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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

00400122/10

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

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

To the Registrar of Companies

For official use

Company number

15

1745542

Name of company

* Windsor Television Limited (the "Company")

* insert full name
of company

Date of creation of the charge

14 July 2004

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

New Composite Guarantee and Debenture (the "Debenture")

Amount secured by the mortgage or charge

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

MJE/351/AA43232/BC#4109254-v1

Time critical reference

For official Use
Mortgage Section

Post room



LD4
COMPANIES HOUSE

0225
22/07/04

Norton Rose

Amount secured by the mortgage or charge

All moneys, obligations and liabilities from time to time due, owing or incurred under or pursuant to:

a) a loan agreement dated 16 March 2001 and made between Telewest Communications Networks Limited ("TCN") and Telewest Finance Corporation as borrowers, certain subsidiaries and associated partnerships of TCN (together with TCN, the "TCN Entities"), the banks and financial institutions listed therein as lead arrangers (the "Lead Arrangers"), the banks and financial institutions listed therein as lenders (the "Lenders"), CIBC World Markets plc and Canadian Imperial Bank of Commerce as the agents and CIBC World Markets plc as security trustee as such agreement may from time to time be amended, varied, extended, restated or replaced by any means including but not limited to a supplemental deed dated on or about the date of the Debenture (the "Loan Agreement");

b) an intercreditor deed dated 16 March 2001 (as amended and restated pursuant to a supplemental deed dated on or about the date of the Debenture) and made between TCN (1), Telewest Communications plc (2), Telewest Global, Inc. (3), Telewest UK Limited (4), the companies listed therein as charging subsidiaries (5), the partnerships listed therein as charging partnerships (6), Flextech Limited, Fleximedia Limited and Telewest Communications Holdco Limited (7), CIBC World Markets plc as the existing security trustee (the "Existing Security Trustee") (8), CIBC World Markets plc as new security trustee (the "New Security Trustee") (9), the Lead Arrangers (10), CIBC World Markets plc as agent (the "Agent") (11), the Lenders (12), Lloyds (Nimrod) Specialist Finance Limited, Leckhampton Finance Limited and Lombard Commercial Limited as lessors (the "Lessors") (13), The Cable Corporation Limited ("TCC") and The Yorkshire Cable Group Limited ("YCG") as lessees (the "Lessees") (14), the banks and financial institutions set out therein as original hedge counterparties (the "Original Hedge Counterparties") (15), Crosby Sterling Limited ("Crosby") (16), Lloyds TSB Leasing Limited as agent for the Lessors (17) and the banks and financial institutions listed therein as original new hedge counterparties (the "Original New Hedge Counterparties") (18) (the "Intercreditor Deed");

c) the Debenture;

d) any other document entered into by way of guarantee or other assurance of and/or security for amounts owed to the Agent, the Lead Arrangers, the Lenders, the Existing Security Trustee, the New Security Trustee, the Lessors, the Original Hedge Counterparties and the Original New Hedge Counterparties (together the "New Beneficiaries") or any of them (together with the Loan Agreement, the Intercreditor Deed and the Debenture, the "Finance Documents");

e) any interest rate or currency protection arrangements from time to time entered into which hedge the interest rate or currency exposure of TCN under the Loan Agreement and/or which are entered into pursuant to settlement deeds between TCN and each of JP Morgan Chase Bank, Credit Agricole Indosuez, The Royal Bank of Scotland plc and The Bank of New York;

f)

i) the three ten year lease agreements and the three twelve year lease agreements each dated 24 December 1996 and made between YCG and each Lessor;

ii) the ten year lease agreement and the twelve year lease agreement each dated 26 February

Amount secured by the mortgage or charge

1996 and made between TCC and Natwest Specialist Finance Limited (as amended); and

iii) any other documents entered into by the Lessees in relation to the leases in (i) and (ii) above; and

g) the option agreement dated 25 May 1995 between General Cable Limited (1), Crosby (2), and Robert Fleming & Co Limited (3) (as subsequently amended pursuant to an agreement dated 31 December 1997).

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

CIBC World Markets plc, Cottons Centre, Cottons Lane, London SE1 2QL in its capacity as New Security Trustee for the New Beneficiaries (as such terms are defined in paragraphs (b) and (d) above).

Short particulars of all the property mortgaged or charged

1. The Debenture charges all of the present and future assets of the Company.
2. The Debenture creates a first equitable charge over the stocks, shares and any other interests of TCN in Front Row Television Ltd, any TCN Entity (other than interests in partnerships formed in the United States of America which are the subject of valid and binding pledge and security agreements in favour of the Existing Security Trustee) or any Joint Venture (as defined in paragraph 3(a) below).
3. It also assigns absolutely its present and future rights in, title to and benefit and interest in:
 - (a) any loan stock issued by UK Channel Management Limited, UK Gold Holdings Limited, UKTV New Ventures Limited or any other joint ventures between the British Broadcasting Corporation (or its affiliates) and TCN or a member of TCN's group (the "Joint Ventures");
 - (b) all amounts payable to the Company arising under management services agreements between:
 - (i) Flextech Television Limited and UK Channel Management Limited; and
 - (ii) Flextech Television Limited (1), Flextech Limited (2), UK Gold Holdings Limited (3) and UK Gold Broadcasting Limited (4); and
 - (c) amounts payable to the Company under any subscription and shareholders agreements entered into in relation to any Joint Venture.
4. The Debenture also creates a first floating charge over all other present and future assets of the Company. 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 vests in the relevant lessor and not the Company.
5. The Loan Agreement contains a covenant by the Company that it will not, without the prior written consent of the Agent, permit any security interest of any kind over any of its present or

Short particulars of all the property mortgaged or charged

future assets (except for the permitted security interests described in paragraph 6 below) to subsist, arise or be created or extended over all or any part of its present or future undertakings, assets, rights or revenues to secure or prefer in favour of any other person.

6. The following are permitted security interests:

- a) any security interest arising under the Finance Documents;
- b) any security interest arising in the ordinary course of business by operation of law;
- c) any security interest, subject to certain limitations and restrictions set out in the Loan Agreement, arising from a finance lease, or from a financing arrangement provided or arranged by a supplier of assets and/or related services to TCN or a member of TCN's group (the "Vendor Financing Arrangements") provided that such security interest is limited to the assets which are the subject of the relevant finance lease or Vendor Financing Arrangement;
- d) any security interest in favour of Barclays Bank plc ("Barclays"), National Westminster Bank plc, or The Royal Bank of Scotland plc (or any of their successors and substitutes) (together the "Facility C Lenders") incurred as a result of a Facility C Lender pooling balances of TCN or a member of TCN's group into one ancillary facility account in TCN's name;
- e) any rights of set-off arising in the normal course of business;
- f) any retention of title of goods supplied to the Company where such retention is agreed in the ordinary course of its trading activities on customary terms provided that the purchase price relating to such goods is required to be paid within 150 days;
- g) any security interest (a "New Security Interest") created in substitution for any of the following security interests that are granted by another TCN Entity (provided that such New Security Interest relates to the same assets and secures the same (or a lesser) amount of money and that the Company enters into a priorities agreement with the Agent and Lenders):
 - (i) a mortgage of deposited money dated 21 January 1994 and a deed of variation and further charge dated 26 June 1995 granted by Telewest Communications (South East) Limited to Electricity Supply Nominees Limited;
 - (ii) legal charges dated (a) 24 December 1996 granted over 1 Chippingham Street, Sheffield and (b) 12 November 1999 granted over leasehold property known as 1.62 acres of land at Sheffield Technology Park, Chippingham Street, each granted by Sheffield Cable Communications Limited in favour of Barclays;
 - (iii) legal charge dated 16 June 1992 granted over Units 8, 9, 10 and adjoining land, Mayfair Business Park, Sticker Lane, Bradford, granted by Yorkshire Cable Communications Limited ("YCC") in favour of Barclays;
 - (iv) legal charge dated 24 December 1996 granted over Units 4 and 5, Mayfair Business Park, Broad Lane, Bradford granted by YCC in favour of Barclays;
 - (v) legal charge dated 24 December 1996 granted over Units 8, 9, 10 and adjoining land,

Short particulars of all the property mortgaged or charged

Mayfair Business Park, Broad Lane, Bradford granted by YCC in favour of Barclays;

(vi) legal charge dated 24 December 1996 granted over Units 6 and 7, Mayfair Business Park, Broad Lane, Bradford granted by YCC in favour of Barclays;

(vii) legal charge dated 24 December 1996 granted over Units 8, 9, 10 and adjoining land, Mayfair Business Park, Broad Lane, Bradford granted by Yorkshire Cable Properties Limited in favour of Barclays;

(viii) collateral account security assignment dated 18 May 1999 granted by TCC in favour of Lloyds (Nimrod) Specialist Finance Limited;

(ix) collateral account security assignment dated 18 May 1999 granted by YCG in favour of Lloyds (Nimrod) Specialist Finance Limited;

(x) collateral account security assignment dated 18 May 1999 granted by YCG in favour of Lombard Commercial Limited; and

(xi) collateral account security assignment dated 16 March 2001 granted by YCG in favour of Robert Fleming Leasing (Number 4) Limited (now called Leckhampton Finance Limited);

h) any retention of title arrangements of customer premises equipment in favour of a supplier in respect of the borrowings permitted under the Vendor Financing Arrangements; and

i) any other security interest that secures an amount which, when aggregated with amounts secured by security interests granted by TCN Entities which are not otherwise permitted under the Loan Agreement ("Other Relevant Security Interests"), does not exceed £20,000,000 and where the aggregate book value of assets subject to such security interest does not (when aggregated with the aggregate book value of assets secured by Other Relevant Security Interests) exceed £25,000,000.

Particulars as to commission allowance or discount (note 3)

Nil

Signed Norton Rose

Date 22 July 2004

On behalf of **mortgagee/chargee**

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.

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 NEW COMPOSITE GUARANTEE AND DEBENTURE DATED THE 14th JULY 2004 AND CREATED BY WINDSOR TELEVISION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CIBC WORLD MARKETS PLC IN ITS CAPACITY AS NEW SECURITY TRUSTEE FOR THE NEW BENEFICIARIES 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 22nd JULY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th JULY 2004.

P Angela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES