way, Ocean Village, Southampton SO14 2SB	00926744
Videotron Hampshire Limited	Barclays Bank Plc, Southampton City Group of Branches, PO Box No. 2, Barclays House, Ocean Way, Ocean Village, Southampton SO14 2SB	50926701
Videotron Corporation Limited	Barclays Bank Plc Southampton City Group of Branches P.O. Box No. 2 Barclays House Ocean Way, Ocean Village Southampton SO14 2SB	00847585
Videotron Corporation Limited	Barclays Bank Plc Southampton City Group of Branches P.O. Box No. 2 Barclays House Ocean Way, Ocean Village Southampton SO14 2SB	20847607
Videotron Corporation Limited	National Westminster Bank Plc 80 Lewisham High Street London SE13 5JJ	42328699
Videotron Corporation Limited	Barclays Bank Plc P.O. Box 69 114 Fenchurch Street London EC3P 3HY	50924709

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Particulars of a mortgage or charge (continued)

27

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited*

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

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

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

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COMPANY	BANK	ACCOUNT NO.
Videotron Corporation Limited	Barclays Bank Plc P.O. Box 69 114 Fenchurch Street London EC3P 3HY	50924741
Videotron Corporation Limited	Barclays Bank Plc Southampton City Group of Branches P.O. Box No. 2 Barclays House Ocean Way, Ocean Village Southampton SO14 2SB	00847577
Videotron Corporation Limited	National Westminster Bank Plc 80 Lewisham High Street London SE13 5JJ	36218006
Videotron Corporation Limited	National Westminster Bank Plc 80 Lewisham High Street London SE13 5JJ	36218014

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

28

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited

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

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

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The Licences set out in schedule 10 to the Agreement are;

The LicencesTelecommunications Act 1984 Licences:

Licence Holder	Licence No.	Licence Area	Date of Grant
the Company	3/545/1/140	Wandsworth	01.05.90
Videotron Thamesmead Limited	3/857/1/134	Thamesmead	06.06.91
Videotron West London Limited	3/262/1/139	Kensington & Chelsea	03.05.88
the Company	3/544/1/141	Lambeth & Southwark	01.05.90
Videotron Hampshire Limited	3/849/1/123	Winchester	22.04.91
Videotron Harrow Limited	3/787/1/134	Harrow	09.01.91
the Company	3/515/1/141	Greenwich & Lewisham	15.03.90
Videotron Southampton & Eastleigh Limited	3/360/1/141	Southampton & Eastleigh	23.01.89
Videotron Ealing Limited	3/25/1/128	Ealing	24.09.85
Videotron West London Limited	3/641/1/141	North West London	31.08.90
Videotron City & Westminster Limited		City of London & City of Westminster	03.03.94

Cable & Broadcasting Act 1984 cable franchise system licences:

Licence Holder	Licence No.	Licence Area	Date of Grant
Videotron Wandsworth Limited	PDSL 094	Wandsworth	03.12.90
Videotron Thamesmead Limited	PDSL 088	Thamesmead	03.12.90
Videotron West London Limited	PDSL 014	Kensington & Chelsea	11.01.89

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

29

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

Limited*

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

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

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Licence Holder	Licence No.	Licence Area	Date of Grant
Videotron Lambeth & Southwark Limited	PDSL 095	Lambeth & Southwark	03.12.90
Videotron Hampshire Limited	PDSL 072	Winchester	03.12.90
Videotron Harrow Limited	PDSL 083	Harrow	03.12.90
Videotron Greenwich & Lewisham Limited	PDSL 029	Greenwich & Lewisham	29.08.90
Videotron Southampton & Eastleigh Limited	PDSL 015	Southampton & Eastleigh	01.10.89
Videotron Ealing Ltd.	PDSL 005	Ealing	14.12.84
Videotron West London Limited	PDSL 103	North West London	03.12.90

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

30

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

CHA 116

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Company Number

657093

Name of Company

VIDEOTRON SOUTH LONDON LIMITED

~~Limited~~*

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

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

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Clause 19.11 of the Agreement provides that

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- (a) the Agent may retire from its appointment as Agent under the Agreement having given to the Borrower and each of the Banks not less than 30 days' notice of its intention to do so, provided that no such retirement shall take effect unless there has been appointed by the Banks as a successor agent:
- (i) a Bank nominated by the Majority Banks after consultation with the Borrower or, failing such a nomination,
 - (ii) any reputable and experienced bank or financial institution with offices in London nominated by the Agent after consultation with the Borrower.
- (b) All of the Banks (other than the Agent, in its capacity as a Bank) may, having given to the Borrower and the Agent not less than 30 days notice of the intention to do so, remove the Agent from its appointment as such under the Agreement. The removal shall automatically be of effect on expiry of the notice save, where the Banks (other than the Agent, in its capacity as a Bank) shall have failed to appoint a successor agent falling within the requirements of clauses 19.11(a)(i) or (ii) of the Agreement, in which case the removal shall be deferred until such appointment is made. The Banks (other than the Agent, in its capacity as a Bank) shall immediately notify the Agent and the Borrower in writing on their making such appointment.
- (b) Upon any such successor as aforesaid being appointed, the retiring Agent shall be discharged from any further obligations under the Agreement and its successor and each of the other parties to the Agreement shall have the same rights and obligations among themselves as they would have had if such successor had been a party to the Agreement in place of the retiring Agent.

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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. 00657093

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 29th MARCH 1995 AND CREATED BY VIDEOTRON SOUTH LONDON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO THE TORONTO - DOMINION BANK (IN ITS CAPACITY AS SECURITY TRUSTEE FOR THE BENEFICIARIES) UNDER THE TERMS OF THE AGREEMENT DATED 29th MARCH 1995, THE DEBENTURE AND/OR THE "COLLATERAL INSTRUMENTS" (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th APRIL 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th APRIL 1995.

P. Jones
P. JONES

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B