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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

CHA213

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this margin

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

*insert full name of
company

To the Registrar of Companies For official use
(Address overleaf-Note 5)

Company Number

2075227

16

Name of Company

* THE CABLE CORPORATION LIMITED (THE "Assignor")

Date of creation of the charge

25 August 1998

Description of the instrument (if any) evidencing the charge (note2)

Collateral Account Security Assignment dated 25 August 1998 between the Assignor and NatWest Specialist Finance Limited (the "Assignee") (the "Assignment")

Amount secured by the charge

All moneys, debts, liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money and including, without limitation, any obligation or liability to pay damages) which are now or which may at any time and from time to time hereafter be or become due, owing, payable or incurred or be expressed to be due, owing, payable or incurred from or by the Assignor to the Assignee under or in connection with any of the Lease Agreements and the other Operative Documents to which the Assignor is or may become a party (the "Secured Obligations" which reference includes any part of them).

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

NatWest Specialist Finance Limited

135 Bishopsgate, London

Postcode

EC2M 3UR

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

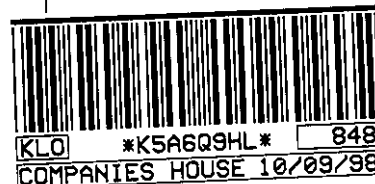
Wilde Sapte
One Fleet Place
London EC4M 7WS

Draft 1643647/0.2/10 Sep 1998

Time critical reference

For Official Use
Mortgage Section

Post Room



Short particulars of all the property charged

The Assignor with full title guarantee, as continuing security for the payment of all the Secured Obligations, assigns and agrees to assign to the Assignee the Lessor Collateral Account and the Deposit and all the right, title, benefit and interest of the Assignor whatsoever present and future therein PROVIDED THAT following the end of the Aggregate Lease Security Period the Assignee shall, at the request and cost of the Assignor, reassign, without recourse or warranty, such right, title, benefit and interest as the Assignee then has in and to the Lessor Collateral Account and the Deposit to the Assignor.

Note:

Further, the Assignor has in the Assignment covenanted with the Assignee that until the Secured Obligations have been paid or discharged in full, the Assignor shall:

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Particulars as to commission allowance or discount (note3)

NIL

Signed

W. J. S. S. S.

Date

10/9/98

On behalf of ~~[company]~~ [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.
5. The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

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

1

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

Company number

2075227

Please complete
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Name of company

THE CABLE CORPORATION LIMITED (THE "Assignor")

Description of the instrument creating or evidencing the mortgage or charge (cont.) (note2)

Amount due or owing on the mortgage or charge (cont.)

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

- (i) not withdraw or purport to withdraw the Deposit or any part thereof otherwise than as expressly permitted by the Collateral Account Agreement or (save for rights conferred upon the Account Bank under Clause 5.4.2 of the Collateral Account Agreement) sell, assign, mortgage, charge or otherwise encumber, dispose of or deal with or grant or permit third party rights or any Lien (other than any Lien created in favour of the Assignee or constituted by the Other Lessor Debentures or the Banks Security) to arise over or against the same or any part thereof or attempt or agree so to do;
- (ii) forthwith upon becoming aware of the same inform the Assignee of any claim or notice relating to the Deposit received from any other party and of all other matters relevant thereto; and
- (iii) not amend or revoke the instructions given to the Account Bank contained in the Collateral Account Agreement with respect to the Lessor Collateral Account or give any other instructions to the Account Bank in relation thereto without the prior written consent of the Assignee.

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The Assignment is subject to the terms of the Intercreditor Agreement.

Definitions:

In this Form 395 and continuation sheets:

"Account Bank" means the Lloyds Bank Plc or such other company in the Lessor's Group with whom the Lessor Collateral Account is maintained from time to time pursuant to Clause 6.5 of the Lease Security Agreement;

"Additional Debenture" means each debenture substantially in the same form as the Composite Debenture with such changes as may be approved by the Assignee which is entered into pursuant to the terms of the Composite Guarantee;

"Aggregate Lease Security Period" means the period beginning on 26 February 1996 and ending on the date on which the Assignee is satisfied that all the Secured Obligations (as defined in the Lease Security Agreement) have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations (as defined in the Lease Security Agreement) can arise under or in respect of any of the Lease Security Agreement and the other Operative Documents;

"Agreement to Acquire" means the agreement to acquire dated 26 February 1996 between Windsor Television and Middlesex Cable (as Sellers) and the Assignee (as Buyer) relating to the Equipment;

"Banks Security" means each of the fixed and floating charge debentures entered into between an Original Guarantor and National Westminster Bank Plc as trustee, each other guarantee and debenture as may be entered into by a subsequent guarantor pursuant to the terms of the Facility Agreement and all other documents from time to time creating, evidencing or entered into by one or more of the Original Guarantors and any such subsequent guarantors and a share charge dated 27 February 1998 between General Cable PLC and National Westminster Bank Plc as trustee as security for the obligations of such companies under the Facility Agreement;

"Barclays Intercreditor Agreement" means the intercreditor agreement dated 31 December 1997 between National Westminster Bank Plc, the Assignee, Lombard Commercial Limited, Robert Fleming Leasing (Number 4) Limited, Yorkshire Cable Communications, Sheffield Cable, Yorkshire Cable Properties and Barclays Bank Plc;

"Barnsley Cable" means Barnsley Cable Communications Limited, a company incorporated in England and registered under company number 2466594;

"Bradford Cable" means Bradford Cable Communications Limited, a company incorporated in England and registered under company number 2664803;

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

2

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

Company number

2075227

Please complete
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Name of company

THE CABLE CORPORATION LIMITED (THE "Assignor")

Description of the instrument creating or evidencing the mortgage or charge (cont.) (note2)

Amount due or owing on the mortgage or charge (cont.)

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

"Cable Corporation" means The Cable Corporation Limited, a company incorporated in England and registered under company number 2075227;

"Cable Corporation Equipment" means The Cable Corporation Equipment Limited, a company incorporated in England and registered under company number 2116958;

"Cable Group" means General Cable Group Limited, a company incorporated in England and registered under company number 2872852;

"Cable Holdings" means General Cable Holdings Limited, a company incorporated in England and registered under company number 2798236;

"Chariot Collection" means Chariot Collection Services Limited, a company incorporated in England and registered under company number 3155349;

"Collateral Account Agreement" means the collateral account agreement dated 25 August 1998 entered into between the Assignee, the Assignor and the Account Bank and the term "Collateral Account Agreement" shall include any agreement entered into in replacement for such agreement pursuant to Clause 6.5 of the Lease Security Agreement;

"Commencement Date" means in respect of a particular item of Equipment, the date upon which title to the same passed to the Assignee pursuant to the terms of the Agreement to Acquire;

"Composite Debenture" means a fixed and floating charge debenture dated 31 December 1997 between the Original Guarantors and the Assignee;

"Composite Guarantee" means (a) the composite guarantee dated 31 December 1997 made between the Assignor, the other Original Guarantors and the Assignee; and (b) each and every Deed of Accession (as defined in such composite guarantee) to the extent that it relates to such composite guarantee entered into from time to time pursuant to Clause 12 of such composite guarantee;

"Deposit" means all sums now or hereafter standing to the credit of the Lessor Collateral Account together with all interest accrued and accruing thereon and all other rights of the Assignor in relation to the Lessor Collateral Account;

"Doncaster Cable" means Doncaster Cable Communications Limited, a company incorporated in England and registered under company number 2407940;

"Equipment" means each and every item of Existing Equipment (as defined in the Agreement to Acquire) and each and every item of Further Equipment (as defined in the Agreement to Acquire) in each case from time to time acquired pursuant to the terms of the Agreement to Acquire and title to which shall have passed to the Assignee and, in each case, shall include all components, equipment and accessories installed therein or thereon at the relevant Commencement Date (or which, having being removed therefrom, remain the property of the Assignee pursuant to the terms of any Lease Agreement) and all substitutions, renewals and replacements from time to time made to the Equipment in accordance with the terms and conditions of any Lease Agreement;

"Equipment Mortgage" means the chattel mortgage entitled "Equipment Mortgage" dated 31 December 1997 given by the Assignee to National Westminster Bank Plc as trustee;

"European Business" means European Business Network Limited, a company incorporated in England and registered under company number 2146363;

"Facility Agreement" means the £500,000,000 revolving credit and term facilities agreement dated 31 December 1997 made between Cable Holdings, the Assignor, the other Original Guarantors, The Toronto Dominion Bank, CIBC Wood Gundy Plc, Banque Paribas and NatWest Markets (a division of National Westminster Bank Plc) as arrangers, National

Westminster Bank Plc as agent and trustee and the financial institutions described therein as the Banks;

"Filegale" means Filegale Limited, a company incorporated in England and registered under company number 2804553;

"First Amendment Agreement" means the amendment and restatement agreement dated 31 December 1997 between the Assignor, the Assignee and National Westminster Bank Plc;

"General Cable PLC" means "General Cable PLC", a company incorporated in England and registered under company number 2369824;

"General Telecom" means General Telecommunications Limited, a company incorporated in England and registered under company number 3291383;

"Halifax Cable" means Halifax Cable Communications Limited, a company incorporated in England and registered under company number 2459173;

"Holding Company" means any holding company within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989;

"Imminus" means Imminus Limited, a company incorporated in England and registered under company number 1785381;

"Intercreditor Agreement" means the agreement so entitled dated 31 December 1997 made between, inter alios, the Assignor, the other Original Guarantors, the financial institutions referred to therein as Banks, National Westminster Bank Plc as agent and trustee, the Assignee, Lombard Commercial Limited, Robert Fleming Leasing (Number 4) Limited, Banque Paribas, Dexia Municipal Bank Plc, Credit Agricole Indosuez and Societe Generale;

"LC Bank" means Societe Generale acting through its London branch or any replacement therefor agreed to by the Assignee;

"Lease Agreements" means the Ten Year Lease Agreement and the Twelve Year Lease Agreement;

"Lease Security Agreement" means the agreement so entitled dated 26 February 1996 and made between the Assignee and the Assignor as amended and restated by the First Amendment Agreement;

"Lessee's Group" means Cable Holdings and its subsidiaries from time to time and "member of the Lessee's Group" shall be construed accordingly;

"Lessor Collateral Account" means initially the Sterling account no. 0983743 and designated "The Cable Corporation - Lessor Collateral Account" held in the name of the Assignor with Lloyds Bank Plc, sort code 30-00-02 or such other Sterling account in the name of the Assignor as is designated the Lessor Collateral Account from time to time;

"Lessor Direct Agreement" means the agreement so entitled dated 31 December 1997 made between Cable Holdings, the Assignor, the other Original Guarantors, National Westminster Bank Plc as agent and trustee and the Assignee;

"Lessor's Group" means Lloyds Leasing Limited and its subsidiaries from time to time and its Holding Company (if any) and any subsidiary of its Holding Company ("subsidiary" for this purpose having the meaning given by Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989) and "member of the Lessor's Group" shall be construed accordingly;

"Letter of Credit" means each of the irrevocable standby letters of credit issued or to be issued by the LC Bank in the form set out in Schedule 6 of the Lease Security Agreement or any replacement letter of credit agreed to by the Assignee;

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Short particulars of all the property mortgaged or charged (cont.)

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"Lien" means any mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect;

"Middlesex Cable" means Middlesex Cable Limited, a company incorporated in England and registered under company number 2460325;

"NLAF" means NatWest Leasing and Asset Finance Limited;

"Northern Credit" means Northern Credit Limited, a company incorporated in England and registered under company number 2743896;

"NWB" means National Westminster Bank Plc, a company incorporated in England and registered under company number 929027;

"Operative Documents" means the Lease Agreements, the Agreement to Acquire, the Collateral Account Agreement, the Lessor Direct Agreement, the Lease Security Agreement, the Equipment Mortgage, the Sales Proceeds Account Assignment and the Security Documents and letters, in each case dated 26 February 1996, from the Assignee to the Assignor entitled "Example Cash Flow" and "Tax Consultation", from the Assignee to NLAF entitled "Arrangement Fees", from the Assignee to NWB entitled "Commitment Fees", from the Assignee to the Assignor, Middlesex Cable and Windsor Television relating to an election under Section 53 of the Capital Allowances Act 1990, from the Assignor to the Assignee relating inter alia to the apportionment of overheads and accounting policies of the Assignor and from the Assignee to the LC Bank relating to the Letter of Credit and, inter alia, treatment of withholdings and deductions and each and every other letter agreement, document or instrument dated 26 February 1996 between a member of the Lessee's Group and any of the other parties to any of the foregoing or given by or to any member of the Lessee's Group to or from any other party to any of them and any other letter, agreement, document or instrument from time to time entered into or issued by a member of the Lessee's Group pursuant to any of the foregoing or designated as such by the Assignee and the Assignor;

"Original Guarantors" means the Assignor, Barnsley Cable, Bradford Cable, Cable Corporation Equipment, Cable Group, Cable Holdings, Doncaster Cable, Yorkshire Cable Properties, Filegale, General Telecom, Halifax Cable, Imminus, Middlesex Cable, Rotherham Cable, Sheffield Cable, Wakefield Cable, Windsor Television, Yorkshire Cable, Yorkshire Cable Communications, Yorkshire Cable Finance, Yorkshire Cable Group, Yorkshire Cable Telecom, Chariot Collection, European Business and Northern Credit and **"Original Guarantor"** means any one of them;

"Other Lessor Debentures" means (i) the fixed and floating charge debenture dated 31 December 1997 made between Yorkshire Cable Group, the Other Original Guarantors and Robert Fleming Leasing (Number 4) Limited; (ii) the fixed and floating charge debenture dated 31 December 1997 made between Yorkshire Cable Group, the Other Original Guarantors and Lombard Commercial Limited; and (iii) the fixed and floating charge debenture dated 31 December 1997 made between Yorkshire Cable Group, the Other Original Guarantors and the Assignee;

"Rotherham Cable" means Rotherham Cable Communications Limited, a company incorporated in England and registered under company number 2455726;

"Sale Proceeds Account Assignment" means the assignment by way of security so entitled dated 31 December 1997 given by the Assignee to National Westminster Bank Plc as trustee in respect of a sales proceeds account;

"Security Documents" means each Letter of Credit, the Composite Debenture, each Additional Debenture, the Composite Guarantee, the Assignment, the Intercreditor Agreement, the Barclays Intercreditor Agreement, each document or instrument evidencing any alternative security provided pursuant to Clause 8 of the Lease Security Agreement and any other document or instrument on or after 26 February 1996 entered into by any member of the Lessee's Group pursuant to any of the foregoing or evidencing or creating any security in respect of any of the obligations of the Assignor or any other member of the Lessee's Group

Short particulars of all the property mortgaged or charged (cont.)

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under or in connection with the Lease Agreements, the Agreement to Acquire, the Lease Security Agreement, the Collateral Account Agreement and the Lessor Direct Agreement or any of the foregoing or designated as such by the Assignee and the Assignor;

"Sheffield Cable" means Sheffield Cable Communications Limited, a company incorporated in England and registered under company number 2465953;

"Sterling" means the lawful currency for the time being of the United Kingdom;

"Subsidiary" means (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989, and (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985;

"Ten Year Lease Agreement" means the lease agreement so entitled dated 26 February 1996 between the Assignee and the Assignor as amended and restated by the First Amendment Agreement and as further amended on 8 April 1998;

"Twelve Year Lease Agreement" means the lease agreement so entitled dated 26 February 1996 between the Assignee and the Assignor as amended and restated by the First Amendment Agreement and as further amended on 8 April 1998;

"Wakefield Cable" means Wakefield Cable Communications Limited, a company incorporated in England and registered under company number 2400909;

"Windsor Television" means Windsor Television Limited, a company incorporated in England and registered under company number 1745542;

"Yorkshire Cable" means Yorkshire Cable Limited, a company incorporated in England and registered under company number 2792601;

"Yorkshire Cable Communications" means Yorkshire Cable Communications Limited, a company incorporated in England and registered under company number 2490136;

"Yorkshire Cable Finance" means Yorkshire Cable Finance Limited, a company incorporated in England and registered under company number 2993376;

"Yorkshire Cable Group" means Yorkshire Cable Group Limited, a company incorporated in England and registered under company number 2782818;

"Yorkshire Cable Properties" means Yorkshire Cable Properties Limited (formerly Eastern Derbyshire Cable Communications Limited), a company incorporated in England and registered under company number 2951884; and

"Yorkshire Cable Telecom" means Yorkshire Cable Telecom Limited, a company incorporated in England and registered under company number 2743897.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02075227

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COLLATERAL ACCOUNT SECURITY ASSIGNMENT DATED THE 25th AUGUST 1998 AND CREATED BY CABLE CORPORATION LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATWEST SPECIALIST FINANCE LIMITED UNDER OR IN CONNECTION WITH ANY OF THE LEASE AGREEMENTS AND THE OTHER OPERATIVE DOCUMENTS TO WHICH THE COMPANY IS OR MAY BECOME A PARTY WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th SEPTEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th SEPTEMBER 1998 .

A handwritten signature in dark ink, appearing to read 'R. N. Owens'.

RICHARD NEIL OWENS
for the Registrar of Companies



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