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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

2111

2456153

Name of company

* BELL CABLEMEDIA (KENT) LIMITED (the "Company")

Date of creation of the charge

22nd March 1996

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

Each and every liability which the Company may on or after 22nd March 1996 have to the 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 Facility Documents (including the Debenture) including any liability in respect of any further advances made thereunder and every sum of principal, interest or otherwise on or after 22nd March 1996 owing, due or incurred by the Company to the 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") provided that every payment by the Company of any sum in respect of the liabilities covenanted in the Debenture to be discharged by the Company to or for the account of the Beneficiary to whom the same is due and payable which is made in

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

National Westminster Bank Plc, 135 Bishopsgate, London (as trustee for the Beneficiaries) and its and any subsequent successors and assigns (the "Trustee")

Postcode

EC2M 3UR

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

Wilde Sapte
1 Fleet Place
London
EC4M 7WS

DX: 145 London

Ref: SXS/BLJ/667277/BF156242

Time critical reference

For official use

Mortgage Section

Post room



KLO *KUWG5KM1* 2080
COMPANIES HOUSE 11/04/96

Short particulars of all the property mortgaged or charged

The Company with full title guarantee:

(i) charges in favour of the Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of first fixed charge (subject only, where applicable, to the interests created in favour of the Trustee as Trustee for the Beneficiaries pursuant to the Original Kent Debenture) (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) each of the following, namely:

(a) Land
the Real Property;

(b) Tangible Movable Property
the Tangible Movable Property;

(c) Accounts
subject to Clause 9.3 of the Debenture, all rights and claims to which the Company is on or may after 22nd March 1996 become entitled in

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Rinde Sapte

Date

10th April 1996

On behalf of ~~[company]~~ [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

2456153

Name of Company

BELL CABLEMEDIA (KENT) LIMITED (the "Company")

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inappropriate

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

accordance with the terms of the Facility Document under which such sum is payable to such Beneficiary shall operate in satisfaction pro tanto of such covenant.

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

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relation to all monies on or at any time after 22nd March 1996 standing to the credit of any bank accounts (including any Earnings Account) together with all rights relating or attaching thereto (including the right to interest);

(d) Intellectual Property
the Intellectual Property;

(e) Goodwill
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 22nd March 1996 belonging to the Company;

(f) Licences
to the extent that the same may be the subject of security, the benefit of all the Licences;

(g) Property Rights
all rights and claims to which the Company is on or may after 22nd March 1996 become entitled in relation to the 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) Equipment
each and every part of the Equipment to which the Company is on or may after 22nd March 1996 become entitled;

(i) Debts
all present and future book and other debts and monetary claims (other than Network Debts) on or at any time after 22nd March 1996 due or owing to the Company which are not otherwise subject to a fixed charge or assigned (whether at law or in equity) to the Trustee by or pursuant to the Debenture and all rights relating thereto including any security or remedies therefor;

(j) Earnings
all present and future book and other debts and monetary claims giving rise or which would give rise to Earnings on or at any time after 22nd March 1996 due or owing to the Company (the "Network Debts") and (subject to Clause 9.3 of the Debenture) the Earnings;

(k) Sublease Agreements
all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 22nd March 1996 become entitled under and in relation to each of the Sublease Agreements;

(l) Investments
all Investments to which the Company is on or may after 22nd March 1996 become entitled;

(m) Uncalled Capital
all rights and claims to which the Company is on or may after 22nd March 1996 become entitled in relation to its uncalled capital;

(n) Section 238, 239 and 244 orders
all rights to which the Company is on or may after 22nd March 1996

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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

2456153

Name of Company

BELL CABLEMEDIA (KENT) 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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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) Lease Documents

all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 22nd March 1996 become entitled under and in relation to each of the Lease Documents;

PROVIDED THAT:

(1) unless and until the Company has obtained the consent of the relevant landlord, lessor, licensee, licensor or (as the case may be) other relevant party (each of which is hereinafter referred to as a "Consenting Party") the Security granted pursuant to Clause 3.1(i) of the Debenture (and described in (a) to (o) above) shall not extend to any leasehold property or the Company's rights in respect of any Equipment Leasing Agreement, contract or Intellectual Property licence (each of which is hereinafter referred to as a "Restricted Asset") if and to the extent that the terms of the relevant lease, Equipment Leasing Agreement, contract or Intellectual Property licence prohibit (either absolutely or without the consent of the relevant Consenting Party) the creation of a fixed charge over the relevant Restricted Asset. The Company has covenanted in the Debenture, if the Trustee requests, to 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 Debenture provides that the relevant Restricted Asset shall thereupon automatically become subject to the Security granted pursuant to Clause 3.1(i) of the Debenture (and described in (a) to (o) above) 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 Trustee; and

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

(ii) assigns to the Trustee as trustee for the Beneficiaries all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 22nd March 1996 become entitled in relation to the proceeds of any of the Insurance Policies;

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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

2456153

Name of Company

BELL CABLEMEDIA (KENT) 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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(iii) charges in favour of the Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of first floating charge (subject only to the interests created in favour of the Trustee as trustee for the Beneficiaries pursuant to the Original Kent Debenture) the whole of the Company's undertaking and assets, present and future, other than any assets for the time being effectively charged to the Trustee by way of fixed charge or effectively assigned (whether at law or in equity) to the Trustee or otherwise subject to an effective fixed security in favour of the Trustee.

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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 Trustee as trustee for the Beneficiaries create, grant, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance, as defined in the Facility Agreement) on or over all or any part of the Charged Property.

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 Trustee and except to the extent permitted by Clause 7.3 of the Debenture:

(i) fail to comply with Clause 32.3(v) of the Facility Agreement (other than a sale of all of the Equipment to, or a lease of all of the Equipment to, the Borrower on arms-length terms, such sale or lease to occur prior to the occurrence of an Event of Default or Potential Event of Default (each as defined in the Facility Agreement) which, in each case, is continuing); or

(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 Company undertakes to procure that no person shall become entitled to assert any proprietary interest or right over any Material Real Property, except in each case where any such action would not (i) have a material adverse effect on the value of such Material Real Property or (ii) prevent, restrict or impair the carrying on by the Company of its business; 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, except in each case where any such action would not (i) have a material adverse effect on the value of such Material Real Property or (ii) prevent, restrict or impair the carrying on by the Company of its business; 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;

PROVIDED ALWAYS THAT for the purpose of the undertakings referred to in (i) to (iv) above, a "licence" shall be construed as a non-revocable legal or equitable right to occupy the freehold or leasehold property.

The Debenture provides that all monies on or at any time after 22nd March 1996 standing to the credit of any bank accounts (whether deposit or current accounts or otherwise howsoever designated) opened or

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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

2456153

Name of Company

BELL CABLEMEDIA (KENT) LIMITED (the "Company")

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

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

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maintained by the Company with the Trustee and all or any rights and benefits relating thereto shall be incapable of assignment and the Company covenants in the Debenture not to purport to assign or otherwise dispose of any interest in any such monies or any such rights and benefits.

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The Company also covenants in the Debenture:

(i) that it will not at any time during the subsistence of the Security without the prior written consent of the Trustee deal with the Network Debts or the Earnings otherwise than by getting in and realising the same and making payment thereof into the Earnings Account;

(ii) that it will not at any time during the subsistence of the Security without the prior written consent of the Trustee in respect of any Material Real Property exercise any option, election or discretion to charge value added tax or transfer the right to recover any value added tax or levy value added tax or to treat supplies made by it as taxable supplies for the purposes of value added tax;

(iii) that without the consent of the Trustee no sale, lease, transfer or other disposal may be made of any Tangible Movable Property (other than in accordance with Clause 32.3(v) of the Facility Agreement prior to an Event of Default (as defined therein) which is continuing).

NOTE: The Debenture provides that it is supplemental to the Original Kent Debenture which remains in full force and effect to secure the Secured Obligations (though to the extent of inconsistency between the provisions of the Debenture and the Original Kent Debenture, the Debenture shall prevail).

In this Form 395:-

"Account Bank" means Midland Bank plc or such subsidiary thereof or such other Bank with which the Facilities Collateral Accounts are maintained from time to time;

"Agreement to Acquire" means the agreement to acquire dated 22nd March 1996 between the Lessor and the Borrower;

"Banks" means the banks and financial institutions for the time being party to the Facility Agreement;

"Beneficiaries" means all of the following:

(i) the Trustee;

(ii) the Facility Agent;

(iii) each of Midland Bank plc; ABN AMRO Bank N.V.; Citibank, N.A.; National Westminster Bank Plc; The Bank of Nova Scotia; The Toronto-Dominion Bank; Credit Lyonnais; Credit Suisse; Export

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

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Name of Company

BELL CABLEMEDIA (KENT) 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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Development Corporation; First National Bank of Boston; NationsBank of North Carolina, N.A.; The Fuji Bank, Limited; Union Bank of Switzerland; Royal Bank of Canada Europe Limited; The Bank of New York; The Sumitomo Bank, Limited and CoreStates Bank, N.A.;

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(iv) each Bank from time to time party to certain interest hedging arrangements or overdraft arrangements with the Company (subject to the fulfilment of certain conditions);

(v) each other person from time to time party to the Facility Agreement in accordance with the terms thereof; and

(vi) any successor in title of any of the persons mentioned in (i) to (v) above;

"Borrower" means Bell Cablemedia (South East) Limited, company number 1870928;

"Charged Property" means, subject to any contrary indication, the undertaking and assets of the Company from time to time charged in favour of or assigned (whether at law or in equity) to, the Trustee by or pursuant to the Debenture;

"Collateral Accounts Agreement" means the collateral accounts agreement dated 22nd March 1996 between the Borrower, the Isle of Man Bank Limited and the Lessor;

"Collateral Accounts Security Assignment" means the collateral accounts security assignment dated 22nd March 1996 between the Borrower and the Lessor;

"Construction Contract" means the construction contract dated 22nd March 1996 between the Lessor, the Company and the Borrower;

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

(i) all revenue or other payments due from Subscribers;

(ii) damages for breach or any other payments for the variation of any agreement between the Company and a Subscriber; and

(iii) any sum receivable from the insurers of the System for loss of use or damage to such System;

"Earnings Account" means the account numbered 41168533 in the name of the Company with the Earnings Bank and/or any other accounts with the Earnings Bank or other bank as may from time to time be notified by the Company to the Facility Agent, provided that the provisions of Clause 32.1(xvi) of the Facility Agreement are complied with;

"Earnings Bank" means Midland Bank plc;

"Encumbrance" means a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect on the insolvency of the relevant person;

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

2456153

Name of Company

BELL CABLEMEDIA (KENT) 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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"Equipment" means "Equipment" as defined in the Twelve Year Lease Agreement and "Equipment" as defined in the Seventeen Year 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 dated 22nd March 1996 given by the Lessor to the Trustee over the Equipment;

"Facilities Collateral Accounts" means:

(i) the account of the Borrower with Midland Bank plc, Marsh Wall branch, account number 91299980;

(ii) the account of the Borrower with Midland Bank plc, Marsh Wall branch, account number 41299999;

as either of the same may from time to time be redesignated, and including any successor account or accounts established in relation to either thereof in the books of the Account Bank, any sub-account or accounts thereof and such accounts as operated on the terms and conditions from time to time relating thereto;

"Facilities Accounts Security Assignment" means the assignment dated 22nd March 1996 over the Facilities Collateral Accounts granted by the Borrower in favour of the Trustee;

"Facility Agent" means National Westminster Bank Plc in its capacity as agent for the Banks and any other person for the time being appointed as agent for the Banks for the purpose of and in accordance with the Facility Agreement (subject to the terms of the Facility Documents);

"Facility Agreement" means the £250,000,000 loan and guarantee facility agreement dated 20th May 1994 and amended and restated on 14th March 1995, 4th April 1995 and 22nd March 1996 between, inter alios, the Borrower, the Company, the Trustee and certain banks;

"Facility Documents" means the Facility Agreement, the Overdraft Facility Letter, the Security Trust Agreement, the Security Documents, the Lease Guarantee, each Lease Guarantee Notice, the Intercreditor Agreement, the Lessor Direct Agreement, the Equipment Mortgage, the Lessor Account Assignment and any Interest Hedge Agreement;

"Franchise Area" means the area located in South East Kent (and, more particularly, falling within the red lines on the map attached as Annex B to the corresponding Telecommunications Licence) in which the Company has been authorised to provide a local delivery service (within the meaning of the Broadcasting Act 1990) by the grant of a Public Diffusion Service Licence pursuant to the Cable and Broadcasting Act 1984 or a Local Delivery Licence pursuant to the Broadcasting Act 1990;

"Holdings" means Bell Cablemedia Holdings (East London) Limited, company number 02032186;

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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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Name of Company

BELL CABLEMEDIA (KENT) 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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"Holdings Charge" means the charge dated 20th May 1994 granted by Holdings in favour of the Trustee together with, and as the same shall be construed in accordance with, the charge dated 22nd March 1996 granted by Holdings in favour of the Trustee;

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"Insurance Policies" means the policies of insurance details of which are set out in the Third Schedule to the Debenture and any other first party policies of insurance in which the Company may on or after 22nd March 1996 have an interest (excluding, for the avoidance of doubt, any directors' and officers' liability and any special accident policies);

"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 22nd March 1996 belonging to the Company;

"Intercreditor Agreement" means the intercreditor agreement dated 22nd March 1996 between, inter alios, the Lessor, the Company, the Borrower, Holdings, the Trustee and the Facility Agent;

"Interest Hedge Agreement" means an interest rate swap agreement between the Borrower and a Hedging Bank in accordance with the Facility Agreement;

"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 1 of Schedule 1 to the Financial Services Act 1986 as in force at the date of the Debenture 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;

"Kent Guarantee" means the guarantee and indemnity dated 22nd March 1996 between the Company and the Lessor;

"Lease Documents" means the Seventeen Year Lease Agreement, the Twelve Year Lease Agreement, the Agreement to Acquire, the Construction Contract, the Collateral Accounts Agreement, the Kent Guarantee, the Lease Guarantee, the Intercreditor Agreement, the Lessor Direct Agreement, the Lease Security Agreement and the Lease Security Documents, certain approved additional security from time to time and each and every other letter, agreement, document or instrument dated 22nd March 1996 between any of the parties to any of the foregoing or given by any of such parties to another of them and any other letter, agreement, document or instrument from time to time entered into or issued pursuant to or in connection with any of the foregoing or designated as such by the Lessor, the Borrower and the Facility Agent;

"Lease Guarantee" means the guarantee dated 22nd March 1996 issued by the Banks to the Lessor;

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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

2456153

Name of Company

BELL CABLEMEDIA (KENT) LIMITED (the "Company")

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

Page 2

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

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"Lease Guarantee Notice" means each lease guarantee notice pursuant to which the Facility Agent (as agent for the Banks) increases or sets a maximum contingent liability of each of the Banks under the Lease Guarantee;

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"Lease Security Agreement" means the lease security agreement dated 22nd March 1996 between the Lessor and the Borrower;

"Lease Security Documents" means the Lessor South East Debenture, the Lessor Kent Debenture, the Lessor Holdings Charge and the Collateral Accounts Security Assignment;

"Lessor" means NatWest Specialist Finance Limited;

"Lessor Account Assignment" means the assignment by way of security dated 22nd March 1996 given by the Lessor to the Trustee in respect of the Rebate Account;

"Lessor Direct Agreement" means the direct agreement dated 22nd March 1996 between the Borrower, the Company, the Lessor and the Facility Agent or any other agreement designated as such by the Borrower, the Lessor and the Facility Agent;

"Lessor Holdings Charge" means the charge dated 22nd March 1996 between Holdings and the Lessor;

"Lessor Kent Debenture" means the debenture dated 22nd March 1996 and given by the Company in favour of the Lessor;

"Lessor South East Debenture" means the debenture dated 22nd March 1996 and given by the Borrower in favour of the Lessor;

"Licence" means any Telecommunications Licence or any Prescribed Diffusion Licence (under the Cable and Broadcasting Act 1984) or Local Delivery Licence (under the Broadcasting Act) granted, in each case, to the Company in relation to the Franchise Area;

"Material Real Property" means:

- (i) Real Property with a market value exceeding £200,000; or
- (ii) Real Property on which any headend equipment or switch equipment is held;

"Original Kent Debenture" means the debenture dated 20th May 1994 granted by the Company in favour of the Trustee;

"Overdraft Bank" means the provider of an Overdraft Facility (which shall at all times be a Bank) to the Borrower;

"Overdraft Facility" means the overdraft facilities to be provided by the Overdraft Bank to the Borrower in the aggregate amount of not more than £3,000,000 in accordance with the terms of the Overdraft Facility Letter;

"Overdraft Facility Letter" means a letter between the Overdraft Bank and the Borrower setting out the terms of the Overdraft Facility;

[continued on BF156246]

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Particulars of a mortgage or charge (continued)

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

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Company Number

2456153

Name of Company

BELL CABLEMEDIA (KENT) LIMITED (the "Company")

~~limited~~

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

1. *Introduction*
 2. *Methodology*
 3. *Results*
 4. *Discussion*
 5. *Conclusion*
 6. *References*
 7. *Appendix*
 8. *Index*
 9. *Glossary*
 10. *Notes*
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 13. *Tables*
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Real Property" means all estates and other interests in freehold, leasehold and other immovable property wheresoever situate on or after 22nd March 1996 belonging to the Company 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;

"Rebate Account" means the account of the Lessor numbered 95432086 with National Westminster Bank Plc, sort code 50-00-00;

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

"Security Documents" means the Debenture, the Holdings Charge, the South East Debenture, the Facilities Accounts Security Assignment and all other documents from time to time creating, evidencing or entered into as security for the obligations of the Borrower under the Facility Agreement entered into pursuant to the Facility Agreement or thereto;

"Security Trust Agreement" means the security trust agreement dated 20th May 1994 and amended and restated on 22nd March 1996 entered into between the Trustee, the Facility Agent, the Banks, Holdings, the Company and the Borrower;

"Seventeen Year Lease Agreement" means the lease agreement so entitled dated 22nd March 1996 between the Lessor and the Borrower;

"South East Debenture" means the debenture dated 20th May 1994 granted by the Borrower in favour of the Trustee together with, and as the same shall be construed in accordance with, the debenture dated 22nd March 1996 granted by the Borrower in favour of the Trustee;

"Subscriber" means a person who has entered into a Subscriber Agreement (which has not been cancelled) with the company;

"Sublease Agreements" means the sublease agreements dated 22nd March 1996 between the Borrower as lessor and the Company as lessee relating to certain Equipment;

"Subscriber Agreement" means any agreement between the Company and a person for the provision to that person of cable services and/or telephony services via the System;

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

"Tangible Movable Property" means:

- (i) all headend equipment being equipment required in order to transmit or receive radio and/or television programming and other services including, without limitation, antennae, satellite receiver only dishes, converters, microwave receivers, modulators and laser transmitters;
- (ii) all switch equipment being equipment required in order to operate a telephone exchange in conjunction with a telecommunications network including, without limitation, all computer hardware and software required for that purpose;

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Particulars of a mortgage or charge (continued)

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

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Company Number

2456153

Name of Company

BELL CABLEMEDIA (KENT) LIMITED (the "Company")

* delete if
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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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(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 the System; and

(iv) all proprietary computer software on or after 22nd March 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;

"Twelve Year Lease Agreement" means the lease agreement so entitled dated 22nd March 1996 between the Lessor and the Borrower.

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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. 02456153

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd MARCH 1996 AND CREATED BY BELL CABLEMEDIA (KENT) LIMITED FOR SECURING EACH AND EVERY LIABILITY DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC AS TRUSTEE FOR THE BENEFICIARIES (AS DEFINED) PURSUANT TO THE TERMS OF THE FACILITY DOCUMENTS (AS DEFINED) AND THIS DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th APRIL 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th APRIL 1996.

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

R.L. ADAMS

for the Registrar of Companies



COMPANIES HOUSE

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