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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

5

[] [] [] [] [] []

2455726

Name of company

* ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

Date of creation of the charge

24th December 1996

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

Debenture (the "Debenture") dated 24th December 1996 and made between the Company and NatWest Specialist Finance Limited (the "Lessor").

Amount secured by the mortgage or charge

Each and every liability which the Company may on or after 24th December, 1996 have to the Lessor (whether solely or jointly with one or more persons and whether as principal or as surety) under or pursuant to the Operative Documents (including the Debenture) and pay to the Lessor when due and payable every sum (of principal, interest or otherwise) on or after 24th December, 1996 owing, due or incurred by the Company to the Lessor in respect of any such liabilities (the "Secured Obligations") provided that every payment by the Company of any sum in respect of the liabilities covenanted to be discharged in Clause 2.1 of the Debenture by the Company to or for the account of the Lessor which is made in accordance with the terms of the Operative Document under which such sum is payable to the Lessor shall operate in satisfaction pro tanto of such covenant.

Names and addresses of the mortgagees 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
1 Fleet Place
London
EC4M 7WS

DX: 145 London
GRS/ATS/PWF/BF218835

Time critical reference

For official use
Mortgage Section

Post room



KLO *K78PKS88* 2602
COMPANIES HOUSE 10/01/97

Short particulars of all the property mortgaged or charged

The Company with full title guarantee:

(A) charges in favour of the Lessor 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 Company as at 24th December, 1996 shall be a charge by way of legal mortgage) each of the following, namely:

(a) the Real Property;

(b) its Tangible Movable Property;

(c) subject to Clause 9.3 of the Debenture, all rights and claims to which the Company is on or may after 24th December 1996 become entitled in relation to all moneys on or at any time after 24th December 1996 standing to the credit of any bank accounts (including each Charged Account but excluding each LC Collateral Account and each Transit Account) together with all rights and claims relating or attaching thereto (including the right to interest);

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Wilde Sapk

Date

9th January 1997

On behalf of *Wilde Sapk* [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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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

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(d) the Intellectual Property;

(e) all goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Debenture) on or at any time after 24th December, 1996 belonging to the Company;

(f) to the extent that the Company is entitled to make the same the subject of security, the benefit of the Licences;

(g) all rights and claims to which the Company is on or may after 24th December, 1996 become entitled in relation to the Real Property, the Material Real Property and the 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 the Real Property and any guarantor or surety for the obligations of such person;

(h) subject to clause 9.3 of the Debenture, all Earnings on or at any time after 24th December, 1996 due or owing to the Company;

(i) subject to clause 9.3 of the Debenture, all Debts which are not otherwise subject to a fixed charge or assigned (whether at law or in equity) to the Lessor by or pursuant to the Debenture and all rights relating thereto including any security or remedies therefor;

(j) the Shares listed in the Second Schedule of the Debenture;

(k) all Investments to which the Company is on or may after 24th December, 1996 become entitled (excluding the Charged Shares);

(l) all rights and claims to which the Company is on or may after 24th December, 1996 become entitled in relation to its present and future uncalled capital;

(m) all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 24th December, 1996 become entitled under and in relation to each of the Operative Documents and the Operative Documents (as defined in the Other Leases) to which it is a party;

(n) all rights to which the Company is on or may after the 24th December, 1996 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;

(o) all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 24th December, 1996 become entitled under and in relation to each of the Insurance Policies (excluding any directors and officers liability insurance) (including any proceeds of any such Insurance Policies);

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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

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PROVIDED THAT:

(1) unless and until the Company has obtained the consent of the relevant landlord or (as the case may be) any other relevant party whose consent is required (each of which is hereinafter referred to as a "Consenting Party") the Security granted pursuant to Clause 3.1 of the Debenture shall not extend to the Company's rights in respect of:

(a) any leasehold property; or

(b) any contract; or

(c) any Intellectual Property licence or licence in respect of any Material Real Property,

(each of which is hereinafter referred to as a "Restricted Asset") if and to the extent that the terms of the relevant lease, contract, Intellectual Property licence or licence in respect of Material Real Property prohibit (either absolutely or without the consent of the relevant Consenting Party) the creation of a fixed charge over the relevant Restricted Asset. However, if the Lessor so requests, the Company shall use all reasonable endeavours to obtain as soon as possible the consent of the relevant Consenting Party for the Company to create a legal mortgage or, as the case may be, other fixed charge over the Restricted Asset as part of the Security. On each such consent being obtained, the relevant Restricted Asset shall thereupon automatically become subject to the Security granted pursuant to Clause 3.1(i) of the Debenture which did not apply to it prior to such consent being obtained by reason of the foregoing provisions of this proviso and the Company shall immediately produce such consent to the Lessor; and

(2) the rights of the Lessor under the Debenture in relation to any plant, machinery or equipment leased or to be leased to the Company under an Equipment Leasing Agreement shall be subject to the rights of the lessor under the relevant Equipment Leasing Agreement;

(B) assigns to the Lessor all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 24th December, 1996 become entitled:

(a) against each LC Bank in respect of each LC Collateral Account and each Transit Account held with it (and the debts respectively represented thereby) and under the LC Agreements (as defined in the Intercreditor Agreement);

(b) in relation to the amount of any "VAT credit" (as defined in Section 25(3) of the Value Added Tax Act 1994) which is due to the Company and which relates to "input tax" (as that term is used in Section 24 of the Value Added Tax Act 1994) in relation to supplies made by the Lessor and in respect of which the Lessor has issued a valid VAT invoice in respect of a Termination Amount (as defined in the Lease Agreements);

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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

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(C) charges in favour of the Lessor with the payment and discharge of the Secured Obligations by way of floating charge the whole of the Company's undertaking and assets, present and future (including assets expressed to be charged or assigned by paragraphs (i) and (ii) of Clause 3.1 of the Debenture).

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NOTE:

1. The Debenture provides that subject to Clause 9 of the Debenture, all moneys on or after 24th December, 1996 standing to the credit of any bank accounts opened or maintained by the Company with the Lessor and all or any rights and benefits relating thereto shall be incapable of assignment (and each deposit of any such moneys shall be made on such terms accordingly) and the Company shall not purport to assign or otherwise dispose of any interest in any such moneys or any such rights and benefits.

2. The Company undertakes in the Debenture that at no time during the subsistence of the Security will the Company, otherwise than in favour of the Lessor create or permit to subsist any Lien (other than any Lien created with the prior written consent of the Lessor or any Permitted Encumbrance (as defined in the Facility Agreement as at 24th December, 1996 other than paragraph 8 of the Seventh Schedule thereto)) over all or any part of the Charged Property.

3. The Company undertakes in the Debenture, but subject to Clause 7.4 of the Debenture, that at no time during the subsistence of the Security will the Company, except with the prior written consent of the Lessor and except to the extent permitted by Clause 7.3 of the Debenture:

(i) sell, lease, transfer or otherwise dispose of, by one or more transactions or series of transactions (whether related or not), the whole or any part of its revenues or its assets, save:

(a) disposals of assets not expressed to be subject to a fixed charge under the Security Documents where such disposal is either in the ordinary course of business or is on arm's length terms and at full market value or, in the absence of an appropriate market, on the best terms reasonably obtainable; or

(b) the disposal of any Equipment (as defined in each of the Agreement to Acquire and the Other Agreements to Acquire) to the Lessor or any other Lessor pursuant to Clause 2 of any such Agreement to Acquire; or

(c) the disposal of any Equipment (as defined in each of the Lease Agreements and the Other Leases) constituted by sub-lease of such Equipment to a Licence Holder (as such term is defined in each of the Lease Agreements and the Other Leases) in accordance with Clause 16 of any such Lease Agreement or Other Lease; or

(d) the disposal of any part of its Headend Equipment in accordance with Clause 12.3 of the Debenture; or

(e) disposals which constitute the creation of any Lien created with the prior written consent of the Lessor or a Permitted Encumbrance (as defined in the Facility Agreement as at 24th December, 1996 other than paragraph 8 of the Seventh Schedule thereto); or

(f) the payment of cash for the acquisition of an asset on normal commercial terms;

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Particulars of a mortgage or charge (continued)

Continuation sheet No 4
to Form No 395 and 410 (Scot)

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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

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(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 (other than by or pursuant to the Existing Security and the Other Lessor Debentures) 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 Company will procure that no person shall become entitled to assert any proprietary interest or right over any Material Real Property (other than by or pursuant to the Existing Security and the Other Lessor Debentures); 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) allow any person any licence or other right to use, occupy or share possession of all or any part of the Charged Property.

4. The Lessor may at any time by notice in writing to the Company convert the floating charge created by Clause 3.1(iii) of the Debenture (the "floating charge") with immediate effect into a fixed charge as regards any property or assets specified in the notice (i) if it considers that such property or asset is in danger of being seized or sold under any form of distress, attachment, execution or other legal process and/or (ii) after an Event of Default or a Relevant Event has occurred and is continuing.

5. Notwithstanding Clause 6.1 of the Debenture and without prejudice to any rule of law which may have a similar effect, the floating charge shall automatically be converted with immediate effect into a fixed charge as regards all the assets subject to the floating charge and without notice from the Lessor to the Company:

(i) on the occurrence of any of the Relevant Events specified in Clauses 18.2.4, 18.2.5, 18.2.6 or 18.2.7 of either of the Lease Agreements; or

(ii) if, without the prior consent in writing of the Lessor, the Company creates or purports to create any Lien (other than any Lien created with the prior written consent of the Lessor or any Permitted Encumbrance (as defined in the Facility Agreement dated 24th December, 1996 other than paragraph 8 of the Seventh Schedule thereto)) over any of the Charged Property not expressed to be subject to a fixed charge under the Debenture.

6. The Debenture further provides that its provisions are subject in all respects to the Intercreditor Agreement.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 5
to Form No 395 and 410 (Scot)

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

7. The Debenture further provides that:

(a) the Company shall at all times during the subsistence of the Security, without prejudice to the provisions of the other Operative Documents, unless the Lessor otherwise agrees in writing (and then only on such terms and in such manner as the Lessor may require), at any time after the occurrence of an Event of Default or a Relevant Event for so long as the same is continuing, not be entitled to withdraw or transfer from any account (including any Earnings Account (as defined in the Facility Agreement)) any moneys standing to the credit thereof or direct any payment to be made therefrom to any person subject to the provisions of the Intercreditor Agreement in relation to each LC Collateral Account, each Transit Account and each Lessor Collateral Account; and

(b) without prejudice to the provisions of the other Operative Documents, during the subsistence of the Security the Company shall not be entitled to withdraw all or any part of the balance standing to the credit of any bank account (including the Earnings Accounts (as defined in the Facility Agreement)) except to such extent (if any) as may be permitted under the Facility Agreement or under the terms of any letter issued by the Trustee (as defined in the Lease Agreements) pursuant to the Existing Security consenting to the operation of such account by the Company or as the Lessor may from time to time permit.

8. The Company undertakes in the Debenture that it will not at any time during the subsistence of the Security without the prior written consent of the Lessor deal with the Debts or the Earnings otherwise than by getting in and realising the same and making payment thereof into the Earnings Accounts (as defined in the Facility Agreement) or as may be otherwise provided in the Facility Agreement or (subject to the terms of the Lessor Direct Agreement) into such other account or accounts as the Lessor may direct.

In this form 395 and continuation sheets:

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

"Additional Guarantor" means a member of the Lessee's Group which becomes an Obligor in accordance with Clause 12 of the Composite Guarantee;

"Agency Agreement" means the agreement entitled "Agency and Co-ordination Agreement" dated 24th December, 1996 made between the Lessor, the Other Lessors, the Lessee, the other Original Guarantors and NLAF as agent for the Lessor and the Other Lessors;

"Agreement to Acquire" means the agreement to acquire dated 24th December, 1996 made between Barnsley Cable, Doncaster Cable, Halifax Cable and Wakefield Cable (as sellers) and the Lessor (as buyer) relating to the Equipment;

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

"Barclays Intercreditor Agreement" means the intercreditor agreement entered or to be entered into between National Westminster Bank Plc, the Lessor, the Other Lessors, Yorkshire Cable Communications, Sheffield Cable and Barclays Bank PLC;

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

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

Continuation sheet No 6
to Form No 395 and 410 (Scot)

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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

"Broadcasting Licences" means the Prescribed Diffusion Licences granted to one or other of Barnsley Cable, Doncaster Cable, Halifax Cable, Sheffield Cable, Wakefield Cable and Yorkshire Cable Communications under the Cable and Broadcasting Act 1984 (details of which are set out in Part 2 of Schedule 5 of the Lease Agreements) including all extensions to such licences and licences issued by way of renewal, replacement or reissue of such licences and "Broadcasting Licence" means any one of them;

"Charged Accounts" means each of the bank accounts listed in the Fifth Schedule of the Debenture;

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

"Charged Shares" means the Shares listed in the Second Schedule of the Debenture and charged in favour of, or transferred (whether at law or in equity) to, the Lessor pursuant to the Debenture;

"Collateral Account Agreement" means the agreement so entitled dated 24th December, 1996 made between the Lessor, the Lessee and National Westminster Bank Plc 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;

"Collateral Account Security Assignment" means the deed of assignment dated 24th December, 1996 made between the Lessee and the Lessor relating to the Lessor Collateral Account and the term "Collateral Account Security Assignment" 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 passes to the Lessor pursuant to the terms of the Agreement to Acquire;

"Composite Guarantee" means (a) the composite guarantee dated 24th December, 1996 made between the Lessee, the other Original Guarantors and the Lessor; 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;

"Debentures" means the fixed and floating charge debentures entered or to be entered into in each case between an Original Guarantor and the Lessor (including the Debenture);

"Debts" means all present and future book and other debts and monetary claims of any nature whatsoever (excluding Earnings) on or at any time after 24th December, 1996 due or owing to the Company;

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

"Earnings" means all moneys whatsoever arising from time to time due or payable to the Company arising out of the use or operation of any System, including:

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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

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- (i) all revenues or other payments due from Subscribers;
- (ii) damages for breach or any other payments for the variation of any agreement between any Obligor and a Subscriber; and
- (iii) any sums receivable from the insurers of any System for loss of use or damage to such system;

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"Eastern Derbyshire Cable" means Eastern Derbyshire Cable Communications Limited, a company incorporated in England and registered under company number 2951884;

"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 Lessor and, in each case, shall include all components, equipment and accessories installed therein or thereon at the relevant Commencement Date (or which, having been removed therefrom, remain the property of the Lessor 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 Leasing Agreement" means any agreement by which the Company 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;

"Equipment Mortgage" means the chattel mortgage over the Equipment dated 24th December, 1996 given by the Lessor to National Westminster Bank Plc as trustee;

"Event of Default" means any of the events or circumstances listed in Clause 18.1 of the Lease Agreements;

"Existing Security" means the debenture dated 24th December, 1996 made between the Company and National Westminster Bank Plc as trustee;

"Facility Agreement" means the £325,000,000 revolving credit and term facilities agreement dated 24th December, 1996 made between the Lessee, the other Original Guarantors, NatWest Markets (a division of National Westminster Bank Plc) and Chase Investment Bank Limited as arrangers, National Westminster Bank Plc as agent and trustee and the financial institutions described therein as the Banks;

"Franchise Areas" means the areas falling within the red lines on the map attached as Annex B or, as the case may be, Annex C to each Telecommunications Licence listed in Part 1 of Schedule 5 of the Lease Agreements and in respect of which any of Barnsley Cable, Doncaster Cable, Halifax Cable, Sheffield Cable, Wakefield Cable and Yorkshire Cable Communications is authorised to provide a local delivery service (within the meaning of the Broadcasting Act 1990) by the grant of a Broadcasting Licence;

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

"Headend Equipment" means all equipment required in order to transmit or receive radio and/or television programming and other services including antennae, satellite receivers and satellite receiver only dishes, converters, microwave receivers, modulators and laser transmitters;

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

Continuation sheet No 8
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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

"Insurance Policies" means the policies of insurance details of which are set out in the Third Schedule of the Debenture and any other policies of insurance in which the Company may on or after 24th December, 1996 have an interest;

"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 on or after 24th December, 1996 belonging to the Company;

"Intercreditor Agreement" means the agreement so entitled dated 24th December 1996 between, inter alia, the Lessee, the other Original Guarantors, the financial institutions referred to therein as Banks, National Westminster Bank Plc as agent and trustee, the Lessor, the Other Lessors, Banque Paribas and General Cable PLC;

"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 on 24th December, 1996 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;

"LC Bank" has the meaning given to that term in the Intercreditor Agreement;

"LC Collateral Accounts" means each of the interest bearing accounts of the Lessee with Banque Paribas (Sort Code: 70-06-37) (having account numbers 02-212878-63, 04-212878-63 and 06-212878-63 respectively) and/or any replacement account of the Lessee which is the subject of LC Security (as defined in the Intercreditor Agreement);

"Lease Agreements" means the Ten Year Lease Agreement and the Twelve Year Lease Agreement and "Lease Agreement" means either of them;

"Lease Security Agreement" means the agreement so entitled dated 24th December, 1996 between the Lessor and the Lessee;

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

"Lessee's Group" means the Lessee and its Subsidiaries from time to time and "member of the Lessee's Group" shall be construed in this form 395 and continuation sheets accordingly;

"Lessor Collateral Accounts" means each of the following accounts:-

- (i) initially the Sterling account no. 556203 and designated "Yorkshire Cable Group Limited - Lessor Collateral Account" held in the name of the Lessee with National Westminster Bank Plc (Treasury Settlements), CHAPS 70-01-19, or as a result of the operation of any of Clauses 2.4, 2.5 and 7.5 of the Collateral Account Agreement or Clause 6.5 of the Lease Security Agreement, such other Sterling account in the name of the Lessee as is designated the Lessor Collateral Account from time to time;
- (ii) the Lessor Collateral Account (as defined in the two lease agreements dated 24th December, 1996 between Robert Fleming Leasing (Number 4) Limited and the Lessee (initially being the Sterling account number 53192/000 and designated "Yorkshire

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Particulars of a mortgage or charge (continued)

Continuation sheet No 9
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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Cable Group Ltd. - Lessor Collateral Account" held in the name of the Lessee with Robert Fleming & Co. Limited, 25 Copthall Avenue, EC2R 7DR, (sort code: 20-32-40)); and

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- (iii) the Lessor Collateral Account (as defined in the two lease agreements dated 24th December, 1996 between Lombard Commercial Limited and the Lessee (initially being the Sterling account number 95483756 and designated "The Yorkshire Cable Group Limited - Lessor Collateral Account" held in the name of the Lessee with National Westminster Bank Plc at its branch at 15 Bishopsgate, London EC2P 2AP, (sort code: 50-00-00));

"Lessor Direct Agreement" means the agreement so entitled dated 24th December, 1996 made between the Lessee, the other Original Guarantors, National Westminster Bank Plc as agent and trustee and the Lessor;

"Letter of Credit" means the irrevocable standby letter of credit issued or to be issued by the LC Bank (as defined in the Lease Security Agreement) in the form set out in Schedule 6 of the Lease Security Agreement or any replacement letter of credit agreed to by the Lessor;

"Licence Holders" means, at any time, each of Barnsley Cable, Doncaster Cable, Halifax Cable, Sheffield Cable, Wakefield Cable and Yorkshire Cable Communications which has at that time, in relation to a Franchise Area (i) a Broadcasting Licence and (ii) a Telecommunications Licence, in each case, for that Franchise Area and "Licence Holder" means any of them;

"Licences" means the Telecommunications Licences, the Broadcasting Licences and such other licences, details of which are set out in Part 3 of Schedule 5 of the Lease Agreements, granted in connection with any System, in each case, to one or other of the Licence Holders in relation to any Franchise Area including all extensions to such licences and licences issued by way of renewal, replacement or reissue of any such licences and "Licence" means any one of them;

"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;

"Material Real Property" means:

- (i) Real Property with a market value exceeding £100,000; or
- (ii) Real Property or land occupied by way of licence on which Headend Equipment or Switch Equipment is located;

"NLAF" means NatWest Leasing and Asset Finance Limited;

"Obligor" means the Company, each other Original Guarantor, each Additional Guarantor and any other member of the Lessee's Group which has entered into any Additional Debenture pursuant to the terms of the Composite Guarantee;

"Operative Documents" means the Lease Agreements, the Agreement to Acquire, the Collateral Account Agreement, the Lessor Direct Agreement, the Lease Security Agreement, the Agency Agreement, the Equipment Mortgage, the Sales Proceeds Account Assignment, the Side Letters (as defined in each of the Lease Agreements) and the Security Documents and each and every other letter, agreement, document or instrument dated 24th December, 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

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Particulars of a mortgage or charge (continued)

Continuation sheet No 10
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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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 Lessor and the Lessee;

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"Original Guarantors" means the Company, the Lessee, Barnsley Cable, Bradford Cable, Doncaster Cable, Eastern Derbyshire Cable, Halifax Cable, Sheffield Cable, Wakefield Cable, Yorkshire Cable, Yorkshire Cable Communications, Yorkshire Cable Finance and Yorkshire Cable Telecom and "Original Guarantor" means any one of them;

"Other Agreements to Acquire" means (i) the agreement entitled "Agreement to Acquire" dated 24th December, 1996 made between Yorkshire Cable Communications and Robert Fleming Leasing (Number 4) Limited; and (ii) the agreement entitled "Agreement to Acquire" dated 24th December, 1996 made between Sheffield Cable and Lombard Commercial Limited;

"Other Leases" means (i) the agreement entitled "Ten Year Lease Agreement" dated 24th December, 1996 made between Robert Fleming Leasing (Number 4) Limited and the Lessee; (ii) the agreement entitled "Twelve Year Lease Agreement" dated 24th December, 1996 made between Robert Fleming Leasing (Number 4) Limited and the Lessee; (iii) the agreement entitled "Ten Year Lease Agreement" dated 24th December, 1996 made between Lombard Commercial Limited and the Lessee; and (iv) the agreement entitled "Twelve Year Lease Agreement" dated 24th December, 1996 made between Lombard Commercial Limited and the Lessee;

"Other Lessor Debentures" means (i) the fixed and floating charge debenture dated 24th December, 1996 made between the Company and Robert Fleming Leasing (Number 4) Limited; and (ii) the fixed and floating charge debenture dated 24th December, 1996 made between the Company and Lombard Commercial Limited;

"Other Lessors" means Robert Fleming Leasing (Number 4) Limited, a company incorporated in England and registered under company number 2676609 and Lombard Commercial Limited, a company incorporated in England and registered under company number 1568608;

"Real Property" means all estates and other interests in freehold, leasehold and other immovable property wheresoever situate on or at any time after 24th December, 1996 belonging to the Company (including the registered and unregistered land, if any, in England and Wales of which the Company is the registered proprietor or owner specified or referred to in the First Schedule of the Debenture) 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;

"Relevant Event" means any of the events or circumstances listed in Clause 18.2 of the Lease Agreements;

"Sale Proceeds Account Assignment" means the assignment by way of security dated 24th December, 1996 given by the Lessor to National Westminster Bank Plc as trustee in respect of a sale proceeds account;

"Security Documents" means each Letter of Credit, each of the Debentures, each Additional Debenture, the Composite Guarantee, the Collateral Account Security 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 24th December, 1996 entered into by any member of the Lessee's Group pursuant to any of the foregoing or evidencing or creating

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Particulars of a mortgage or charge (continued)

Continuation sheet No 11
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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any security in respect of any of the obligations of the Lessee or any other member of the Lessee's Group 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 Lessor and the Lessee;

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

"Share" has the meaning ascribed to it in Section 744 of the Companies Act 1985;

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

"Sterling", "£" and "pounds" means the lawful currency for the time being of the United Kingdom;

"Subscriber" means a person who enters into a Subscriber Agreement (which has not been cancelled) with a Licence Holder (or a person acting on behalf of a Licence Holder);

"Subscriber Agreement" means an agreement pursuant to which a person receives cable and/or telephony services through the operation of a System;

"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;

"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 all computer hardware and software required for that purpose;

"Systems" means the telecommunications systems (as defined in Section 4(1) of the Telecommunications Act 1984) constructed or to be constructed in the Franchise Areas and includes any part of any such system and all modifications, substitutions, replacements, renewals and extensions made to any such systems and "System" means any one of such systems;

"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 Company as part of the construction of a System; and
- (iv) all proprietary computer software on or after 24th December, 1996 belonging to the Company 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;

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Particulars of a mortgage or charge (continued)

Continuation sheet No 12
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2455726

Name of Company

ROTHERHAM CABLE COMMUNICATIONS LIMITED (the "Company")

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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"Telecommunications Licence" means the telecommunications licences granted by the Secretary of State for Trade and Industry pursuant to Section 7 of the Telecommunications Act 1984 to one or other of Barnsley Cable, Doncaster Cable, Halifax Cable, Sheffield Cable, Wakefield Cable and Yorkshire Cable Communications (details of which are set out in Part 1 of Schedule 5 of the Lease Agreements) including all extensions to such licences and licences issued by way of renewal, replacement or reissue of such licences and "Telecommunications Licence" means any one of them;

"Ten Year Lease Agreement" means the lease so entitled (including schedules thereto) dated 24th December, 1996 made between the Lessor (as lessor) and the Lessee (as lessee);

"Transit Accounts" means each of the accounts of the Lessee with Banque Paribas (Sort Code 70-06-37) (being initially accounts numbered 01-212878-63, 03-212878-63 and 05-212878-63 respectively) and/or any replacement account of the Lessee which is the subject of any LC Security (as defined in the Intercreditor Agreement);

"Twelve Year Lease Agreement" means the lease so entitled (including the schedules thereto) dated 24th December, 1996 made between the Lessor (as lessor) and the Lessee (as lessee);

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

"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; and

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

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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. 02455726

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th DECEMBER 1996 AND CREATED BY ROTHERHAM CABLE COMMUNICATIONS LIMITED FOR SECURING EACH AND EVERY LIABILITY NOW DUE OR TO BECOME DUE FROM THE COMPANY TO NATWEST SPECIALIST FINANCE LIMITED UNDER THE TERMS OF THE OPERATIVE DOCUMENTS (AS DEFINED) AND THIS DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th JANUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th JANUARY 1997.

A handwritten signature in cursive script, appearing to read 'R.L. Adams'.

R.L. ADAMS

for the Registrar of Companies



COMPANIES HOUSE

HC026B

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