

395

ACCOUNT RECEIVED
23 MAR 2001

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not write
in this margin

CHA 267

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

To the Registrar of Companies

For official use

Company number

2460325

i2.

Name of company

* Middlesex Cable Limited ("the Company")

insert full name
of company

Date of creation of the charge

16 March 2001

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

MDI/AA05490/wasmddxcabltd.395.doc

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0189
23/03/01

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

GUARANTEE AND DEBENTURE dated 16 March 2001 (the "Debenture") and made between (1) Telewest Communications Networks Limited, (2) the Original Charging Subsidiaries, (3) the Original Charging Partnerships, (4) Telewest Finance Corporation (the "US Borrower") and (5) CIBC World Markets plc in its capacity as Security Trustee.

In the Debenture:

"Acceding Facility D Lender" means any bank or financial institution which executes an agreement acceding to the Agreement to become a Facility D Lender;

"Affiliate" means, in respect of any person, any person which is a Subsidiary or Holding Company of that person or a Subsidiary of a Holding Company of that person;

"Agency and Co-ordination Agreement" means the agency and co-ordination agreement dated 24 December 1996 and made between (1) YCG, (2) the companies whose names and registered numbers are specified in schedule 1 thereto, (3) NatWest Specialist Finance Limited, Robert Fleming Leasing (Number 4) Limited and Lombard Commercial Limited and (4) NatWest Leasing and Asset Finance Limited as amended by a First Amendment and Restatement Agreement dated 30 June 1997, a Second Amendment and Restatement Agreement dated on or about 31 December 1997, a Deed of Accession dated 31 December 1997, a Third Amendment Agreement dated 8 April 1998 and a Consent and Amendment Agreement dated 25 August 1998;

"Agent" means the UK Agent, or in relation to payments, calculations, notices and novations in respect of Facility D1 only and relevant information given by or to a Facility D Lender who has a Facility D1 Commitment and/or a Facility D1 Contribution, the US Agent;

"Agreement" means the agreement in relation to £2,250,000,000 facilities dated 16 March 2001 and made between TCN as Facility A Borrower (1), TCN as Facility B Borrower (2), TCN as Facility C Borrower (3), TCN and Telewest Finance Corporation as Facility D Borrowers (4), the companies whose respective registered names and registered numbers are set out in part A of schedule 1 thereto (5), the partnerships whose respective names and principal places of business are set out in part C of schedule 1 thereto (6), the Lead Arrangers (7), the Lenders (8), the Agents (9) and the Security Trustee (10);

"Agreements to Acquire" means each of (a) an agreement to acquire dated 26 February 1996 between Windsor Television Limited, Middlesex Cable Limited and NatWest Specialist Finance Limited, (b) an agreement to acquire dated 24 December 1996 between Barnsley Cable Communications Limited, Doncaster Cable Communications Limited, Halifax Cable Communications Limited, Wakefield Cable Communications Limited and NatWest Specialist Finance Limited, (c) an agreement to acquired dated 24 December 1996 between Sheffield Cable Communications Limited and Lombard Commercial Limited and (d) an agreement to acquire dated 24 December 1996 between Yorkshire Cable Communications Limited and Robert Fleming Leasing (Number 4) Limited;

"Associated Company" has the meaning attributed thereto in section 416 of the Income and Corporation Taxes Act 1988;

"Associated Partnership" means, in relation to a company, a partnership that is controlled by that company, or by that company and one or more of its Associated Companies together, and a company shall be regarded as having control of a partnership for those purposes if (directly or indirectly, including through intermediate Associated Partnerships) it possesses, is entitled

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

to, or is entitled to acquire:

(a) more than 50% of the assets of the partnership; or

(b) more than 50% of the income of the partnership;

or if it (directly or indirectly, including through intermediate Associated Partnerships) is able to direct how the affairs of the partnership are conducted;

“Barclays Intercreditor Agreement” means the intercreditor agreement dated 16 March 2001 between Yorkshire Cable Communications Limited, Sheffield Cable Communications Limited, Yorkshire Cable Properties Limited, Barclays Bank Plc and the Security Trustee;

“BBC Joint Venture” means UK Channel Management Limited (company registration number 3322468) whose registered office is at Woodlands, 80 Wood Lane, London W12 0TT;

“BBC JV Agreement” means the subscription and shareholders agreement entered into between Flextech Limited (formerly Flextech plc), Flextech Digital Broadcasting Limited, BBC Worldwide Limited and the BBC Joint Venture;

“BBC JV Loan Stock” means the variable rate unsecured loan stock issued to Flextech Digital Broadcasting Limited by the BBC Joint Venture;

“BBC JV Management Services Agreement” means the management services agreement entered into by Flextech Television Limited and the BBC Joint Venture;

“BBC JV Security Trustee’s Undertaking” means the agreement entered into or to be entered into between the Security Trustee, BBC Worldwide Limited and Cheltrading 283 Limited;

“BCFL” means Birmingham Cable Finance Limited, a company incorporated in Jersey, company number 60972;

“Beneficiaries” means each of the Finance Parties, the Lessors, the Hedge Counterparties and Crosby;

“Bond and Floating Charges” means the first ranking bond and floating charges dated 16 March 2001 entered into by each Original Charging Subsidiary which is incorporated in Scotland in favour of the Security Trustee;

“Borrower” means the Facility A Borrower, the Facility B Borrower, the Facility C Borrower and each of the Facility D Borrowers;

“Cable Finance” means Cable Finance Limited (registered in Jersey with number 61656);

“Charging Partnerships” means the Original Charging Partnerships and any other partnership which may from time to time accede to the Agreement and any relevant Security Documents pursuant to a Supplemental Deed;

“Charging Subsidiaries” means the Original Charging Subsidiaries and any other company which may from time to time accede to the Agreement and any relevant Security Documents pursuant to a Supplemental Deed;

“Chargors” means TCN, the US Borrower, each of the Original Charging Subsidiaries, each of the Original Charging Partnerships and each other Subsidiary or Associated Partnership (if

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

any) of TCN which becomes a party to the Debenture pursuant to a Supplemental Deed;

"Collateral Account Agreement" means in relation to any Lease (other than any RF4 Lease), the agreement so entitled between (1) the Lessee as depositor, (2) the Lessor and (3) the account bank referred to therein dated 18 May 1999 and in relation to the RF4 Lease the agreement so entitled between (1) YCG as depositor (2) RF4 and (3) the account bank referred to therein dated on or about the date of the Intercreditor Deed;

"Collateral Account Security Assignments" mean the agreement so entitled between TCC and Lloyds (Nimrod) Specialist Finance Limited (formerly NatWest Specialist Finance Limited), the two agreements so entitled between YCG and each Lessor (other than RF4) respectively dated 18 May 1999 and the agreement so entitled between YCG and RF4 dated 16 March 2001;

"Commitment" means, in relation to a Lender, the aggregate of its Facility A Commitment and/or Facility B Commitment and/or Facility C Commitment and/or Facility D Commitment;

"Contribution" means, in relation to a Lender, the aggregate of such Lender's Facility A Contribution, Facility B Contribution, Facility C Contribution and Facility D Contribution at the relevant time;

"Crosby" means Crosby Sterling Limited (Company number. 2827426);

"Crosby Documents" means the Crosby Option Agreement (and any document referred to therein), the Charge on Cash Deposit and the articles of association of Cable Finance as the same may be amended pursuant to the Crosby Side Letter;

"Crosby Liabilities" means all financial obligations due to Crosby under the Crosby Documents;

"Crosby Option Agreement" means the option agreement dated 25 May 1995 between General Cable, Crosby and Robert Fleming & Co. Limited as the same may be amended pursuant to the Crosby Side Letter;

"Crosby Side Letter" means the letter dated the same date as the Intercreditor Deed from Crosby to TCN and Telewest;

"Deed of Subordination" means a deed of subordination dated 16 March 2001 entered into between Telewest and the Security Trustee pursuant to the terms of the Agreement;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, assignation, trust arrangement or security interest of any kind securing any obligation of any person or any other type of preferential arrangement (including without limitation title transfer and/or retention arrangements having similar effect);

"Existing Loan Stock" means the UK Gold Existing Loan Stock and the UK Living Existing Loan Stock;

"Facility A" means the term loan facility in the principal amount of £500,000,000 granted by the Facility A Lenders;

"Facility A Advance" means an advance made to a Facility A Borrower under Facility A;

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

"Facility A Borrower" means TCN;

"Facility A Commitment" means, in relation to a Facility A Lender, the amount set opposite its name in column 1 of part E of schedule 1 to the Agreement or, as the case may be, in any relevant substitution certificate, as amended by any relevant term of the Agreement;

"Facility A Contribution" means, in respect of any Facility A Lender, the principal amount of all Facility A Advances owing to it at the relevant time;

"Facility A Lenders" means all the lenders other than National Westminster Plc and includes their successors in title and Substitutes;

"Facility A Outstandings" means the aggregate principal amount of all Facility A Advances which are, at the relevant time, outstanding;

"Facility A Total Commitments" means the aggregate of the Facility A Commitments of all the Facility A Lenders being £500,000,000 at the date of the Agreement;

"Facility B" means the reducing revolving credit facility in the principal sum of £1,450,000,000 granted by the Facility B Lenders;

"Facility B Advance" means an advance made to a Facility B Borrower under Facility B;

"Facility B Borrower" means TCN;

"Facility B Commitment" means, in relation to a Lender, the amount set opposite its name in column 2 of part E of schedule 1 to the Agreement or, as the case may be, in any relevant substitution certificate, as amended by any relevant term of the Agreement;

"Facility B Contribution" means, in respect of any Facility B Lender, the principal amount of all Facility B Advances owing to it at the relevant time;

"Facility B Lenders" means all the Lenders at the date of the Agreement other than National Westminster Plc;

"Facility B Outstandings" means the aggregate principal amount of all the Facility B Advances which are, at the relevant time, outstanding;

"Facility B Total Commitments" means the aggregate of the Facility B Commitments of all the Facility B Lenders being £1,450,000,000 at the date of the Agreement;

"Facility C" means the committed ancillary facilities in the principal sum of £50,000,000 granted by the Facility C Lenders;

"Facility C Advance" means an advance made to a Facility C Borrower under Facility C;

"Facility C Borrower" means TCN;

"Facility C Commitment" means, in relation to a Facility C Lender, the amount set opposite its name in column 3 of part E of schedule 1 to the Agreement or, as the case may be, in any relevant substitution certificate, as amended by any relevant term of the Agreement;

"Facility C Contribution" means, in respect of any Facility C Lender, the balance at the

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

relevant time standing to the credit of the ancillary facility account of the Facility C Borrower with such Facility C Lender maintained pursuant to the ancillary facilities letter entered into with each Facility C Lender having taken account of any group pooling arrangements entered into by members of the TCN Group with any Facility C Lender;

"Facility C Lenders" means National Westminster Plc, Barclays Bank Plc and The Royal Bank of Scotland Plc and includes their successors in title and substitutes;

"Facility C Outstandings" means the aggregate of the Facility C Contributions of all the Facility C Lenders;

"Facility C Total Commitments" means the aggregate of the Facility C Commitments of all the Facility C Lenders;

"Facility D" means the term loan facility in the principal sum of £250,000,000 granted by the Facility D Lenders;

"Facility D Advance" means a Facility D1 Advance, a Facility D2 Advance or a Facility D3 Advance;

"Facility D Borrowers" means, in respect of Facility D1 Advances, the US Borrower and, in respect of Facility D2 and Facility D3 Advances, TCN;

"Facility D Commitment" means, in relation to a Facility D Lender, the aggregate for the time being of its:

- (a) Facility D1 Commitment;
- (b) Facility D2 Commitment; and
- (c) Facility D3 Commitment;

"Facility D Contributions" means, in respect of any Facility D Lender, the aggregate of its Facility D1 Contribution, its Facility D2 Contribution and its Facility D3 Contribution;

"Facility D Lender Accession Agreement" means an agreement pursuant to which a Facility D Lender accedes to the Agreement and the Intercreditor Deed;

"Facility D Lenders" means the banks and financial institutions who have a Facility D Commitment in part E of schedule 1 of the Agreement, together with any acceding Facility D Lender and, in each case, includes their successors in title and substitutes;

"Facility D Outstandings" means the aggregate principal amount of all Facility D1 Advances, Facility D2 Advances and Facility D3 Advances, which are, at the relevant time, outstanding;

"Facility D Total Commitments" means the aggregate of the Facility D1 Total Commitments, the Facility D2 Total Commitments and the Facility D3 Total Commitments;

"Facility D1" means the Dollar denominated term loan facility which forms a sub-tranche of Facility D;

"Facility D1 Advance" means a Dollar denominated advance made to the US Borrower under Facility D1;

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

"Facility D1 Commitment" means, in relation to a Facility D Lender, the aggregate of (i) the amount set opposite its name as its Facility D1 Commitment in the Facility D Lender Accession Agreement and (ii) the amount of any Facility D1 Commitment transferred or assigned to it pursuant to the Agreement, in each case as amended by any relevant term of the Agreement;

"Facility D1 Contribution" means, in respect of any Facility D Lender, the principal of all Facility D1 Advances owing to it at the relevant time;

"Facility D1 Total Commitments" means the aggregate of the Facility D1 Commitments of all the Facility D Lenders;

"Facility D2" means the Sterling denominated term loan facility which forms a sub-tranche of Facility D;

"Facility D2 Advance" means a Sterling denominated advance made to TCN under Facility D2;

"Facility D2 Commitment" means, in relation to a Facility D Lender, the aggregate of (i) the amount set opposite its name in its Facility D2 Commitment in the Facility D Lender Accession Agreement and (ii) the amount of any Facility D2 Commitment transferred or assigned to it pursuant to the Agreement, in each case as amended by any relevant term of the Agreement;

"Facility D2 Contribution" means, in respect of any Facility D Lender, the principal of all Facility D2 Advances owing to it at the relevant time;

"Facility D2 Total Commitments" means the aggregate of the Facility D2 Commitments of all the Facility D Lenders;

"Facility D3" means the euro denominated term loan facility which forms a sub-tranche of Facility D;

"Facility D3 Advance" means a euro denominated advance made to TCN under Facility D3;

"Facility D3 Commitment" means in relation to a Facility D Lender, the aggregate of (i) the amount set opposite its name as its Facility D3 Commitment in the Facility D Lender Accession Agreement and (ii) the amount of any Facility D3 Commitment transferred or assigned to it pursuant to the Agreement, in each case as amended by any relevant term of the Agreement;

"Facility D3 Contribution" means, in respect of any Facility D Lender, the principal of all Facility D3 Advances owing to it at the relevant time;

"Facility D3 Total Commitments" means the aggregate of the Facility D3 Commitments of all the Facility D Lenders;

"Finance Documents" means the Agreement, the Security Documents, and substitution certificate pursuant to which a Lender accedes to the Agreement and the Intercreditor Deed, (if applicable) the Facility D Lender Accession Agreement, any fee letter and any other document designated as such in writing by the Agent and TCN;

"Finance Lease" means a lease treated as a finance lease pursuant to applicable accounting

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

standards (including at the date of the Agreement, Statement of Standard Accounting Practice 21);

“Finance Parties” means the Agents, the Lead Arrangers, the Lenders and the Security Trustee (as the context requires);

“First Beneficiary” means CIBC World Markets plc to the extent only of the amounts payable to the Security Trustee (for its own account) pursuant to the Agreement or any of the Security Trustee Security Documents in relation to the period up to and including its retirement as Security Trustee pursuant to the provisions of the Intercreditor Deed and any other person who may be appointed as Security Trustee pursuant to the provisions of the Intercreditor Deed to the extent only of the amounts payable to the Security Trustee (for its own account) pursuant to the Agreement or any of the Security Trustee Security Documents in relation to the period up to and including its retirement as Security Trustee pursuant to the provisions of the Intercreditor Deed;

“General Cable” means General Cable Limited (Company no. 2369824);

“Hedge Counterparty Indebtedness” means all Indebtedness covenanted to be paid or discharged by all or any of the Chargors to the Hedge Counterparties under the Hedging Arrangements;

“Hedge Counterparties” means those persons who have entered into hedging arrangements with one or more TCN Entities which arrangements hedge the interest rate and/or currency exposure of the Borrowers under the Agreement, provided that that person (i) is or has become a party to the Intercreditor Deed and (ii) unless such arrangements were entered into prior to the date of the Agreement is a Lender (or an Affiliate of a Lender);

“Hedging Arrangements” means any interest rate or currency protection arrangements (whether by way of interest rate or cross currency swap, cap, collar or otherwise) from time to time entered into by any Chargor which arrangements hedge the interest rate exposure of the Borrowers under the Agreement;

“Holding Company” in relation to any company or partnership means any person of which the first mentioned company or partnership is a Subsidiary;

“Indebtedness” means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent;

“Intercreditor Deed” means the Intercreditor Deed dated 16 March 2001 between TCN, the US Borrower, Telewest, the Original Charging Subsidiaries, the Original Charging Partnerships, the financial institutions described therein as lenders, CIBC World Markets plc as agent and security trustee, the Lead Arrangers, the Lessors, TCC and YCG as lessees, the Lessors’ Agent, the Hedge Counterparties and Crosby;

“Intercompany Loan Agreement” means the agreement between TCN and the US Borrower in the agreed form;

“Jersey Share Pledges” means the first ranking share pledges dated 16 March 2001 entered into by (i) Birmingham Cable Limited (Company no. 2244565) over its shares in Birmingham Cable Finance Limited (a company incorporated in Jersey (No. 60972)) and (ii) Cheltrading 283 Limited and Flextech (1992) Limited over each of their shares in IVS Cable Holdings

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

Limited, each in the agreed form;

“Joint Venture” means each of the BBC Joint Venture, the UK Gold Joint Venture and any other joint ventures between the BBC (or its Affiliates) and any member of the TCN Group;

“Lead Arrangers” means Bank of America International Limited of 1 Alie Street, London E1 8DE, The Bank of New York of One Canada Square, London E14 5AL, Barclays Bank PLC of 5 The North Colonnade, Canary Wharf, London EC2N 4DR, Bayerische Hypo-Und Vereinsbank AG, The Chase Manhattan Bank of 125 London Wall, London EC2Y 5AJ, CIBC World Markets Plc of Cottons Centre, Cottons Lane, London SE1 2QL, Citibank, N.A. of 33 Canada Square, Canary Wharf, London E14 5LB, Credit Suisse First Boston of One Cabot Square, London E14 4QJ, Deutsche Bank AG London of Winchester House, 1 Great Winchester Street, London EC2N 2DB, Fortis Bank S.A./N.V. of Camomile Court, 23 Camomile Street, London EC3A 7PP, Royal Bank of Scotland plc, The Fuji Bank, Limited of Riverplate House, 7-11 Finsbury Circus, London EC2M 7DN, The Toronto- Dominion Bank of Triton Court, 14/18 Finsbury Square, London EC2A 1DB, Westdeutsche Landesbank Girozentrale of 51 Moorgate, London EC2R 6AZ;

“Leases” means each Ten Year Lease and each Twelve Year Lease;

“Lease Documents” means:

- (i) the Leases;
- (ii) the Agency and Co-ordination Agreement;
- (iii) the Collateral Account Agreements;
- (iv) the Collateral Account Security Assignments;
- (v) the Lease Security Agreements;
- (vi) each Agreement to Acquire;
- (vii) Example Cash Flow Letter dated 24 December 1996 between NatWest Specialist Finance Limited and YCG (as amended);
- (viii) Tax Consultation Letter dated 24 December 1996 between NatWest Specialist Finance Limited and YCG (as amended);
- (ix) Apportionment of Overheads and Accounting Side Letter (“Valuation of Equipment”) dated 23 December 1996 between YCG, NatWest Specialist Finance Limited, Lombard Commercial Limited and Robert Fleming Leasing (Number 4) Limited (as amended);
- (x) Section 53 Capital Allowances Act 1990 Election Side Letter dated 24 December 1996 between NatWest Specialist Finance Limited and YCG (as amended);
- (xi) Agency Fees Letter dated 23 December 1996 between NatWest Leasing and Asset Finance Limited and YCG (as amended);
- (xii) Example Cash Flow Letter dated 26 February 1996 between NatWest Specialist Finance Limited and TCC (as amended);
- (xiii) Tax Consultation Letter dated 26 February 1996 between NatWest Specialist Finance

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

Limited and TCC (as amended);

(xiv) Apportionment of Overheads and Accounting Side Letter ("Valuation of Equipment") dated 26 February 1996 between TCC and NatWest Specialist Finance Limited (as amended);

(xv) Section 53 Capital Allowances Act 1990 Election Side Letter dated 24 December 1996 between NatWest Specialist Finance Limited and TCC (as amended);

(xvi) Example Cash Flow Letter dated 24 December 1996 between Robert Fleming Leasing (Number 4) Limited and YCG;

(xvii) Tax Consultation Letter dated 24 December 1996 between Robert Fleming Leasing (Number 4) Limited and YCG;

(xviii) Section 53 Capital Allowances Act 1990 Election Side Letter dated 24 December 1996 between Robert Fleming Leasing (Number 4) Limited and YCG;

(xix) Example Cash Flow Letter dated 24 December 1996 between Lombard Commercial Limited and YCG;

(xx) Tax Consultation Letter dated 24 December 1996 between Lombard Commercial Limited and YCG; and

(xxi) Section 53 Capital Allowances Act 1990 Election Side Letter dated 24 December 1996 between Lombard Commercial Limited and YCG;

"Lease Security Agreements" means the agreement so entitled dated 24 December 1996 between NatWest Specialist Finance Limited and YCG, the agreement so entitled dated 26 February 1996 between NatWest Specialist Finance Limited and TCC, the agreement so entitled dated 24 December 1996 between Robert Fleming Leasing (Number 4) Limited and YCG and the agreement so entitled dated 24 December 1996 between Lombard Commercial Limited and YCG;

"Lenders" means Abbey National Treasury Services plc, Banca Commerciale Italiana S.p.A. - London Branch, Bankgesellschaft Berlin AG - London, Bank of America, N.A., The Bank of New York, Barclays Bank PLC, Bayerische Landesbank Girozentrale - London Branch, Bayerische Hypo-und Vereinsbank AG, The Chase Manhattan Bank, CIBC World Markets Plc, Citibank, N.A., Credit Suisse First Boston, Deutsche Bank AG - London, Dresdner Bank AG London Branch, Fleet National Bank, Fortis Bank S.A./N.V., General Electric Capital Corporation, ING Bank N.V. London Branch, Merrill Lynch Capital Corporation, National Westminster Bank plc, The Royal Bank of Scotland plc, Scotiabank Europe plc, Skandinaviska Enskilda Banken (Publ), The Governor and Company of The Bank of Scotland, The Fuji Bank, Limited, The Toronto- Dominion Bank, Westdeutsche Landesbank Girozentrale and includes their successors in title and substitutes;

"Lessees" means TCC and YCG;

"Lessor Debt" means all indebtedness of the Lessees to the Lessors (or any of them) under the Lease Documents;

"Lessor Collateral Account" in relation to any Lease has the meaning given to such expression in the relevant Collateral Account Agreement;

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

"Lessors' Agent" means Lloyds Leasing Limited (Company Number 1004792) or, as the case may be, any successor Lessors' Agent appointed pursuant to the terms of the Agency and Co-ordination Agreement;

"Lessors" means Lloyds (Nimrod) Specialist Finance Limited (Company no. 2353803), Robert Fleming Leasing (Number 4) Limited (Company no. 2676609) and Lombard Commercial Limited (Company no. 1568608);

"Loan" means the aggregate principal amount owing to the Lenders under the Agreement at any relevant time;

"Loan Stock" means the BBC JV Loan Stock, the Existing Loan Stock, the UK Gold JV Loan Stock and any other loan stock issued to any Chargor by any Joint Venture

"Majority Institutional Lenders" means Lenders the aggregate of the Sterling Amount of whose Facility D Contributions and undrawn Facility D Commitments at any relevant time exceed $66 \frac{2}{3}$ per cent. of the aggregate of the Sterling Amount of the Facility D Outstandings and undrawn Facility D Total Commitments;

"Majority Lenders" means Lenders the aggregate of the Sterling Amount of whose Contributions and undrawn Commitments at any relevant time exceeds $66 \frac{2}{3}$ per cent. of the Sterling Amount of the Outstandings and undrawn Total Commitments;

"Original Charging Partnerships" means Cotswolds Cable Limited Partnership, Estuaries Cable Limited Partnership, TCI/US WEST Cable Communications Group, Tyneside Cable Limited Partnership, Telewest Communications (North East) Partnership, Telewest Communications (South East) Partnership, London South Cable Partnership, Avon Cable Limited Partnership, Edinburgh Cable Limited Partnership, United Cable (London South) Limited Partnership, Avon Cable Joint Venture, Telewest (London South) Joint Venture, Telewest Communications (Cotswolds) Venture and Telewest Communications (Scotland) Venture;

"Original Charging Subsidiaries" means Birmingham Cable Corporation Limited, Birmingham Cable Finance Limited, Birmingham Cable Limited, Bravo TV Limited, Cable Camden Limited, Cable Enfield Limited, Cable Hackney & Islington Limited, Cable Haringey Limited, Cable London Limited, Central Cable Holdings Limited, Cheltrading 283 Limited, Cheltrading 284 Limited, Crystal Palace Radio Limited, Filegale Limited, Flextech (1992) Limited, Flextech (Travel Channel) Limited, Flextech Children's Channel Limited, Flextech Communications Limited, Flextech Digital Broadcasting Limited, Flextech Family Channel Limited, Flextech Interactive Limited, Flextech IVS Limited, Flextech Media Holdings Limited, Flextech Rights Limited, Flextech Television Limited, Flextech Video Games Limited, General Cable Group Limited, General Cable Holdings Limited, General Cable Limited, Imminus Limited, IVS Cable Holdings Limited, Maidstone Broadcasting, Middlesex Cable Limited, Sheffield Cable Communications Limited, Southwestern Bell International Holdings Limited, Starstream Limited, Telewest Communications (Central Lancashire) Limited, Telewest Communications (Cotswolds) Limited, Telewest Communications (Dundee & Perth) Limited, Telewest Communications (Liverpool) Limited, Telewest Communications (London South) Limited, Telewest Communications (Midlands and North West) Limited, Telewest Communications (Midlands) Limited, Telewest Communications (Motherwell) Limited, Telewest Communications (North East) Limited, Telewest Communications (North West) Limited, Telewest Communications (Scotland Holdings) Limited, Telewest Communications (Scotland) Limited, Telewest Communications (South East) Limited,

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

Telewest Communications (South Thames Estuary) Limited, Telewest Communications (South West) Limited, Telewest Communications (St. Helens & Knowsley) Limited, Telewest Communications (Tyneside) Limited, Telewest Communications (Wigan) Limited, Telewest Communications Cable Limited, Telewest Communications Group Limited, Telewest Communications Holdings Limited, Telewest Limited, Telewest Parliamentary Holdings Limited, The Cable Corporation Limited, Theseus No. 1 Limited, Theseus No. 2 Limited, UK Living Limited, United Artists Investments Limited, Windsor Television Limited, Yorkshire Cable Communications Limited, The Yorkshire Cable Group Limited;

“Original Non-Charging Subsidiaries” means Avon Cable Investments Limited, Barnsley Cable Communications Limited, Bradford Cable Communications Limited, Cable Adnet Limited, Cable Communications (Telecom) Limited, Cable Communications Limited, Cable Finance Limited, Cable Interactive Limited, Cable Internet Limited, Cable on Demand Limited, Capital City Cablevision Limited, Central Cable Limited, Central Cable Sales Limited, Chariot Collection Services Limited, Continental Shelf 16 Limited, Crystalvision Productions Limited, Digital Mind Games Limited, Doncaster Cable Communications Limited, Dundee Cable and Satellite Limited, Edinburgh Cablevision Limited, European Business Network Limited, Fastrak Limited, Flextech (Kindernet Investment) Limited, Flextech Business News Limited, Flextech Distribution Limited, Flextech Flexinvest Limited, Flextech Living Health Limited, Flextech Satellite Investment Limited, General Cable Investments Limited, General Cable Programming Limited, Halifax Cable Communications Limited, Hieronymous Limited, Imminus (Ireland) Limited, Lewis Reed Debt Recovery Limited, London Interconnect Limited, Maidstone Studios Limited, Mayfair Way Management Limited, Minotaur International Limited, Multimedia Mapping Limited, Northern Credit Limited, Perth Cable Television Limited, Recommend Limited, Rotherham Cable Communications Limited, Screenshop Limited, Telewest Communications (Cumbernauld) Limited, Telewest Communications (Dumbarton) Limited, Telewest Communications (East Lothian & Fife) Limited, Telewest Communications (Falkirk) Limited, Telewest Communications (Fylde & Wyre) Limited, Telewest Communications (Glenrothes) Limited, Telewest Communications (Internet) Limited, Telewest Communications (Nominees) Limited, Telewest Communications (Publications) Limited, Telewest Communications (Southport) Limited, Telewest Communications (Taunton & Bridgwater) Limited, Telewest Communications (Telford) Limited, Telewest Communications (Worcester) Limited, Telewest Communications Services Limited, Telewest Share Trust Limited, Telewest Trustees Limited, Telso Communications Limited, The Cable Corporation Equipment Limited, The Cable Equipment Store Limited, The North London Channel Limited, The Parliamentary Channel Limited, The Way Ahead Group Limited, TVS Pension Fund Trustees Limited, TVS Television Limited, UK Channel Management Limited, UK Gold Broadcasting Limited, UK Gold Holdings Limited, UK Programme Distribution Limited, VIS ITV Limited, Wakefield Cable Communications Limited, West Midlands Credit Limited, Xrefer.com Limited, Yorkshire Cable Finance Limited, Yorkshire Cable Limited, Yorkshire Cable Properties Limited, Yorkshire Cable Telecom Limited;

“Original Security Trustee Security Documents” means the Intercreditor Deed and each of the other Security Documents executed or to be executed pursuant to the terms of the Agreement;

“Outstandings” means the aggregate of the Facility A Outstandings, the Facility B Outstandings, Facility C Outstandings and the Facility D Outstandings;

“Permitted Encumbrances” means:

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

- (a) any Encumbrance arising under the Finance Documents;
- (b) any Encumbrance existing at the date of the Agreement and set out in schedule 8 to the Agreement;
- (c) any Encumbrance arising pursuant to the terms of certain facilities in existence at the date of the Agreement provided that all such Encumbrances are discharged as soon as practicable on or after the date on which all the respective obligations under each of such existing facilities are discharged pursuant to the terms of the Agreement;
- (d) any Encumbrance arising pursuant to the terms of the Second Secured Facility provided that any such Encumbrance ranks behind the Encumbrances referred to in paragraph (a) above;
- (e) any Encumbrances arising from any Finance Leases or sale and leaseback arrangements constituting permitted borrowings under the Agreement;
- (f) any Encumbrance arising in the ordinary course of business or by operation of law;
- (g) any Encumbrance in favour of any Facility C Lender incurred in pursuant to any Group pooling arrangements;
- (h) rights of set-off arising in the normal course of business;
- (i) any retention of title of goods supplied to any member of the TCN Group where such retention is agreed in the ordinary course of its trading activities and on customary terms provided that the purchase price relating to such goods is required to be paid within 150 days of the date on which the relevant goods are supplied;
- (j) any Encumbrance (a "New Encumbrance") created by any member of the TCN Group in substitution for any Encumbrance referred to in paragraph (b) above (an "Existing Encumbrance") provided that (i) such Existing Encumbrance is irrevocably and unconditionally discharged no later than the time of creation of the New Encumbrance, (ii) the New Encumbrance relates only to the same assets as the Existing Encumbrance, (iii) the Indebtedness secured by the New Encumbrance does not exceed the Indebtedness secured by the Existing Encumbrance and (iv) if required by the Agent, before such New Encumbrance is entered into, the beneficiary thereof enters into a priorities arrangement with the Agent and all of the Lenders in similar terms to any existing priorities arrangement and otherwise in form and substance reasonably satisfactory to the Agent;
- (k) any Encumbrance over any assets or company which are acquired after the date of the Agreement as a permitted investment under the terms of the Agreement by any TCN Entity subject to such Encumbrance provided (A) such Encumbrance was not created in contemplation of the acquisition by such TCN Entity of such assets or company, (B) the debt secured by such Encumbrance is not increased beyond that secured at the date the asset or company in question is acquired and (C) any Encumbrance permitted by this paragraph (k) shall cease to be permitted upon the date falling six months after the date the assets or company subject to such Encumbrance were acquired;
- (l) any retention of title arrangements of customer premises equipment in favour of a supplier (or its affiliate) in respect of borrowed money provided or arranged by a supplier of customer premises equipment and/or related services;

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

(m) any Encumbrance not within paragraphs (a) to (l) above and securing Indebtedness in aggregate not exceeding £20,000,000 and where the assets the subject of such Encumbrance have an aggregate book value not exceeding £25,000,000;

“Pledge and Security Agreements” means each of the first ranking pledge and security agreements dated 16 March 2001 entered into in favour of the Security Trustee by each of the partners in each of the Charging Partnerships formed in the State of Colorado;

“Reimbursement Agreement” means the agreement of such name dated 16 March 2001 entered into between each of the Original Charging Partnerships and TCN;

“Restricted Person” means any member of the Telewest Group other than the TCN Entities;

“RF4” means Robert Fleming Leasing (Number 4) Limited;

“RF4 Lease” means any Lease entered into between RF4 and YCG;

“Scottish Security Documents” means the Bond and Floating Charges and the Share Pledges;

“Secured Obligations” means the Security Trustee Indebtedness, the Senior Indebtedness, the Hedge Counterparty Indebtedness, the Lessor Debt and the Crosby Liabilities;

“Security Documents” means this Debenture, the Deed of Subordination, the Pledge and Security Agreements, the Telewest Loan Assignment, the Reimbursement Agreement, the Scottish Security Documents, the Share Charge, the Jersey Share Pledges, the BBC JV Security Trustee’s Undertaking, the UK Gold JV Security Trustee’s Undertaking, any Supplemental Deed, the Intercreditor Deed, the Barclays Intercreditor Agreement, the TINTA Inter-Creditor Deed and all other mortgages, charges, guarantees, indemnities and other instruments from time to time entered into in favour of the Agent, the Security Trustee and/or the Lenders by way of guarantee or other similar assurance of and/or security for amounts owed to any of the Beneficiaries;

“Security Trustee” means CIBC World Markets plc and/or such other person as may be appointed as security trustee pursuant to any Security Document (as the context requires);

Security Trustee Indebtedness” means the amounts referred to in the definition of First Beneficiary;

“Security Trustee Security Documents” means the Original Security Trustee Security Documents, each deed of accession which relates to the Intercreditor Deed and all other mortgages, charges, guarantees, inter-creditor deeds and other instruments from time to time entered into in favour of the Security Trustee by way of guarantee or other assurance and/or security for or (in the case of inter-creditor agreements or deeds) or otherwise in relation to the Secured Obligations provided that the Collateral Account Security Assignments shall not be Security Trustee Security Documents;

“Senior Documents” means the Agreement and the Security Trustee Security Documents;

“Senior Indebtedness” means all Indebtedness covenanted to be paid or discharged by all or any of the Chargors to all or any of the Finance Parties under the Senior Documents;

“Share Charge” means the first ranking share charge dated 16 March 2001 entered into by

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

Telewest in favour of the Security Trustee over its shares in TCN;

“Share Pledges” means the first ranking share pledges dated 16 March 2001 entered into by certain Original Charging Subsidiaries over the shares in those members of the TCN Group incorporated in Scotland (other than those which are Original Non-Charging Subsidiaries);

“Sterling Amount” means:

(a) in respect of Contributions and undrawn Commitments expressed in Sterling, the amount thereof; and

(b) in respect of Contributions and undrawn Commitments not expressed in Sterling, the Sterling equivalent thereof calculated using the Agent’s spot rate of exchange on the date which is two Banking Days before the date of the Agreement (or if the Contribution or undrawn Commitment in respect of a Facilities D Lender Accession Agreement, the date thereof);

“Subordinated Debt” means, at any relevant time, all Indebtedness of the TCN Entities owed to a Restricted Person who has entered into a Deed of Subordination;

“Subsidiary” of a person means (a) any company or entity directly or indirectly controlled by such person (for which purpose “control” means either ownership of more than 50 per cent. of the voting share capital (or equivalent right of more than 50 per cent. of the voting share capital (or equivalent right of ownership) of such company or entity or power to direct its policies and management whether by contract or otherwise or the right to receive more than 50 per cent. of any distributions (of whatever nature) made in respect of the share capital or other ownership interests of such company or entity) and (b) (for the purpose only of the preparation of the financial statements and the quarterly management accounts to be prepared pursuant to the terms of the Agreement) in the case of a company incorporated in England and Wales or Scotland, a Subsidiary Undertaking;

“Subsidiary Undertaking” has the meaning given to such term in section 258 Companies Act 1985;

“Super Majority Lenders” means Lenders the aggregate of the Sterling Amount of whose Contributions and undrawn Commitments at any relevant time exceeds 95 per cent of the aggregate of the Sterling Amount of the Outstandings and undrawn Total Commitments;

“Supplemental Deed” means a deed supplemental to the Agreement, the Debenture and certain of the other Security Documents executed, inter alias, by a member of the TCN Group in the form of schedule 4 to the Debenture or in such other form as is agreed between the Agent and TCN whereby such member of the TCN Group becomes a party to the Agreement and any relevant Security Document as a Charging Subsidiary or Charging Partnership, as the case may be;

“TCC” means The Cable Corporation Limited (Company no. 2075227);

“TCN” means Telewest Communications Networks Limited (Company no. 3071086);

“TCN Entities” means TCN, each Original Charging Subsidiary and each Original Charging Partnership together with any Original Non-Charging Subsidiary which is or becomes a party to the Agreement and the relevant Security Documents pursuant to the terms of the Agreement and any other company or partnership which is or becomes a party to the Agreement and the

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

relevant Security Documents pursuant to the terms of the Agreement;

"TCN Group" means TCN, all its Subsidiaries and all its Associated Partnerships from time to time;

"Telewest" means Telewest Communications plc (No. 2983307);

"Telewest Group" means Telewest, all its Subsidiaries and all its Associated Partnerships;

"Telewest Loan Assignment" means the first ranking assignment by way of security dated 16 March 2001 entered into by Telewest of Telewest's rights in and to the Subordinated Debt;

"Ten Year Leases" means the three agreements so entitled dated 24 December 1996 between YCG and each Lessor and the agreement so entitled dated 26 February 1996 between TCC and NatWest Specialist Finance Limited (as amended prior to the date of the Intercreditor Deed);

"TINTA Intercreditor Deed" means the agreement entered into between Tele-Communications International, Inc. and Flextech Digital Broadcasting Limited the Security Trustee and the BBC Joint Venture;

"Total Commitments" means at any relevant time the aggregate of all the Facility A Total Commitments, the Facility B Total Commitments; the Facility C Total Commitments and the Facility D Total Commitments at such time;

"Twelve Year Leases" means the three agreements so entitled dated 24 December 1996 between YCG and each Lessor and the agreement so entitled dated 26 February 1996 between TCC and NatWest Specialist Finance Limited (as amended prior to the date of this Deed);

"UK Agent" means CIBC World Markets plc of Cottons Centre, Cottons Lane, London SE1 2QL in its capacity as agent under or in connection with Facility A, Facility B, Facility C, Facility D2 and Facility D3 or such other person as may be appointed as UK Agent pursuant to the Agreement;

"UK Gold Existing Loan Stock" means the floating rate redeemable unsecured loan stock issued by UK Gold in a principal amount of £12,517,089 to Cox Programming Limited (now Flextech Satellite Investments Limited) and in a principal amount of £8,942,663 to UAI;

"UK Gold Joint Venture" means UK Gold Holdings Limited (company registration number 3298738) whose registered office is at 4th Floor, The Quadrangle, Imperial Square, Cheltenham, Gloucestershire, GL50 1YX;

"UK Gold JV Agreement" means the subscription and shareholders agreement entered into between Flextech Limited (formerly Flextech Plc), UAI, BBC Worldwide Limited and the UK Gold Joint Venture;

"UK Gold JV Security Trustee's Undertaking" means the agreement entered into or to be entered into between the Security Trustee, BBC Worldwide Limited and Cheltrading 283 Limited;

"UK Gold JV Loan Stock" means the UK Gold JV Purchase Loan Stocks, the UK Gold Option Loan Stock and the UK Gold JV Funding Loan Stock;

"UK Gold JV Management Services Agreement" means the management services agreement

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

entered into between Flextech Television Limited, Flextech Limited (formerly Flextech plc), the UK Gold Joint Venture and UK Gold Broadcasting Limited;

“UK Living Existing Loan Stock” means the floating rate redeemable unsecured loan stock issued by UK Living in a principal amount of £8,271,047 to UAI, in a principal amount of £11,579,450.63 to Cox Programming Limited ((now Flextech Satellite Investments Limited) and transferred to Flextech IVS Limited and then subsequently transferred to UAI).

“US Agent” means Canadian Imperial Bank of Commerce in its capacity as agent under or in connection with Facility D1 or such other person who may be appointed as US Agent pursuant to the Agreement;

“US Borrower” means Telewest Finance Corporation, a Delaware corporation whose principal office is at Corporation Trust Center, 1209 Orange Street, City of Washington, County of Newcastle, State of Delaware;

“YCG” means The Yorkshire Cable Group Limited (registered number 2782818).

Clause 1.2 of the Debenture provides that the expressions “Agent”, “Beneficiaries”, “Chargor”, “Lead Arrangers”, “Lenders”, “Original Charging Subsidiary”, “Original Charging Partnership”, “Security Trustee”, “TCN” and “TCN Entity” include, where the context admits, their respective successors, permitted assigns and, in the case of the Lenders, their assignees and substitutes and, in the case of the Security Trustee, such other person as may from time to time be appointed as Security Trustee for the Beneficiaries pursuant to the provisions of the Intercreditor Deed and, in the case of the Agent, such other person as may be appointed as Agent pursuant to the provisions of the Agreement.

Clause 1.5 of the Debenture provides that in the Debenture, unless the context otherwise requires:

(a) reference to (or to any specified provision of) the Debenture or any other document shall be construed as references to the Debenture, that provision or that document as in force for the time being and as from time to time amended, supplemented, varied, extended, restated, replaced or novated in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of any Security Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Agent, the Security Trustee, all of the Lenders, the Majority Bank Lenders, the Majority Lenders, the Majority Institutional Lenders, the Super Majority Lenders or all or any of the other Beneficiaries (as the case may be);

(b) references to a “regulation” include any present or future regulation, rule, directive, requirement, request or guideline (whether or not having the force of law) of any agency, authority, central bank or government department or any self regulatory or other national or supra-national authority;

(c) words importing the plural shall include the singular and vice versa;

(d) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof and that person’s successors in title;

(e) references to a “guarantee” include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a

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

consequence of a default by any other person to pay any Indebtedness and "guaranteed" shall be construed accordingly; and

(f) references to any enactment shall be deemed to include references to such enactment as re enacted, amended or extended.

Amount secured by the mortgage or charge

(a) all amounts payable to CIBC World Markets plc as Security Trustee to the extent only of the amounts payable to the Security Trustee (for its own account) pursuant to the Agreement or any of the Security Trustee Security Documents in relation to the period up to and including its retirement as Security Trustee pursuant to the provisions of the Intercreditor Deed and all amounts payable to any other person who may be appointed as Security Trustee pursuant to the provisions of the Intercreditor Deed to the extent only of the amounts payable to the Security Trustee (for its own account) pursuant to the Agreement or any of the Security Trustee Security Documents in relation to the period up to and including its retirement as Security Trustee pursuant to the provisions of the Intercreditor Deed;

(b) all Indebtedness covenanted to be paid or discharged by all or any of the Chargors to all or any of the Finance Parties under the Senior Documents;

(c) all Indebtedness covenanted to be paid or discharged by all or any of the Chargors to the Hedge Counterparties under the Hedging Arrangements;

(d) all Indebtedness of the Lessees to the Lessors (or any of them) under the Lease Documents; and

(e) all financial obligations due to Crosby under the Crosby Documents.

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

CIBC World Markets plc (in its capacity as Security Trustee for the Beneficiaries) whose office is at Cottons Centre, Cottons Lane, London SE1 2QL

Short particulars of all the property mortgaged or charged

By clause 3.1 of the Debenture the Company with full title guarantee charges to the Security Trustee by way of first fixed equitable charge, as a continuing security for the payment and discharge of the Secured Obligations, its right, title and/or interest in all stocks and shares whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) of the Company in any TCN Entity or any Joint Venture, both present and future, from time to time owned by the Company or in which the Company may from time to time have any right, title or interest, (but excluding partnership interests in the Original Charging Partnerships that are organised in one of the United States of America to the extent that such interests are subject to a valid and binding Pledge and Security Agreement), including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise and without limiting the foregoing pledges to the Security Trustee for the benefit of the Beneficiaries as a continuing security, a lien on and a security interest in its rights, title and/or interest in the shares of the US Borrower owned by it and the proceeds thereof;

Short particulars of all the property mortgaged or charged

By clause 3.2 of the Debenture the Company assigns absolutely by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee:

- (i) all the Company's present and future rights, title, benefit and interest in and under the Loan Stock from time to time;
- (ii) all the Company's present and future rights, title, benefit and interests in and to all amounts payable to it, including without limitation management fees, arising under the BBC JV Management Services Agreement and the UK Gold JV Management Services Agreement;
- (iii). all the Company's present and future rights, title, benefit and interest in and to amounts payable to it under the BBC JV Agreement, the UK Gold JV Agreement and any other subscription and shareholder agreement entered into in relation to a Joint Venture, including (but not limited to) all amounts payable under clauses 19 and 20 of the BBC JV Agreement and clauses 19 and 20 of the UK Gold JV Agreement; and
- (iv). all the Company's present and future rights, title, benefit and interest in and under the Intercompany Loan Agreement.

By clause 3.3 of the Debenture the Company with full title guarantee charges to the Security Trustee by way of first floating charge and as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of fixed charge or assigned pursuant to clause 3.1, and to the extent relevant 3.2 of the Debenture or otherwise pursuant to the Debenture and including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland Provided that, for the avoidance of doubt, the floating charge shall not attach to any plant or machinery, or any interest therein, which is the subject of a lease where the title thereto vests in the relevant lessor and not the Company.

By clause 12.1.1 of the Agreement, the Company undertakes with each of the Finance Parties from the date of the Agreement and so long as any monies are owing under the Agreement or any of the Commitments of the Lenders under the Agreement remain outstanding that, without the prior written consent of the Agent acting on the instructions of the Majority Lenders it will not permit any Encumbrance (other than Permitted Encumbrances) to subsist, arise or be created or extended over all or any part of its present or future undertaking, assets, rights or revenues to secure or prefer any present or future Indebtedness of any person.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Norton Rose

Date

21/03/01

On behalf of ~~mortgagee~~/chargee

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02460325

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE MADE BETWEEN (1) TELEWEST COMMUNICATIONS NETWORKS LIMITED, (2) THE ORIGINAL CHARGING SUBSIDIARIES, (3) THE ORIGINAL CHARGING PARTNERSHIPS AND (4) TELEWEST FINANCE CORPORATION (THE "US "BORROWER") 5). CIBC WORLD MARKETS PLC IN ITS CAPACITY AS SECURITY TRUSTEE ISSUED BY THE COMPANY. DATED THE 16th MARCH 2001 AND CREATED BY MIDDLESEX CABLE LIMITED FOR SECURING a). ALL AMOUNTS PAYABLE TO CIBC WORLD MARKETS PLC AS SECURITY TRUSTEE TO THE EXTENT ONLY OF THE AMOUNT PAYABLE TO THE SECURITY TRUSTEE (FOR ITS OWN ACCOUNT) PURSUANT TO THE AGREEMENT OR ANY OF THE SECURITY TRUSTEE SECURITY DOCUMENTS IN RELATION TO THE PERIOD UP TO AND INCLUDING ITS RETIREMENT AS SECURITY TRUSTEE PURSUANT TO THE PROVISIONS OF THE INTERCREDITOR DEED AND ALL AMOUNTS PAYABLE TO ANY OTHER PERSON WHO MAY BE APPOINTED AS SECURITY TRUSTEE PURSUANT TO THE PROVISIONS OF THE INTERCREDITOR DEED TO THE EXTENT ONLY OF THE AMOUNTS PAYABLE TO THE SECURITY TRUSTEE (FOR ITS OWN ACCOUNT) PURSUANT TO THE AGREEMENT OR ANY OF THE SECURITY TRUSTEE SECURITY DOCUMENTS IN RELATION TO THE PERIOD UP TO AND INCLUDING ITS RETIREMENT AS SECURITY TRUSTEE PURSUANT TO THE PROVISIONS OF THE INTERCREDITOR DEED; (b) ALL INDEBTEDNESS COVENANTED TO BE PAID OR DISCHARGED BY ALL OR ANY OF THE CHARGORS TO ALL OR ANY OF THE FINANCE PARTIES UNDER THE SENIOR DOCUMENTS; (c) ALL INDEBTEDNESS COVENANTED TO BE PAID OR DISCHARGED BY ALL OR ANY OF THE CHARGORS TO THE HEDGE COUNTERPARTIES UNDER THE HEDGING ARRANGEMENTS; (d) ALL INDEBTEDNESS OF THE LESSEES TO THE LESSORS (OR ANY OF THEM) UNDER THE LEASE DOCUMENTS; AND (e) ALL FINANCIAL OBLIGATIONS DUE TO CROSBY UNDER THE CROSBY DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th MARCH 2001.

Handwritten initials 'Rg'.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —