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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



2460325

Name of company

\* MIDDLESEX CABLE LIMITED (the "Company")

Date of creation of the charge

11th March, 1996

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

Debenture (the "Debenture") dated 11th March, 1996 and made between the Company and NatWest Specialist Finance Limited (the "Lessor")

Amount secured by the mortgage or charge

Each and every liability which the Company may on or after 11th March, 1996 have to the Lessor (whether solely or jointly with one or more persons and whether as principal or as surety) under or pursuant to the Operative Documents (including the Debenture) and when due and payable every sum (of principal, interest or otherwise) on or after 11th March, 1996 owing, due or incurred by the Company to the Lessor in respect of any such liabilities (the "Secured Obligations") provided that every payment by the Company of any sum in respect of the liabilities covenanted to be discharged in Clause 2.1 of the Debenture by the Company to or for the account of the Lessor which is made in accordance with the terms of the Operative Document under which such sum is payable to the Lessor shall operate in satisfaction pro tanto of such covenant.

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

NatWest Specialist Finance Limited of 135 Bishopsgate, London

Postcode

EC2M 3UR

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

Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

DX: 145 London

ATS/BF151417/151424/151450

Time critical reference

For official use  
Mortgage Section

Post room



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COMPANIES HOUSE 20/03/96

The Company with full title guarantee:

(i) charges in favour of the Lessor with the payment and discharge of the Secured Obligations by way of fixed charge (which so far as it relates to land in England and Wales vested in the Company as at 11th March 1996 shall be a charge by way of legal mortgage) each of the following, namely:

(a) Land

the Real Property;

(b) Tangible Movable Property

its 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 11th March 1996 become entitled in relation to all moneys on or at any time after 11th March 1996 standing to  
(continued)

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Particulars as to commission allowance or discount (note 3)

NIL

Signed W. J. de L. de L.

Date 19<sup>th</sup> March 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

2460325

Name of Company

MIDDLESEX CABLE LIMITED (the "Company")

~~limited~~

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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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the credit of any bank accounts (including the Charged Accounts, the LC Collateral Account and the Transit Account but excluding the Lessor Collateral Account) together with all rights and claims relating or attaching thereto (including the right to interest);

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(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 11th March, 1996 belonging to the Company;

(f) Licences

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

(g) Property Rights

all rights and claims to which the Company is on or may after 11th March, 1996 become entitled in relation to the Real Property, the Material Real Property and the Tangible Movable Property including those against any manufacturer, supplier or installer of such property, any builder, contractor or professional adviser engaged in relation to any such property and any lessee, sub-lessee or licensee of any of the Real Property and any guarantor or surety for the obligations of such person;

h) Earnings

subject to clause 9.3 of the Debenture, all Earnings on or at any time after 11th March, 1996 due or owing to the Company;

(i) Debts

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

(j) Shares

the shares listed in the Second Schedule of the Debenture;

(k) Investments

all Investments to which the Company is on or may after 11th March, 1996 become entitled (excluding the Charged Shares);

(l) Uncalled Capital

all rights and claims to which the Company is on or may after 11th March, 1996 become entitled in relation to its present and future uncalled capital;

(m) Operative Documents

(continued)

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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

2460325

Name of Company

MIDDLESEX CABLE LIMITED (the "Company")

~~limited~~

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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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all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 11th March, 1996 become entitled under and in relation to each of the Operative Documents to which it is a party;

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(n) Section 238, 239 and 244 orders all rights to which the Company is on or may after 11th March, 1996 become entitled in respect of the proceeds of any order of the court made pursuant to Sections 238(3), 239(3) or 244 of the Insolvency Act 1986;

(o) Insurance Policies

all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 11th March 1996 become entitled under and in relation to each of the Insurance Policies (excluding any directors and officer's liability insurance) (including any proceeds of any such Insurance Policies);

PROVIDED THAT:

(1) unless and until the Company has obtained the consent of the relevant landlord 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 of the Debenture shall not extend to the Company's rights in respect of:

(A) any leasehold property;

(B) any contract; or

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

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

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

(ii) assigns to the Lessor all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 11th March, 1996 become entitled:

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

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## Particulars of a mortgage or charge (continued)

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

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Company Number

2460325

Name of Company

MIDDLESEX CABLE LIMITED (the "Company")

~~limited~~

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inappropriate

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

1

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

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

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

The Company undertakes in the Debenture that at no time during the subsistence of the security constituted by or pursuant to the Debenture will the Company, otherwise than in favour of the Lessor create or permit to subsist any Lien (other than any Lien created with the prior written consent of the Lessor or any Permitted Encumbrance (as defined in the Facility Agreement as at 11th March, 1996 other than paragraph 7 of the Seventh Schedule thereto)) 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 constituted by or pursuant to the Debenture will the Company, except with the prior written consent of the Lessor and except to the extent permitted by Clause 7.3 of the Debenture:

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

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

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

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

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

(e) disposals which constitute the creation of any Lien created with the prior written consent of the Lessor or a Permitted Encumbrance (as defined in the Facility Agreement as at 11th March, 1996 other than paragraph 7 of the Seventh Schedule thereto); or

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

(ii) create or agree to create, any legal or equitable estate or interest in or over, or relating to the enjoyment of, any Material Real Property (other than by or pursuant to the Existing Security) or grant or agree to grant any licence or consent, whether expressly or by

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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

2460325

Name of Company

MIDDLESEX CABLE LIMITED (the "Company")
<del>limited</del>

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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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conduct, for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any lease to which any Material Real Property may from time to time be subject and the Company will procure that no person shall become entitled to assert any proprietary interest or right over any Material Real Property (other than by or pursuant to the Existing Security); or

(iii) exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy or licence of or relating to any Material Real Property or accept or agree to accept a surrender, cancellation, assignment, charge or any other disposal of any lease, tenancy or licence thereof or relating thereto or agree to vary the provisions of any lease, tenancy or licence thereof or relating thereto; or

(iv) allow any person any licence or other right to use, occupy or share possession of all or any part of the Charged Property.

#### Definitions

In this Form 395:

"Account Bank" means National Westminster Bank Plc or such other company in the Lessor's Group with whom the Lessor Collateral Account is maintained from time to time pursuant to Clause 6.5 of the Lease Security Agreement;

"Agreement to Acquire" means the agreement to acquire dated 26th February 1996 between WTL and the Company (as sellers) and the Lessor (as buyer) relating to the Equipment (as defined therein);

"Broadcasting Licences" means the Prescribed Diffusion Licences granted to one or other of the Company and WTL under the Cable and Broadcasting Act 1984 or the licence to provide a licensable programme service granted to WTL under the Broadcasting Act 1990 (details of which are set out in Part 2 of Schedule 5 of the Lease Agreements) including all extensions to such licences and licences issued by way of renewal, replacement or reissue of such licences and "Broadcasting Licence" means any one of them;

"CCEL" means The Cable Corporation Equipment Limited, a company incorporated in England and registered under company number 2116958;

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

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

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

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## Particulars of a mortgage or charge (continued)

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

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Company Number

2460325

Name of Company

MIDDLESEX CABLE LIMITED (the "Company")

~~limited~~\*

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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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"Composite Guarantee" means (a) the composite guarantee dated 26th February 1996 between the Lessee, the Company, WTL, CCEL and the Lessor; and (b) each and every Deed of Accession (as defined in such composite guarantee) to the extent that it relates to such composite guarantee entered into from time to time pursuant to Clause 12 of such composite guarantee;

"Collateral Account Agreement" means the agreement so entitled dated 26th February 1996 between the Lessor, the Lessee and the Account Bank and the term "Collateral Account Agreement" shall include any agreement entered into in replacement for such agreement pursuant to Clause 6.5 of the Lease Security Agreement;

"Collateral Account Security Assignment" means the deed of assignment dated 26th February 1996 between the Lessee and the Lessor relating to the Lessor Collateral Account and the term "Collateral Account Security Assignment" shall include any agreement entered into in replacement for such agreement pursuant to Clause 6.5 of the Lease Security Agreement;

"Debenture" means a fixed and floating charge debenture dated 11th March 1996 and entered into between any one of (1) the Company, WTL, CCEL and the Lessee and (2) the Lessor;

"Debts" means all present and future book and other debts and monetary claims of any nature whatsoever (excluding Earnings), on or at any time after 11th March, 1996 due or owing to the Company;

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

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

"Equipment Mortgage" means the chattel mortgage dated 26th February 1996 given by the Lessor to Robert Fleming & Co. Limited as trustee over the Equipment (as defined in each of the Lease Agreements);

"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;

"Existing Security" means the debenture dated 11th March, 1996 between the Company and Robert Fleming & Co. Limited as trustee;

"Facility Agreement" means the £160,000,000 revolving credit and term facilities agreement dated 26th February 1996 between the Lessee, the Company, WTL, CCEL NatWest Markets (a division of NWB) as arranger, Robert Fleming & Co. Limited as agent and the financial institutions described therein as the Banks;

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## Particulars of a mortgage or charge (continued)

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

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Company Number

2460325

Name of Company

MIDDLESEX CABLE LIMITED (the "Company")

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~~Limited\*~~

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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"Franchise Area" means the areas falling within the red lines on the map attached as Annex B to each Telecommunications Licence listed in Part 1 of Schedule 5 of the Lease Agreements and in respect of which either the Company or WTL is authorised to provide a local delivery service (within the meaning of the Broadcasting Act 1990) by the grant of a Broadcasting Licence;

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

"Holding Company" means any holding company within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989;

"Insurance Policies" means the policies of insurance details of which are set out in the Third Schedule of the Debenture and any other policies of insurance in which the Company may on or after 11th March, 1996 have an interest;

"Intellectual Property" means all letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and rights to apply for them in any part of the world, moral rights, inventions, confidential information, knowhow and rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered, and the benefits of all licences and other rights to use any of the same on or after 11th March, 1996 belonging to the Company;

"Intercreditor Agreement" means the agreement so entitled dated 26th February 1996 between, inter alios, the Lessee, the Company, WTL, CCEL, the financial institutions referred to therein as Banks, Robert Fleming & Co. Limited as agent and trustee, the Lessor and the LC Bank;

"Investments" means stocks, shares, debentures and other securities together with all rights to and relating to stocks, shares, debentures or other securities and any other assets, rights or interests falling within any paragraph in Part I of Schedule 1 to the Financial Services Act 1986 as in force at the date 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;

"LC Bank" means Société Générale and any Acceding LC Bank (as defined in the Intercreditor Agreement);

"LC Collateral Account" means the interest bearing account of the Lessee with the LC Bank and defined as the "Account" in the security deposit agreement dated 26th February 1996 between the Lessee and Société Générale or any replacement account of the Lessee which is the subject of LC Security (as defined in the Intercreditor Agreement);

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

"Lease Security Agreement" means the agreement so entitled dated 26th February 1996 between the Lessor and the Lessee;

"Lessee" means The Cable Corporation Limited, a company incorporated in England and registered under company number 2075227;

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## Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

2460325

Name of Company

MIDDLESEX CABLE LIMITED (the "Company")

Limited\*

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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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"Lessee's Group" means the Lessee and its Subsidiaries from time to time and "member of the Lessee's Group" shall be construed accordingly;

"Lessor Collateral Account" means initially the Sterling account no. 553107 and designated "The Cable Corporation - Lessor Collateral Account" held in the name of the Lessee with National Westminster Bank Plc (Treasury Settlements), sort code: 70-01-19 or, as a result of the operation of any of Clauses 2.4, 2.5 and 7.5 of the Collateral Account Agreement or Clause 6.5 of the Lease Security Agreement, such other Sterling account in the name of the Lessee as is designated the Lessor Collateral Account from time to time;

"Lessor Direct Agreement" means the agreement so entitled dated 26th February 1996 between the Lessee, the Company, WTL, CCEL, Robert Fleming & Co. Limited as agent and trustee and the Lessor;

"Lessor's Group" means National Westminster Bank Plc and its Subsidiaries from time to time and its immediate Holding Company (if any) ("Subsidiary" for this purpose having the meaning given by Section 735 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989) and "member of the Lessor's Group" shall be construed accordingly;

"Letter of Credit" means the irrevocable standby letter of credit issued or to be issued by the LC Bank in the form set out in Schedule 6 of the Lease Security Agreement;

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

"Licence Holders" means, at any time, each of the Company and WTL which has at that time, in relation to a Franchise Area (i) a Broadcasting Licence and (ii) a Telecommunications Licence, in each case, for that Franchise Area and "Licence Holder" means either of them;

"Lien" means any mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect;

"Material Real Property" means:

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

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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

2460325

Name of Company

MIDDLESEX CABLE LIMITED (the "Company")

limited\*

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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)

Please complete  
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"Obligors" means the Lessee, the Company, WTL, CCEL, each member of the Lessee's Group which becomes an Obligor in accordance with Clause 12 of the Composite Guarantee and any other member of the Lessee's Group which has entered into any debenture in the same form as the Debenture with such changes as may be approved by the Lessor, pursuant to the terms of the Composite Guarantee;

"Operative Documents" means the Lease Agreements, the Agreement to Acquire, the Collateral Account Agreement, the Lessor Direct Agreement, the Lease Security Agreement, the Equipment Mortgage, the Sales Proceeds Account Assignment and the Security Documents and each and every letter, agreement, document or instrument dated 26th February 1996 between a member of the Lessee's Group and any of the other parties to any of the foregoing or given by or to any member of the Lessee's Group to or from any other party to any of them and any other letter, agreement, document or instrument from time to time entered into or issued by a member of the Lessee's Group pursuant to any of the foregoing or designated as such by the Lessor and the Lessee;

"Real Property" means all estates and other interests in freehold, leasehold and other immovable property wheresoever situate on or at any time after 11th March 1996 belonging to the Company (including the registered and unregistered land, if any, in England and Wales of which the Company is the registered proprietor or owner specified or referred to in the First Schedule of the Debenture) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property together with all rights, easements and privileges appurtenant to, or benefiting, the same;

"Sale Proceeds Account" means the account of the Lessor with National Westminster Bank Plc at its branch at 15 Bishopsgate London EC2P 2AP, sort code 50-00-00, account number 95428259, designated "NatWest Specialist Finance Limited re The Cable Corporation - Sale Proceeds Account";

"Sale Proceeds Account Assignment" means the assignment by way of security dated 26th February 1996 given by the Lessor to Robert Fleming & Co. Limited as trustee in respect of the Sale Proceeds Account;

(continued)

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

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

CHA 116

Please complete  
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in black type, or  
bold block lettering

Company Number

2460325

Name of Company

MIDDLESEX CABLE LIMITED (the "Company")
<del>Limited</del> *

\* delete if  
inappropriate

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)

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

"Security Documents" means each Letter of Credit and a side letter thereto dated 26th February 1996 from the Lessor to Société Générale, each Debenture, each debenture in the same form as a Debenture with such changes as may be approved by the Lessor which is entered into pursuant to the terms of the Composite Guarantee, the Composite Guarantee, the Collateral Account Security Assignment, the Intercreditor Agreement, each document or instrument evidencing any alternative security provided pursuant to Clause 8 of the Lease Security Agreement and any other document or instrument on or after 11th March 1996 entered into by any member of the Lessee's Group pursuant to any of the foregoing or evidencing or creating any security in respect of any of the obligations of the Lessee or any other member of the Lessee's Group under or in connection with the Lease Agreements, the Agreement to Acquire, the Lease Security Agreement, the Collateral Account Agreement and the Lessor Direct Agreement or any of the foregoing or designated as such by the Lessor and the Lessee;

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

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

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

"Subsidiary means:-

(a) a subsidiary within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989; and

(b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985;

"Switch Equipment" means the equipment required in order to operate a telephone exchange used to switch telephony messages between the users of a telecommunications network including all computer hardware and software required for that purpose;

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

"Tangible Movable Property" means:

(i) all Headend Equipment;

(ii) all Switch Equipment;

(iii) all wire, cable (including copper and fibre optic cable), tube, pipe or other similar thing (including its casing or coating) which is laid or in the process of being laid by the Company as part of the construction of a System; and

(iv) all proprietary computer software now or hereafter 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;

(continued)

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

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

CHA 116

Please complete  
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in black type, or  
bold block lettering

Company Number

2460325

Name of Company

MIDDLESEX CABLE LIMITED (the "Company")

~~limited~~\*

\* delete if  
inappropriate

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)

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

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

"Ten Year Lease Agreement" means the lease so entitled (including schedules thereto) dated 26th February 1996 between the Lessor (as lessor) and the Lessee (as lessee);

"Transit Account" means the account of the Lessee with Société Générale and which is defined in the security deposit agreement dated on or about 26th February 1996 between the Lessee and Société Générale or any replacement account of the Lessee which is the subject of any LC Security (as defined in the Intercreditor Agreement);

"Twelve Year Lease Agreement" means the lease so entitled (including the schedules thereto) dated 26th February 1996 between the Lessor (as lessor) and the Lessee (as lessee); and

"WTL" means Windsor Television Limited, a company incorporated in England and registered under company number 1745542.

Please complete  
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in black type, or  
bold block lettering

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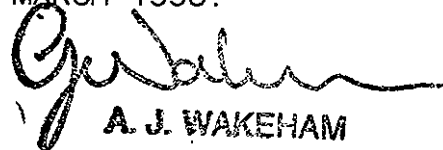
## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02460325

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th MARCH 1996 AND CREATED BY MIDDLESEX CABLE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATWEST SPECIALIST FINANCE LIMITED UNDER OR PURSUANT TO THE OPERATIVE DOCUMENTS (INCLUDING THE DEBENTURE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th MARCH 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd MARCH 1996.

  
A. J. WAKEHAM

for the Registrar of Companies



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

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