

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

Name of Company

* The Cable Corporation Limited (the "Chargor")

Date of creation of the charge

31 December 1997

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

A Debenture dated 31 December 1997 between, *inter alia*, General Cable Holdings Limited and certain of its subsidiaries (including the Chargor) in favour of National Westminster Bank Plc (the "Debenture")...

Amount secured by the charge

Each and every liability which the Chargor may on or after 31 December 1997 have to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries (and whether solely or jointly with one or more persons and whether as principal or as surety) under or pursuant to the Finance Documents (including the Debenture) including any liability in respect of any further advances made thereunder and pay to the Security Trustee when due and payable every sum (of principal, interest or otherwise) owing, due or incurred on or after 31 December 1997 by the Chargor to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries in respect of any such liabilities (the "Secured Obligations").

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

National Westminster Bank Plc, as Security Trustee for the Beneficiaries (the "Security Trustee", which expression shall include any successor), 135 Bishopsgate, London

Postcode

EC2M 3UR

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

Linklaters & Paines
1 Silk Street
London EC2Y 8HQ
Ref: JMS/CJYD/4800741

Working copy of 1244088/0.1/14 Jan 1998

Time critical reference

For Official Use
Mortgage Section

Post Room



Short particulars of all the property charged

The Chargor with full title guarantee:

1 Fixed Charges

1.1 charged in favour of the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at 31 December 1997 shall be a charge by way of legal mortgage) each of the following, namely:

- (i) its Real Property
- (ii) its Tangible Movable Property
- (iii) subject to Clause 8.3 of the Debenture, all rights and claims to which the Chargor is now or may become entitled in relation to all monies now or at any time after 31 December 1997 standing to the credit of any bank accounts (except for those accounts assigned by Clause 3.1.2(ii)) of the Debenture together with all rights and claims relating or attaching thereto (including the right to interest)
- (iv) its Intellectual Property
- (v) all goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Debenture) now or at any time after 31 December 1997 belonging to the Chargor

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Particulars as to commission allowance or discount (note3)

Nil.

Signed

Linhlatters & Paines

Date 14 January 1998

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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bold block lettering

Name of company

The Cable Corporation Limited (the "Chargor")

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

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

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- (vi) to the extent that the Chargor is entitled to make the same the subject of security, the benefit of the Licences
- (vii) all rights and claims to which the Chargor is on or may become entitled at any time from any date after 31 December 1997 in relation to its Real Property and its Tangible Movable Property including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, sub-lessee or licensee of any of its Real Property and any guarantor or surety for the obligations of such person
- (viii) subject to Clause 8.3 of the Debenture, all Earnings now or at any time due or owing after 31 December 1997 to that Chargor
- (ix) subject to Clause 8.3 of the Debenture, all Debts which are not otherwise subject to a fixed charge or assigned (whether at law or in equity) to the Security Trustee by or pursuant to the Debenture and all rights relating thereto including any security or remedies therefor
- (x) the Shares held by it listed in the Third Schedule of the Debenture, as set out below:

Name of Company	Issued Share Capital	Description and Number of Shares Held	Share Certificate Number(s)
Middlesex Cable Limited	2 Ordinary Shares of £1 each	2 Ordinary Shares of £1 each	1, 3
Windsor Television Limited	3,305,716 Ordinary Shares of 25p each	3,305,716 Ordinary Shares of 25p each	100, 101, 103, 104

- (xi) all Investments to which the Chargor is on or may after 31 December 1997 become entitled (excluding the Charged Shares)
- (xii) all rights and claims to which the Chargor is on or may after 31 December 1997 become entitled in relation to its present and future uncalled capital
- (xiii) without prejudice to Clause 3.1.2(iii) of the Debenture, all the Chargor's right, title and interest in and to all claims to which the Chargor is on or may after 31 December 1997 become entitled under and in relation to each of the Lease Documents to which it is a party
- (xiv) all rights to which the Chargor is on or may after 31 December 1997 become entitled in respect of the proceeds of any order of the court made pursuant to Sections 238(3), 239(3) or 244 of the Insolvency Act 1986
- (xv) without prejudice to Clause 3.1.2(i) of the Debenture, all the Chargor's right, title and interest in and to all rights and claims to which the Chargor is on or may after 31 December 1997 become entitled under and in relation to each of the Insurance Policies

2 Assignments

Assigned to the Security Trustee as trustee for the Beneficiaries, all the Chargor's right, title and interest in and to all rights and claims to which the Chargor is on or may after 31 December 1997 become entitled in relation to:

- (i) the proceeds of any of the Insurance Policies
- (ii) the Assigned Accounts and all sums now or hereafter standing to the credit of those accounts together with all interest accrued and accruing thereon and all other rights of the Chargor in relation to the Assigned Accounts
- (iii) any and all moneys now or hereafter paid or payable to the Chargor under any of the Lease Documents (i) by way of rebate of Lease Rental Payments, and (ii) arising out of the sale of any Equipment or any part thereof and

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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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bold block lettering

Name of company

The Cable Corporation Limited (the "Chargor")

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

- (iv) subject to Clause 3.2 of the Debenture, all moneys from time to time paid or payable to the Chargor and released from any Lessor Collateral Account or any LC Collateral Account

3 Floating Charge

Charged in favour of the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Chargor's undertaking and assets, present and future (including assets expressed to be charged or assigned by paragraphs 1 and 2 above)

4 Deposits

Subject to Clause 8 of the Debenture, all monies at any time after 31 December 1997 standing to the credit of any bank accounts opened or maintained by the Chargor with the Security Trustee and all or any rights and benefits relating thereto shall be incapable of assignment (and each deposit of any such monies shall be made on such terms accordingly) and the Chargor shall not purport to assign or otherwise dispose of any interest in any such monies or any such rights and benefits.

Note (A) The Debenture provides that:

- 1 The Chargor hereby undertakes that at no time during the subsistence of the Security will the Chargor, otherwise than in favour of the Security Trustee as trustee for the Beneficiaries, create or permit to subsist any Security Interest (other than a Permitted Security Interest) over all or any part of the Charged Property.
- 2 The Chargor hereby undertakes, but subject to Clause 7.3 of the Debenture, that at no time during the subsistence of the Security will the Chargor, except with the prior written consent of the Security Trustee:
 - (i) fail to comply with Clause 17.9 (Disposals) of the Facility Agreement
 - (ii) create or agree to create, any legal or equitable estate or interest in or over, or relating to the enjoyment of, any Material Real Property or grant or agree to grant any licence or consent, whether expressly or by conduct, for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any lease to which any Material Real Property may from time to time be subject and the Chargor will procure that no person shall become entitled to assert any proprietary interest or right over any Material Real Property or
 - (iii) exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy or licence of or relating to any Material Real Property or accept or agree to accept a surrender, cancellation, assignment, charge or any other disposal of any lease, tenancy or licence thereof or relating thereto or agree to vary the provisions of any lease, tenancy or licence thereof or relating thereto or
 - (iv) grant to or allow, or agree to grant to or allow, any person any lease, tenancy, licence or other right to use, occupy or share possession of all or any part of the Charged Property.
- 3 The Chargor covenants in the Debenture that it shall not at any time during the subsistence of the Security without the prior written consent of the Security Trustee deal with the Debts or the Earnings otherwise than by getting in and realising the same and making payment thereof into the Earnings Accounts or as otherwise provided in the Facility Agreement.
- 4 The Debenture provides that during the subsistence of the Security the Chargor shall not be entitled to withdraw all or any part of the balance standing to the credit of any bank account (including the Earnings Account specified in the definition of Assigned Accounts) except to such extent (if any) as the Security Trustee may permit in accordance with the notice referred to in Clause 5.2.4 of the Debenture.
- 5 The Chargor undertakes that no sale, lease, transfer or other disposal may be made of any Tangible Movable Property without the consent of the Security Trustee except in accordance with Clause 17.9 of the Facility Agreement. However, at any time prior to the occurrence of a Default which is continuing, the Security Trustee shall be deemed to have consented to

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

3

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 "Chargor")

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

- (i) any such sale, lease, transfer or other disposal of any part of the Chargor's Headend Equipment, each such part having a value of less than £500,000 (a "relevant part") to another Obligor provided that:
- (a) such relevant part of the Headend Equipment remains subject to the Security created pursuant to the Debenture and
 - (b) the Headend Equipment without the relevant part can function as a headend and provide all functions as a headend necessary for the conduct and operation of the Chargor's business; and
- (ii) any sale and leaseback of Tangible Moveable Property in accordance with Clause 17.11(c) or (d) of the Facility Agreement (and for this purpose each of the Beneficiaries agrees that the Security Trustee may, if requested by a Chargor at the expense of the Chargor, execute such releases in respect of such Tangible Moveable Property as the Chargor may reasonably request).

Note (B) In this Form and its Continuation Sheets, except to the extent that the context requires otherwise, the following definitions from the Debenture shall apply:

"Accession Undertaking" means an undertaking in the form set out in the First Schedule to the Security Trust Deed

"Agent" means the financial institution named on the signing pages of the Security Trust Deed as Agent and includes any person for the time being appointed as agent for the purpose of, and in accordance with, the Facility Agreement provided that such person shall have executed and delivered to the Security Trustee a duly completed Accession Undertaking which has been countersigned by the outgoing Agent and the Security Trustee

"Assigned Accounts" means each of the bank accounts listed in the Sixth Schedule of the Debenture, namely those set out below:

A Earnings Accounts

1 The Cable Corporation Limited

1.1 Bank: Midlands Bank PLC
25 High Street
Windsor
Berkshire SL4 1LN

(Sort Code: 40-47-02)

Account Number	Account Name
81138278	The Cable Corporation
61182528	Cable Corporation Ltd Cable Telecom Residential Account
61182536	Cable Corporation Ltd Dual Residential Sales Account
61182544	Cable Corporation Ltd Business Services Account
21179705	Cable Corporation Ltd Residential Account
51138340	Cable Corporation Ltd Money Matter Account
9020667	The Cable Corporation Money Market Deposit Account

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

4

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

Company number

2075227

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Name of company

The Cable Corporation Limited (the "Chargor")

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

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

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1.2 Bank: Midlands Bank PLC
25 High Street
Windsor
Berkshire SL4 1LN

(Sort Code: 40-75-40)

Account Number	Account Name
80275409	The Cable Corporation - (TV) Head Office Collection Account

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

1.3 Bank: Midlands Bank PLC
25 High Street
Windsor
Berkshire SL4 1LN

(sort Code: 42-88-06)

Account Number	Account Name
20288063	The Cable Corporation - (TELCO) Head Office Collection Account

1.4 Bank: Girobank plc

The account with Girobank plc, Bridle Road, Bootle, Merseyside GIR OAA, sort code 72-00-00, account no. 3714225 in the name of The Cable Corporation Limited.

B Cash Flow Account

The Cable Corporation Limited

The account with National Westminster Bank PLC, Langley, Berks Branch, sort code 53-61-58, account no. 12640492 in the name of The Cable Corporation Limited.

"Banks" means the financial institutions set out in the First Schedule of the Facility Agreement and each other financial institution which has had assigned or transferred to it the whole or any part of the rights and/or obligations in accordance with Clause 26 of the Facility Agreement and **"Bank"** shall be construed accordingly

"Beneficiaries" means the Security Trustee, the Agent, the Initial Beneficiaries, the Subsequent Beneficiaries and each other Bank

"Charged Property" means, subject to any contrary indication, the business, undertaking, property, assets, revenues, rights and uncalled capital, wherever situated, from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Trustee by or pursuant to this Debenture

"Charged Shares" means the Shares listed in the Third Schedule of the Debenture and charged in favour of, or transferred (whether at law or in equity) to the Security Trustee by or pursuant to the Debenture as set out below:

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

5

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

Company number

2075227

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Name of company

The Cable Corporation Limited (the "Chargor")

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

Please complete
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Name of Company	Issued Share Capital	Description and Number of Shares Held	Share Certificate Number(s)
Middlesex Cable Limited	2 Ordinary Shares of £1 each	2 Ordinary Shares of £1 each	1, 3
Windsor Television Limited	3,305,716 Ordinary Shares of 25p each	3,305,716 Ordinary Shares of 25p each	100, 101, 103, 104

"Debts" means all present and future book and other debts and monetary claims of any nature whatsoever (excluding Earnings), now or at any time hereafter due or owing to the Chargor

"Earnings" means all monies whatsoever arising from time to time due or payable to the Chargor arising out of the use or operation of any part of any System, including, without limitation:

- (i) all revenues or other payments due from residential or business subscribers
- (ii) damages for breach or any other payments for the variation of any agreement between the Chargor and a subscriber and
- (iii) any sums receivable from the insurers of any part of the System for loss of use or damage to such system

"Earnings Accounts" means the accounts specified as such in the Sixth Schedule of the Debenture as set out below and/or any other accounts in the name of the Chargor, provided that the provisions of Clause 5.2 of the Debenture are complied with:

1 The Cable Corporation Limited

1.1 Bank: Midlands Bank PLC
25 High Street
Windsor
Berkshire SL4 1LN

(Sort Code: 40-47-02)

Account Number	Account Name
81138278	The Cable Corporation
61182528	Cable Corporation Ltd Cable Telecom Residential Account
61182536	Cable Corporation Ltd Dual Residential Sales Account
61182544	Cable Corporation Ltd Business Services Account
21179705	Cable Corporation Ltd Residential Account
51138340	Cable Corporation Ltd Money Matter Account
9020667	The Cable Corporation Money Market Deposit Account

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

6

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

Company number

2075227

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Name of company

The Cable Corporation Limited (the "Chargor")

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

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

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1.2 Bank: Midlands Bank PLC
25 High Street
Windsor
Berkshire SL4 1LN

(Sort Code: 40-75-40)

Account Number	Account Name
80275409	The Cable Corporation - (TV) Head Office Collection Account

1.3 Bank: Midlands Bank PLC
25 High Street
Windsor
Berkshire SL4 1LN

(sort Code: 42-88-06)

Account Number	Account Name
20288063	The Cable Corporation - (TELCO) Head Office Collection Account

1.4 Bank: Girobank plc

The account with Girobank plc, Bridle Road, Bootle, Merseyside GIR OAA, sort code 72-00-00, account no. 3714225 in the name of The Cable Corporation Limited.

"Equipment Leasing Agreement" means any agreement by which the Chargor acquires rights to use any plant, machinery or equipment in or for the purposes of its business but acquires no interest in or title to that plant, machinery or equipment other than as lessee or hirer thereof

"Facility Agreement" means the facility agreement dated 31 December 1997 between General Cable Holdings Limited and certain of its subsidiaries (including the Chargor) (as guarantors), Banque Paribas, CIBC Wood Gundy plc, National Westminster Bank Plc and The Toronto-Dominion Bank as arrangers, National Westminster Bank Plc as facility agent, the Security Trustee as security trustee and the financial institutions referred to therein as Banks

"Finance Documents" has the meaning given to it in the Facility Agreement.

"Headend Equipment" means all equipment required in order to transmit or receive radio and/or television programming and other services including, without limitation, antennae, satellite receivers and satellite receiver only dishes, converters, microwave receivers, modulators and laser transmitters

"Initial Beneficiaries" means the financial institutions named on the signing pages of the Security Trust Deed as Initial Beneficiaries namely: National Westminster Bank Plc, Banque Paribas, CIBC Wood Gundy Plc and The Toronto-Dominion Bank as Banks and National Westminster Bank Plc and The Toronto-Dominion Bank as the Original Hedging Counterparties.

"Insurance Policies" means the policies of insurance details of which are set out in the Fourth Schedule to the Debenture as set out below and any other policies of insurance in which the Chargor may now or hereafter have an interest (excluding any directors and officers liability insurance):

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

Continuation sheet No **7**
to Form No 395 and 410 (Scot)

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Company number

2075227

Name of company

The Cable Corporation Limited (the "Chargor")

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

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

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1 The Cable Corporation Group
1.1 The Cable Corporation Limited and its subsidiaries

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Insurer	Policy No	Insured Risks	Date of Policy and Duration of Cover
AIG Europe (UK) Limited	70540024	Material damage to property	12 months from 01.01.97
AIG Europe (UK) Limited	70540024	Business interruption: <ul style="list-style-type: none"> • Revenue • Additional cost of working 	12 months from 01.01.97 from 01.01.97 to 01.01.98
AIG Europe (UK) Limited	70540024	Loss of money	12 months from 01.01.97
AIG Europe (UK) Limited	70540024	Public and products liability	12 months from 01.01.97
AIG Europe (UK) Limited	70540024	Employer's liability	12 months from 01.01.97
AIG Europe (UK) Limited	70540024	Personal accident	12 months from 01.01.97
AIG Europe (UK) Limited	70540024	Fidelity guarantee	12 months from 01.01.97
Torch Motor Policies	33052	Comprehensive motor vehicle insurance	12 months from 01.01.97
Commercial Union Assurance Co. Limited*	LD954917964	Engineering - Latent Defects relating to Arun House, Waterside Drive, Langley, Berks	10 years from 04.07.88

* The Cable Corporation Limited is the only insured party

Intellectual Property means all letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and rights to apply for them in any part of the world, moral rights, inventions, confidential information, knowhow and rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered, and the benefits of all licences and other rights to use any of the same now or hereafter belonging to the Chargor

Investments means stocks, shares, debentures and other securities together with all rights to and relating to stocks, shares, debentures or other securities and any other assets, rights or interests falling within any paragraph in Part I of Schedule 1 to the Financial Services Act 1986 as in force at the date hereof but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply

Material Real Property means

- (i) Real Property with a market value exceeding £100,000 or

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Particulars of a mortgage or charge (continued)

8

Continuation sheet No _____
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Name of company

The Cable Corporation Limited (the "Chargor")

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

- (ii) Real Property or land occupied by way of licence on which Headend Equipment or Switch Equipment is located

"Notices of Assignment" and **"Notices of Charge"** means notices of assignment or charge (in relation to Insurance Policies) in substantially the form set out in Part I of the Fifth Schedule or, (in relation to any Assigned Account), in substantially the form set out in Part II of the Fifth Schedule or (in relation to other charged bank accounts) in substantially the form set out in Part III of the Fifth Schedule, or, in such other form as may be specified by the Security Trustee

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Local Government Planning and Land Act 1980 and any other legislation of a similar nature

"Real Property" means all estates and other interests in freehold, leasehold and other immovable property wheresoever situate now or hereafter belonging to the Chargor (including the registered and unregistered land, if any, in England and Wales of which the Chargor is the registered proprietor or owner specified or referred to in the Second Schedule of the Debenture, as set out below) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property together with all rights, easements and privileges appurtenant to, or benefiting, the same:

Unregistered Land

1 The Cable Corporation Limited

Address	Root of Title
1.1 Unit 5A Langley Business Centre, 11-49 Station Road, Langley, Berkshire	Lease dated 9 January 1995 between (1) Allied Dunbar Assurance Plc, (2) The Cable Corporation Limited and (3) General Cable PLC
1.2 Unit 5B Langley Business Centre, 11-49 Station Road, Langley, Berkshire	Underlease dated 20 June 1995 between (1) UK Consumer Electronics Limited, (2) The Cable Corporation Limited and (3) General Cable PLC
1.3 642/643 Ajax Avenue Trading Estate, Slough, Berks	Lease dated 20 February 1997 between Slough Trading Estate Limited (1) and The Cable Corporation Limited (2)

"Receiver" and **"Receivers"** shall have the meanings respectively ascribed to them in Clause 13.2

"Secured Obligations" means all sums and liabilities covenanted to be paid and discharged by the Chargor in Clause 2 of the Debenture

"Security" means the security from time to time constituted by or pursuant to the Debenture

"Settlement System" and **"Nominee"** thereof mean respectively any settlement system of any exchange (whether in the United Kingdom or elsewhere) and any nominee thereof as may from time to time be used in connection with transactions relating to Investments

"Security Trust Deed" means the trust agreement dated 31 December 1997 between General Cable Holdings Limited and certain of its subsidiaries, National Westminster Bank Plc and others

"Share" shall have the meaning ascribed to it in Section 744 of the Companies Act 1985

"Subsequent Beneficiaries" shall have the meaning given to it in the Security Trust Deed

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

9

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

Company number

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Name of company

The Cable Corporation Limited (the "Chargor")

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

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

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"Successor" in relation to any person means a permitted assignee or successor in title of such person or any person, who under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of such first-mentioned person or to whom under such laws the same have been transferred

"Switch Equipment" means the equipment required in order to operate a telephone exchange used to switch telephony messages between the users of a telecommunications network including, without limitation all computer hardware and software required for that purpose

"Tangible Movable Property" means:

- (i) all Headend Equipment
- (ii) all Switch Equipment
- (iii) all wire, cable (including copper and fibre optic cable), tube, pipe or other similar thing (including its casing or coating) which is laid or in the process of being laid by the Chargor as part of the construction of any part of any System and
- (iv) all proprietary computer software now or hereafter belonging in part or in whole to the Chargor including all rights (including copyright) in, to and over computer programs, including computer programs in source code and object code form, preparatory design material and databases.

Please complete
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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. 02075227

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st DECEMBER 1997 AND CREATED BY CABLE CORPORATION LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC (AS SECURITY TRUSTEE FOR THE BENEFICIARIES) ON ANY ACCOUNT WHATSOEVER UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (INCLUDING THE DEBENTURE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th JANUARY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JANUARY 1998.

A handwritten signature in black ink, appearing to read 'A. J. Wakeham'.

A. J. WAKEHAM
for the Registrar of Companies



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

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19/1