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\* insert full name  
of company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[ 19 ]

2090958

Name of company

\* HUTCHISON CELLULAR SERVICES LIMITED

Date of creation of the charge

25TH APRIL, 1996

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

SUPPLEMENTAL DEBENTURE (the "Supplemental Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligor to any Secured Party under each Finance Document to which any Obligor is a party (the "Secured Liabilities").

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

The Chase Manhattan Bank, N.A. (the "Security Trustee")  
Chaseside, Bournemouth, Dorset BH7 7DB

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

DHM/NJCW/VT/B5:56377

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

By way of first fixed charge, the Company's interest in:

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- (i) all the property specified in the Schedule to this Form 395;
- (ii) all buildings and Fixtures on the property specified in paragraph (i) above;
- (iii) the proceeds of sale of all or any part of the property specified in paragraphs (i) and (ii) (inclusive) above in the event that such property has not been released in accordance with Clause 18 (Release) of the Original Composite Debenture (incorporated into the Supplemental Deed by Clause 2 thereof); and
- (iv) the benefit of any covenants for title given or entered into in respect of the property specified in paragraphs (i) and (ii) (inclusive) above by any predecessor in title of the Company.

Particulars as to commission allowance or discount (note 3)

Nil.

Signed

*Allen & Overy*

Date

*3<sup>rd</sup> May, 1996*

On behalf of ~~company~~ *Solent* (mortgagee/chargee) †

† 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.

For the purposes of this Form 395:

**"Agreement to Acquire"**

means the agreement of that title entered into on 21st December, 1995 between the Lessor as buyer and the Lessee as seller.

**"Arrangers"**

means Chase Investment Bank Limited and J.P. Morgan Securities Ltd. as arrangers of the Credit Agreement.

**"Bank"**

means each of the following:-

- (a) each bank or other financial institution whose name is set out in Schedule B of the Credit Agreement;
- (b) each bank or other financial institution to which rights and/or obligations under the Credit Agreement are assigned or transferred pursuant to Clause 28 (Assignments, Transfers and Substitutions) of the Credit Agreement or which assumes rights and obligations pursuant to a Substitution Certificate as defined in Clause 28.4 (Substitution certificates) of the Credit Agreement; and
- (c) any successor or successors in title to any of the foregoing;

provided that upon (i) termination in full of all the Commitments (as defined in the Credit Agreement) of any Bank, and (ii) irrevocable payment in full of all amounts which may be or become payable to such Bank under the Senior Finance Documents, such Bank shall not be regarded as being a Bank for the purposes of determining whether any provision of any of the Senior Finance Documents requiring consultation with or the consent or approval of or instructions from the Banks or the Majority Banks (as defined in the Credit Agreement) has been complied with.

**"Charged Account"**

means each account of the Lessee or any other Obligor (and the debts represented thereby) maintained with a Deposit Bank or an Issuing Bank and charged, or expressed to be charged, by the Lessee or that Obligor pursuant to the relevant Issuing Bank Security and which is either:

- (a) referred to as such in Part II of Schedule 4 of the Intercreditor Agreement; or
- (b) referred to as such in a Subordinated Creditor Accession/Designation Agreement (as defined in the Intercreditor Agreement).

**"Composite Guarantee"**

shall have the meaning given to it in the Lease Agreements.

**"Credit Agreement"**

means the £1,200,000,000 term loan and revolving credit agreement dated 21st December, 1995 between (among others) the Parent, the Obligors, the Arrangers and the Banks, the Facility Agent and the Security Trustee.

**"Deposit Bank"**

means any bank or financial institution (other than an Issuing Bank) at which the Lessee or any other Obligor maintains a Charged Account from time to time and which is a party to the Intercreditor Agreement as a Subordinated Creditor.

**"Facility Agent"**

The Chase Manhattan Bank, N.A. as agent for the Banks.

**"Fee Letters"**

means each letter dated 21st December, 1995 between:-

- (a) the Arrangers and the Parent; and
- (b) the Facility Agent and the Parent,

in each case setting out the amount of various fees referred to in Clause 25 (Fees, Expenses and Stamp Taxes) of the Credit Agreement.

**"Finance Document"**

means each Senior Finance Document, each Vendor Financing Document and each Lease Finance Document and each other document which amends, restates, refinances or replaces any of the documents referred to in this definition.

**"Fixtures"**

means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property.

**"Group"**

means the Parent and its Subsidiaries from time to time.

**"Indemnity Rights"**

means, in respect of any Subordinated Creditor who provides Third Party Lease Security, all claims and all rights of contribution, indemnity and/or subrogation against the Lessee or any other Obligor (whether by contract, at law or in equity) in respect of that Third Party Lease Security and/or the performance of that Subordinated Creditor's obligations thereunder.

**"Intercreditor Agreement"**

means the Intercreditor Agreement dated 21st December, 1995 between the Parent, the Charging Companies identified in Schedule 1 of the Original Composite Debenture, the Facility Agent, the Senior Facility Agent, the Security Trustee, the Banks, the Senior Hedging Banks, the Vendor Financiers, the Lessor and the Subordinated Creditors.

**"Interest Protection Agreements"**

means any and all interest swap and/or interest rate cap and/or other interest rate hedging agreements entered into by any member of the Group with any of the Banks including, without limitation, those entered into in accordance with Clause 20.34 (Interest Protection Agreements) of the Credit Agreement in relation to the Group's floating rate interest exposure.

**"Issuing Bank"**

means any bank or financial institution which has provided, or is to provide, any Third Party Lease Security to the Lessor to secure any Lease Debt and which is a party to the Intercreditor Agreement as a Subordinated Creditor.

**"Issuing Bank Security"**

means each first priority Security Interest over a Charged Account given by the Lessee or any other Obligor in favour of an Issuing Bank to secure the counter-indemnity and other obligations of the Lessee or any other Obligor to that Issuing Bank in respect of any Third Party Lease Security provided, or to be provided, by that Issuing Bank.

**"LC Bank"**

means any Bank which becomes an LC Bank pursuant to Clause 5.4 (Redesignation of Tranche A) of the Credit Agreement.

**"Lease Additional Security"**

means letters of credit, guarantees, cash collateral or any other Security Interest to secure any Lease Debt given at any time after the date of the Intercreditor Agreement (other than the Third Party Lease Security referred to in Part II of Schedule 4 of the Intercreditor Agreement).

**"Lease Agreements"**

means the two lease agreements entered into on 21st December, 1995 between the Lessor and the Lessee and each of which incorporates a Lease Financial Schedule (as defined in the Intercreditor Agreement).

**"Lease Debt"**

means all present and future liabilities (actual or contingent) payable or owing by the Obligors to the Lessor under or in connection with the Lease Finance Documents whether or not matured and whether or not liquidated including, without limitation:

- (a) any refinancing, novation, refunding, deferral or extension of any of those liabilities;

- (b) any further rental payments by any Obligor or any adjustment of rental payments which may be made under any Lease Finance Document or any other agreement expressly supplemental to any Lease Finance Document, plus all interest, fees and costs in connection therewith;
- (c) any claim for damages or restitution in the event of rescission of any of those liabilities or otherwise in connection with the Lease Finance Documents;
- (d) any claim against any Obligor arising from any recovery by that Obligor or any receiver of a payment or discharge in respect of those liabilities on the grounds of preference or otherwise; and
- (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings,

but excluding any amounts payable or owing under any Third Party Liability Indemnity by the Obligors to the Lessor (but not, for the avoidance of doubt, any amounts payable or owing by the Obligors under Clause 8.3 (Interest on Overdue Amounts) of the Intercreditor Agreement and/or Clause 22 (General Tax Indemnity and other Tax Provisions) of the Lease Agreements in respect of any such amounts payable or owing under that Third Party Liability Indemnity).

"Lease Finance Documents" means:

- (a) the Agreement to Acquire;
- (b) the Lease Agreements;
- (c) the Lease Senior Security,
- (d) the Original Composite Debenture and each Supplemental Debenture;
- (e) the other Operative Documents; and
- (f) the Lessor Accession/Designation Agreements (as defined in the Intercreditor Agreement).

"Lease Security Agreement"

has the meaning given to it in the Lease Agreements.

"Lease Senior Security " means:

- (a) the Lessor Collateral Account Security Assignment (including all monies now and hereafter credited to the Lessor Collateral Account);
- (b) the Third Party Lease Security;
- (c) the Lease Additional Security given by any Obligor to the Lessor in the circumstances specified in, and otherwise satisfying the requirements of Clause 27.2(b) (New Subordinated Creditors) of the Intercreditor Agreement;

- (d) the Security Interests constituted by the Original Composite Debenture and any Supplemental Debenture but only insofar as those Security Interests relate to:
- (i) each Charged Account (subject to the prior rights of the relevant Issuing Bank in respect of any Issuing Bank Security over that Charged Account);
  - (ii) all rights (if any) of each Obligor against each Issuing Bank in respect of the Third Party Lease Security given by that Issuing Bank; and
  - (iii) all rights of each Obligor against each Issuing Bank or Deposit Bank in respect of each Charged Account (and the debts represented thereby) held with that Issuing Bank or Deposit Bank, as the case may be; and
- (e) any Security Interest granted under any covenant for further assurance contained in any Lease Finance Document provided the Security Interest is in substantially the same form, and over the same asset, as the relevant Security Interest in respect of which the covenant is exercised and which constitutes, or was intended to constitute, part of the Lease Senior Security referred to in paragraphs (a) to (d) of this definition.

**"Lessee"**

means Orange Personal Communications Services Limited (registered number 2178917).

**"Lessor"**

means NatWest Leasing Industries Limited (registered number 1974805) or any person referred to as a New Party in a Lessor Accession/Designation Agreement (each as defined in the Intercreditor Agreement).

**"Lessor Chattel Mortgage"**

means the first priority mortgage entered into on 21st December, 1995 by the Lessor and the Security Trustee.

**"Lessor Collateral Account"**

shall have the meaning given to it in the Lease Agreements.

**"Lessor Collateral Account Security Assignment"**

means the collateral account security assignment entered into on 21st December, 1995 by the Lessee and the Lessor in respect of the Lessor Collateral Account.

**"Lessor Direct Agreement"**

means the agreement of that title entered into on 21st December, 1995 between the Lessee, the Obligors, the Lessor, the Senior Facility Agent, the Facility Agent and the Security Trustee.

**"Material Adverse Effect"**

means any effect which is or is likely to be materially adverse to:

- (i) the ability of any Obligor to perform its obligations in any material respect under any of the Finance Documents; or
- (ii) the business or financial condition of the Group taken as a whole.

**"Mortgaged Property"**

means any freehold or leasehold property of the Company the subject of the security created by the Original Composite Debenture or the Supplemental Deed.

**"Obligor"**

means the Parent, each Borrower identified in Schedule A Part I of the Credit Agreement and each Guarantor identified in Schedule A Part II of the Credit Agreement and any other member of the Group which has been required to enter into (whether or not it has yet entered into) any Obligor Accession Agreement (as defined in the Intercreditor Agreement) in accordance with Clauses 18 (Additional Borrowers, Guarantors and Security) of the Credit Agreement and Clause 13 (Additional Guarantors) of the Composite Guarantee and, in each case, Clause 27.1 (New Obligors) of the Intercreditor Agreement.

**"Obligors' Agent"**

means the Parent, appointed to act on behalf of each Obligor in relation to the Senior Finance Documents pursuant to Clause 2.3 (Obligors' Agent) of the Credit Agreement.

**"Operative Documents"**

shall have the meaning given to it in the Lease Agreements.

**"Original Composite Debenture"**

means a composite debenture dated 21st December, 1995, between the Parent, the Subsidiaries of the Parent and the Security Trustee.

**"Overdraft Banks"**

means those Banks which make available to the Borrowers identified in Schedule A Part I of the Credit Agreement Tranche C Commitments (as defined in the Credit Agreement) and which are party to an Overdraft Letter.

**"Overdraft Letter"**

means each letter dated 21st December, 1995 between the Obligors' Agent and an Overdraft Bank which sets out the terms whereby the Overdraft Banks will make available their Tranche C Commitments (as defined in the Credit Agreement).

**"Parent"**



means Hutchison Telecommunications (UK) Limited.

**"Secured Parties"**

means:

- (a) the Senior Finance Parties;
- (b) the Senior Hedging Banks;
- (c) the Vendor Financiers; and
- (d) the Lessor.

**"Security Documents"**

means:

- (a) the Original Composite Debenture;
- (b) each Supplemental Debenture;
- (c) the Lessor Chattel Mortgage; and
- (d) such other security documents as may from time to time be required to be entered into by any Obligor in favour of a Secured Party pursuant to any of the Finance Documents and which have been entered into.

**"Security Interest"**

means any mortgage, pledge, lien, charge, assignment for the purpose of providing security, hypothecation or other security interest.

**"Senior Facility Agent"**

means The Chase Manhattan Bank, N.A. as senior facility agent under the Intercreditor Agreement.

**"Senior Finance Documents"**

means:

- (a) the Original Composite Debenture;
- (b) the Credit Agreement;
- (c) each Overdraft Letter;
- (d) the Fee Letters;
- (e) the other Security Documents (other than any Lease Senior Security);

- (f) the Intercreditor Agreement;
- (g) the Lessor Direct Agreement
- (h) the Senior Hedging Agreements to which the Senior Hedging Banks are party; and
- (i) any other document designated as such by the Facility Agent and the Obligors' Agent.

**"Senior Finance Parties"**

means each Arranger, each Bank, each LC Bank, the Security Trustee and the Facility Agent.

**"Senior Hedging Agreement"**

means, in relation to any Senior Hedging Bank, the Interest Protection Agreement provided or to be provided by that Senior Hedging Bank and either:

- (a) entered into by the relevant Obligor and the Senior Hedging Bank on 21st December, 1995; or
- (b) specified as such in the Senior Hedging Bank Accession/Designation Agreement (as defined in the Intercreditor Agreement) relating thereto.

**"Senior Hedging Bank"**

means each Bank which is party to a Senior Hedging Agreement and which is referred to as a New Party in a Senior Hedging Bank Accession/Designation Agreement (each as defined in the Intercreditor Agreement).

**"Subordinated Creditors"**

means:

- (a) each company identified in Part I of Schedule 4 of the Intercreditor Agreement who has made or who may make available Subordinated Debt to the Parent or any other Obligor pursuant to a Subordinated Debt Document;
- (b) each company identified in Part II of Schedule 4 of the Intercreditor Agreement;
- (c) each Issuing Bank and each Deposit Bank; and
- (d) each person referred to as a New Party (as defined in the Intercreditor Agreement) in a Subordinated Creditor Accession/Designation Agreement (as defined in the Intercreditor Agreement).

**"Subordinated Debt"**

means all present and future liabilities (actual or contingent) payable or owing by the Obligors to the Subordinated Creditors under or in connection with the Subordinated Debt Documents whether or not matured and whether or not liquidated and all Indemnity Rights together with;

- (a) any refinancing, novation, refunding, deferral or extension of any of those liabilities or rights;
- (b) any further advances which may be made by a Subordinated Creditor to any Obligor under any agreement expressed to be supplemental to any of the Subordinated Debt Documents plus all interest, fees and costs in connection therewith;
- (c) any claim for damages or restitution in the event of rescission of any of those liabilities or rights or otherwise in connection with the Subordinated Debt Documents;
- (d) any claim against any Obligor arising from any recovery by that Obligor or any receiver of a payment or discharge in respect of those liabilities or rights on the grounds of preference or otherwise; and
- (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

**"Subordinated Debt Documents" means:**

- (a) each document identified as such in Part I of Schedule 4 of the Intercreditor Agreement;
- (b) each document (if any) under, or in connection with, which any Indemnity Rights may arise or have arisen in favour of a Subordinated Creditor against the Lessee or any other Obligor; and
- (c) each document referred to as such in a Subordinated Creditor Accession/Designation Agreement (as defined in the Intercreditor Agreement) and under which Subordinated Debt may arise or has arisen.

**"Subsidiary"**

means a subsidiary within the meaning of Section 736 of the Companies Act 1985, as amended by Section 144 of the Companies Act 1989.

**"Supplemental Debenture"**

means each debenture in the same form as the Original Composite Debenture with such changes as may be approved by the Security Trustee which creates security for the Secured Liabilities and is entered into pursuant to Clause 18.3(Security) of the Credit Agreement and/or Clause 13 of the Composite Guarantee.

**"Termination Amount"**

shall have the meaning given to it in the Lease Agreements.

**"Third Party Lease Security"**

means:

- (a) each agreement identified as such in Part II of Schedule 4 of the Intercreditor Agreement; and

- (b) each agreement referred to as such in a Subordinated Creditor Accession/Designation Agreement (as defined in the Intercreditor Agreement) and constituting Lease Additional Security.

**"Third Party Liability"**

means a claim by any third parties (including employees, agents and sub-contractors of the Lessee) in respect of any liability for death or bodily injury to persons or loss of or damage to property caused by or arising out of, or in connection with, the Equipment (as defined in the Lease Agreements), including its ownership, leasing, operation, sale or disposal.

**"Third Party Liability Indemnity"**

means any present or future indemnity by an Obligor to the Lessor in any Lease Finance Document in respect of any Third Party Liability.

**"Vendor Financier"**

means any person who enters into any Vendor Financing Agreement as a creditor of any member of the Group.

**"Vendor Financing Agreement"**

means any loan, guarantee or other financing agreement entered into by a Vendor Financier the terms of which comply with Clause 20.30 (The Vendor Finance Documents) of the Credit Agreement.

**"Vendor Financing Documents"**

means any of:

- (a) any Vendor Financing Agreement; and
- (b) the Security Documents.

**SCHEDULE 1**

<b>PROPERTY</b>	<b>LAND REGISTRY DESCRIPTION</b>	<b>REGISTERED NUMBER</b>	<b>TITLE PROPRIETOR / OWNER</b>
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Key Point	Office building known as Key Point, Great Park Road, Bradley Stoke	Unregistered 15 year lease	Orange
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ORANGE = Orange Personal Communications Services Limited

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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. 02090958

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 25th APRIL 1996 AND CREATED BY HUTCHISON CELLULAR SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS (AS DEFINED IN THE CREDIT AGREEMENT DATED 21ST DECEMBER, 1995) TO THE CHASE MANHATTAN BANK, N.A. (AS AGENT AND TRUSTEE FOR THE SECURED PARTIES) UNDER THE TERMS OF EACH FINANCE DOCUMENT (AS DEFINED) TO WHICH ANY OBLIGOR IS A PARTY WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th MAY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MAY 1996.

M. SAHA

for the Registrar of Companies



COMPANIES HOUSE

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