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CHFP025

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in black type, or
bold block lettering

* Insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

17

1745542

204013 / 750

Name of company

Windsor Television Limited a company incorporated and existing under the laws of England and
Wales (the "Chargor")

Date of creation of the charge

21 December 2004

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

A composite debenture (the "Debenture") dated 21 December 2004 entered into between, amongst
others, the Chargor and Barclays Bank PLC, as security trustee, (the "Security Trustee").

Amount secured by the mortgage or charge

The Security Trustee Indebtedness, the Senior Indebtedness, the Hedge Counterparty Indebtedness,
the Lessor Debt and the Second Lien Indebtedness (together, the "Secured Obligations").

(In this Form 395, unless otherwise defined, the terms used have the meaning given thereto in
Schedule 1 on the Continuation Sheet)

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

Barclays Bank PLC (as security trustee for the Beneficiaries) 5, The North Colonnade, Canary Wharf,
London

Postcode E14 4BB

Presentor's name address and
reference (if any):
White & Case
5 Old Broad Street
London EC2N 1DW

Our ref: KAS 4414185-0003

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Schedule 2

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

White & Gore

Date 21 December 2004

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

On behalf of chargee[†]

NOTES

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:

Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

Continuation Sheet

Definitions

"Agent" has the meaning ascribed to it in the Debenture.

"Agreements" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Beneficiaries" means the First Beneficiary, the Second Beneficiaries, the Third Beneficiaries and the Fourth Beneficiaries.

"Borrowers" means together, Telewest Communications Networks Limited and, upon its accession in accordance with clause 25.1 of the Senior Facilities Agreement, Telewest Global Finance LLC, and **"Borrower"** means either of them as the context may require.

"Business Day" has the meaning ascribed to it in the Senior Facilities Agreement.

"Charged Assets" means all the undertaking, goodwill, property, assets and rights of the Chargor described in clauses 3.1, 3.2 and 3.4 of the Debenture.

"Closing Date" has the meaning ascribed to it in the Senior Facilities Agreement.

"Encumbrance" has the meaning ascribed to it in the Senior Facilities Agreement.

"Enforcement Date" means the date on which, following the occurrence of an Event of Default that is continuing, any of the Agents or the Security Trustee notifies Telewest Communications Networks Limited or the Chargor of the occurrence of that Event of Default, or takes, under any one or more of the Finance Documents, any of the steps it is entitled to take by reason of the occurrence of such Event of Default.

"English Charged Land" means, in respect of the Chargor, the English Real Property specified in part I of schedule 5 to the Debenture.

"English Real Property" means, at any time and in respect of the Chargor, freehold or leasehold property in England and Wales in which the Chargor has an interest, including all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon (excluding, for the avoidance of doubt, the Prior Charged Land).

"Event of Default" means each of:

- (a) an Event of Default as defined in the Senior Facilities Agreement;
- (b) an Event of Default as defined in the Second Lien Facility Agreement;
- (c) an event of default or termination event (however described) under any Hedge Agreement; and
- (d) a default (meaning that a sum has not been paid within three Business Days of the due date and remains outstanding) in respect of the Lessor Debt.

"Existing Hedge Counterparties" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Existing Hedge Counterparty Indebtedness" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Existing Lease Parties" has the meaning ascribed to it in the Senior Facilities Agreement.

"Finance Documents" has the meaning ascribed to it in the Senior Facilities Agreement.

"Finance Parties" has the meaning ascribed to it in the Debenture.

"First Beneficiary" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Fixtures" means, in relation to any Real Property, all fixtures and fittings (including trade fixtures and fittings) and fixed

plant, machinery and equipment and other items attached to the relevant Real Property whether or not constituting a fixture at law.

"Fourth Beneficiaries" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Group" has the meaning ascribed to it in the Senior Facilities Agreement.

"Hedge Agreement" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Hedge Counterparty Indebtedness" means the Existing Hedge Counterparty Indebtedness and the New Hedge Counterparty Indebtedness.

"Indebtedness" has the meaning ascribed to it in the Senior Facilities Agreement.

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

"Integrated Merger Event" has the meaning ascribed to it in the Senior Facilities Agreement.

"Intellectual Property Rights" means all patents, trade marks, service marks, designs, design rights, utility models, business names, topographical or similar rights, copyrights, moral rights, database rights, rights in inventions, computer software, know-how, trade secrets and confidential information and other intellectual property rights and any interests (including by way of licence) subsisting anywhere in the world in any of the foregoing (in each case whether registered or not and including all applications for the same) owned by the Chargor;

"Investments" means the Shares (but excluding any Shares of Telewest Communications Networks Limited in Telewest Global Finance LLC to the extent that such Shares are subject to a valid and binding US Share Pledge) and any other stocks, debentures, bonds, warrants and other securities of any kind whatsoever and any units in Unit Trust Schemes.

"Lease Documents" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Lessee" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Lessor" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Lessor Debt" means all Indebtedness of the Lessees to the Lessors (or any of them) under the Lease Documents

"New Hedge Counterparty Indebtedness" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Notice of Assignment" has the meaning ascribed to it in the Debenture.

"Obligors" has the meaning ascribed to it in the Senior Facilities Agreement.

"Original Charging Partnerships" has the meaning ascribed to it in the Debenture.

"Permitted Encumbrances" means any Encumbrance permitted under clause 24.2 of the Senior Facilities Agreement and clause 19.2 of the Second Lien Facility Agreement.

"Pledge and Security Agreement" has the meaning ascribed to it in the Debenture.

"Principal Intercreditor Deed" means the intercreditor deed dated on or about the Closing Date between the Obligors, the Finance Parties, the Second Lien Finance Parties, the Existing Hedge Counterparties, the Existing Lease Parties certain other members of the Group and others as the same may be amended, varied, supplemented, novated or restated from time to time.

"Prior Charged Land" means all interests the subject of the security created by each of the legal charges listed as Prior Charges in items (B) to (G) (inclusive) of schedule 3 to the Debenture.

"Prior Charges" means the existing Permitted Encumbrances, particulars of which are set out in schedule 3 to the Debenture (but only to the extent therein specified).

"Real Property" means the English Real Property and the Scottish Heritable Property and any other land, buildings or erections anywhere in the world and any estate or interest therein and any reference to Real Property includes all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from

time to time therein or thereon.

"Related Rights" means, in relation to any Investment of the Chargor:

- (a) any proceeds of and any right or option to receive any dividend, distribution, interest or other income paid or payable in relation to any such Investment; and
- (b) any right or option to receive, call for delivery of or otherwise acquire any stocks, shares, debentures, bonds, loan stocks, warrants, securities, monies or other property of any kind, accruing or offered at any time or deriving therefrom, whether in addition to or in substitution for such Investment,

but excluding partnership interests in the Original Charging Partnerships that are organised in the United States of America to the extent that such interests are subject to a valid and binding Pledge and Security Agreement.

"Scottish Charged Land" means, in respect of the Chargor, the Scottish Heritable Property specified in part II of schedule 5 to the Debenture.

"Scottish Heritable Property" means, at any time and in respect of the Chargor, any heritable or leasehold property in Scotland in which the Chargor has an interest, including all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings, erections and Fixtures from time to time therein or thereon.

"Second Beneficiaries" has the meaning ascribed to it in the Principal Intercreditor Deed;

"Second Lien Agent" means Barclays Bank PLC as agent under the Second Lien Facility Agreement.

"Second Lien Documents" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Second Lien Facility Agreement" means second lien facility agreement dated on or about the Closing Date and made between the Second Lien Agent, the Security Trustee, the Second Lien Lenders, the Mandated Lead Arrangers (as defined therein) and the Borrower.

"Second Lien Finance Parties" means the Second Lien Agent and the Second Lien Lenders.

"Second Lien Indebtedness" means all Indebtedness covenanted to be paid or discharged by all or any of the Chargors (as defined in the Principal Intercreditor Deed) to all or any of the Second Lien Finance Parties under the Second Lien Documents.

"Second Lien Lenders" means each of the parties identified as lenders in the Second Lien Facility Agreement.

"Security Documents" has the meaning ascribed to it in the Senior Facilities Agreement.

"Security Trustee Indebtedness" means the amounts payable to the Security Trustee to the extent only of the amounts payable to it in its capacity as such (for its own account) pursuant to the Agreements or any of the Security Documents.

"Senior Documents" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Senior Facilities Agreement" means the senior facilities agreement dated on or about Closing Date between Telewest UK Limited, Telewest Communications Networks Limited, Barclays Capital, BNP Paribas, Citigroup Global Markets Limited, Credit Suisse First Boston, Deutsche Bank AG London, GE Capital Structured Finance Group Limited and The Royal Bank of Scotland plc as mandated lead arrangers, Barclays Bank PLC as senior agent and US paying agent, GE Capital Structured Finance Group Limited as administrative agent, the Security Trustee, the persons named therein as senior lenders and others.

"Senior Facility Agent" means Barclays Bank PLC in its capacity as agent and US paying agent under the Senior Facilities Agreement.

"Senior Finance Parties" means means the Senior Facility Agent, the Mandated Lead Arrangers (as defined in the Senior Facilities Agreement), the Administrative Agent (as defined in the Senior Facilities Agreement), the Security Trustee, the Senior TCN Group Lenders and, if applicable from an after the occurrence of an Integrated Merger Event, the Target Finance Parties, collectively

"Senior Indebtedness" means all indebtedness covenanted to be paid or discharged by all or any of the Chargors (as defined in the Principal Intercreditor Deed) to all or any of the Senior Finance Parties under the Senior Documents.

"Senior TCN Group Lenders" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Shares" has the meaning ascribed to it in the Debenture.

"Standard Security" means a standard security in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 substantially in the form set out in schedule 7 to the Debenture.

"Target Finance Parties" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Third Beneficiaries" has the meaning ascribed to it in the Principal Intercreditor Deed.

"Unit Trust Scheme" has the meaning set out in Section 237(2) of the Financial Services and Markets Act 2000.

"US Share Pledge" has the meaning ascribed to it in the Debenture.

SCHEDULE 2

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

1. Property Charged

1. The Chargor with full title guarantee and as continuing security for the payment, discharge and performance of the Secured Obligations, has charged in favour of the Security Trustee to hold the same on trust for the beneficiaries on the terms set out in the Principal Intercreditor Deed:
 - (a) by way of first legal mortgage, all of the English Charged Land and all other Real Property now vested in the Chargor and the proceeds of sale of all or any part thereof;
 - (b) by way of first fixed charge (but in the case of paragraphs (c) and (d) only if and to the extent the rights in question have not been effectively assigned pursuant to clause 3.2 of the Debenture or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice of Assignment):
 - (i) to the extent not effectively charged pursuant to clause 3.1.1 of the Debenture, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licenses) vested in, or acquired by, it now or after the date of the Debenture and the proceeds of sale of all or any part thereof;
 - (ii) to the extent not effectively charged pursuant to clauses 3.1.1 or 3.1.2(a) of the Debenture, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock-in-trade or work in progress) now or in the future owned by the Chargor or (to the extent of such interest) in which the Chargor has an interest and the benefit of all contracts and warranties relating to the same;
 - (iii) all Investments and all Related Rights now or in the future beneficially and/or legally owned by the Chargor;
 - (iv) all of its rights, title, interests and benefits in, to or in respect of the Insurances and all claims (and proceeds) and returns of premiums to which the Chargor is now or may at any future time become entitled;
 - (v) any interest, claim or entitlement of the Chargor in, to or in respect of any pension fund;
 - (vi) all the present and future goodwill of the Chargor (including all brand names not otherwise subject to a fixed charge or assignment under the Debenture);
 - (viii) all of its rights, title, interests and benefits in, to or in respect of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the business of the Chargor or the use of any asset of the Chargor and the right to recover and receive all compensation which may at any time become payable to it in respect of any such licence;
 - (ix) all its present and future uncalled capital; and
 - (x) all its present and future patents, registered trade marks and registered designs (if any) including applications for any of the same in any part of the world; and
 - (c) by way of second fixed charge, all of the Prior Charged Land.
2. Subject to clause 3.3 of the Debenture, the Chargor with full title guarantee hereby assigns absolutely by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee:
 - (a) all its present and future rights, title, benefit and interests under and in respect of the Intercompany Indebtedness and any other amounts payable in respect thereof, including under any other loan agreements from time to time entered into by the Chargor;
 - (b) all of its rights, title, interests and benefits in, to or in respect of the Insurances (including all proceeds) and all claims and returns of premiums in respect thereof to which the Chargor is now or may at any future time become entitled; and

to the extent not charged under the provisions of clause 3.1.2 of the Debenture all of its present and future Intellectual

Property Rights.

3. The Chargor with full title guarantee (or, in relation to rights or assets situated in or governed by the law of Scotland, with absolute warrandice) has charged to the Security Trustee by way of first floating charge and 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, other than any property or assets from time to time effectively charged by way of fixed charge or assigned pursuant to clauses 3.1 and 3.2 of the Debenture and including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland, provided that, for the avoidance of doubt, the floating charge shall not attach to any plant or machinery, or any interest therein, which is the subject of a lease where the title thereto vests in the relevant lessor and not the Chargor.
4. The Chargor, as security for the payment and discharge of the Secured Obligations hereby undertakes and binds and obliges itself forthwith to execute and deliver to the Security Trustee a Standard Security over its right, title and interest in the Scottish Charged Land owned by it at the date of the Debenture.

2. Further Assurance

The Chargor shall at any time if and when required by the Security Trustee 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 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, on or after the Enforcement Date, to facilitate the realisation of the same.

3. Negative Pledge

The Chargor warrants that it has not taken or received, and undertakes that until all the Secured Obligations have been paid or discharged in full it will not, without the consent in writing of the Security Trustee, take or receive any security from any other person in respect of its obligations under the Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01745542

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 21st DECEMBER 2004 AND CREATED BY WINDSOR TELEVISION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC (AS SECURITY TRUSTEE FOR THE BENEFICIARIES) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 2005.

WPR



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES