



Particulars of a mortgage or charge

395

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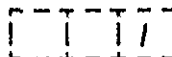
Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf—Note 5)

For official use

Company number



02499321

Name of company

* BRACKNELL CABLE TV LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge

8 December 1994

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

A Guarantee and Debenture (the "Guarantee & Debenture") made between the Company, Cable Television Limited ("CTL"), Swindon Cable Limited ("SCL"), CUC Cablevision (UK) Limited ("CUC"), Cable (See Continuation Sheet No. 1, page 1)

Amount secured by the charge

Each and every liability which the Company may now or hereafter have to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries (and whether solely or jointly with one or more persons and whether as principal or as surety and whether originally incurred by the Company or by some other person) under or pursuant to the Guarantee and Debenture and every sum (of principal, interest or otherwise) now or hereafter owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries in respect of any such liabilities (the "Secured Obligations").

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

The Chase Manhattan Bank, N.A., London Branch (as trustee for the Beneficiaries)

of Woolgate House, Coleman Street

London

Postcode

EC2

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

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ

CAYS09\$4.51

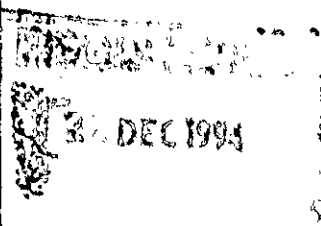
Time critical reference

CAYS/C1427/06746/MJS

For Official Use

Mortgage Section

Post Room



Short particulars of all the property charged

The Company as beneficial owner has charged in favour of the Security Trustee as trustee for the Beneficiaries as security of the payment and discharge of the Secured Obligations:

- (i) by way of first legal mortgage, the Category A Real Property;
- (ii) by way of first fixed equitable charge, all other Real Property;
- (iii) by way of first fixed equitable charge the Company's interest in any insurance taken out by any or all of and the benefit of all guarantees, warranties and representations given or made now or hereafter by any or all of and any rights or remedies against any and all of the architects, designers, builders, contractors, professional advisers, sub-contractors, manufacturers, suppliers or installers of any improvements or Fixtures at any Real Property;

(See Continuation Sheet No. 1 page 4)

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Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance

Date 21st December 1994

On behalf of Clifford Chance [chargee]†

† delete as
appropriate

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.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

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Particulars of a mortgage or charge (continued)

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

Please complete
legibly, preferably
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bold black lettering

Company number

02499321

Name of company

BRACKNELL CABLE TV

Limited*

*delete if
inappropriate

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

Thames Valley Limited ("CTVL"), Northampton Cable Television Limited ("NCTL"), Herts Cable Limited ("HCL"), Berkhamsted Properties & Building Contractors Limited and The Chase Manhattan Bank, N.A., London Branch (the "Security Trustee").

(from page 1)

Definitions:

In this Form 395:

"Agent" means The Chase Manhattan Bank, N.A., London Branch;

"Arranger" means Chase Investment Bank Limited;

"Banks" means the financial institutions named in the First Schedule hereto;

"Beneficiaries" means the Security Trustee, the Agent, the Arranger, the Banks and each other person from time to time party to the Facility Agreement pursuant to an assignment or transfer in accordance with the terms of the Facility Agreement;

"Borrowers" means **TELECENTIAL COMMUNICATIONS (CANADA) LIMITED ("Telecential")** on its own behalf in respect of the obligations contained in Parts 8, 14, 15 and 16 of the Facility Agreement and as managing general partner for and on behalf of Telecential Communications Partnership ("GP1") and Telecential Communications (Bracknell) Partnership ("GP2") and **MAZA LIMITED ("Maza")** on its own behalf in respect of the obligations contained in Parts 8, 14, 15 and 16 of the Facility Agreement and as managing general partner for and on behalf of Telecential Communications (Herts) Partnership ("GP3") and Telecential Communications (Northants) Partnership ("GP4");

"Cable Licences" means the following prescribed diffusion service licences issued under the Cable and Broadcasting Act 1984:

- (i) Licence number PDSL097 issued to HCL;
- (ii) Licence number PDSL008 issued to SCL;
- (iii) Licence number PDSL056 issued to NCTL;
- (iv) Licence number PDSL049 issued to CTL;
- (v) Licence number PDSL118 issued to CTVL; and
- (vi) any local delivery licence issued pursuant to the Broadcasting Act 1990 in replacement, substitution or succession thereto;

"Category A Real Property" means the Real Property numbered 1 in the Second Schedule hereto along with such other Real Property as the Security Trustee shall from time to time stipulate as being Category A Real Property;

"Charged Investments" means all Investments from time to time charged in favour of the Security Trustee by or pursuant to the Guarantee and Debenture;

"Charged Shares" means the Company Shares, all dividends, interest or other moneys paid or payable thereon and all stocks, shares, warrants, securities, rights, moneys or property (and the dividends, interest or income thereon or therefrom) accruing or acquired at any time and from time to time by way of redemption, purchase, bonus, preference, option or otherwise to or in respect of or derived from all or any of the Company Shares or any derivatives thereof;

"Claims" means the book and other debts and monetary claims referred to in paragraphs 1 and 3 above or deriving from the Documents, the Necessary Authorisations, the Intellectual Property Rights, the Insurance Policies, the Charged Investments or the Charged Shares;

"Company Shares" means any shares which may hereafter be registered in the name of, or beneficially owned by, the Company;

(See Continuation Sheet No. 2 page 2)

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

(from page 2)

- (iv) by way of first fixed charge, all the Tangible Movable Property together with all rights and claims to which the Company is now or may hereafter become entitled in relation to the Tangible Movable Property including those against any manufacturer, supplier or installer of such property and any builder, contractor or professional adviser engaged in relation to any such property and any guarantor or surety for the obligations of such person and, to the extent that any of the Tangible Movable Property is now or at any time hereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligations of such person and any other rights and benefits relating thereto;
 - (v) by way of first fixed charge, all rights and claims to which the Company is now or may hereafter become entitled in relation to all monies now or at any time hereafter standing to the credit of any Special Accounts together with all rights and claims relating or attaching thereto (including the right to interest);
 - (vi) by way of first fixed charge, the Intellectual Property Rights;
 - (vii) by way of first fixed charge, all goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Guarantee and Debenture) now or at any time hereafter belonging to the Company;
 - (viii) by way of first fixed charge, all rights and claims to which the Company is now or may hereafter become entitled in relation to its uncalled capital;
 - (ix) by way of first fixed charge, all present and future book and other debts and monetary claims now or at any time hereafter due or owing to the Company and all rights and claims relating thereto including any security or remedies therefor;
 - (x) by way of first fixed charge, all Investments to which the Company is now or may hereafter become entitled;
 - (xi) by way of first fixed charge, to the extent that the same may be the subject of security, all rights of the Company under or in respect of the Documents, Licences, the Environmental Licences, any other Necessary Authorisations and any other agreements relating to the installation, construction and operation of the Project to which the Company is a party or in which the Company has an interest at any relevant time and the right to recover and receive all compensation which may at any time become payable in respect thereof;
 - (xii) by way of first fixed charge, all its right, title, benefit and interest whatsoever present and future in and to all sums from time to time credited to or standing to the credit of the Proceeds Accounts together with all interest earned thereon (whether or not credited to the Proceeds Accounts) or arising out of or in respect of the Proceeds Accounts together with all claims relating or attaching thereto;
 - (xiii) by way of first fixed charge, all rights and claims to which the Company is now or may hereafter become entitled in relation to all monies now or at any time hereafter standing to the credit of any bank accounts opened or maintained with a bank other than the Security Trustee and all rights and claims relating or attaching thereto (including the right to interest);
 - (xiv) by way of first fixed charge, the Insurance Policies to which the Company is now or may hereafter become entitled.
2. The Company as legal owner and/or as beneficial owner, as the case may be, has charged in favour of the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of first fixed charge, the Charged Shares.

(See Continuation Sheet No. 1 page 4)

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Particulars of a mortgage or charge (continued)

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

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

Company number

02499321

Name of company

BRACKNELL CABLE TV

Limited*

*delete if
inappropriate

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

(from Continuation Sheet No. 1 page 2)

Please complete
legibly, preferably in
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block lettering

"Documents" means the agreements listed in the Third Schedule hereto;

"Environmental Laws" means all or any English laws, statutes, regulations, treaties, codes of practice, and judgements of any governmental authority or agency or any regulatory body relating to Environmental Matters applicable to or binding on the Company and/or the Project and/or any other activities from time to time carried on by the Company and/or the occupation or use of any property owned, leased or occupied by the Company and **"Environmental Law"** means any of them;

"Environmental Licence" means any permit, licence, authorisation, consent or other approval required at any time by any Environmental Law (but excluding, for the avoidance of doubt, planning permission, listed building consent and building regulation approvals) in connection with the Project and/or any other activities from time to time carried on by the Company;

"Environmental Matters" means (i) any generation, deposit, disposal, keeping, treatment, transportation, transmission, handling or manufacture of any waste (as defined in the Environmental Protection Act 1990) or any Relevant Substance; (ii) nuisance, noise, defective premises, health and safety at work or elsewhere; and (iii) the pollution, conservation or protection of the environment (both natural and built) or of man or any living organisms supported by the environment (both natural and built);

"Facility Agreement" means the facility agreement dated 8 December 1994 between (1) the Borrowers (2) CUC (3) the Arranger (4) the Agent and (5) the Banks as amended, extended or replaced from time to time;

"Fixtures" means in respect of any or all Real Property (as the context requires) all buildings, erections and structures at any time on or in the course of construction at that Real Property and includes all fixtures, fittings, plant, machinery, equipment, installations and apparatus now and from time to time in or on or belonging to the Real Property or affixed to that Real Property for or in connection with the Project;

"Franchise Areas" means the areas edged with a red line on the map forming annex C to each of the Telecommunications Act Licences in which each of the Licenceholders have been granted certain rights and obligations under such licences;

"Insurance Policies" means the policies of insurance details of which are set out in the Fourth Schedule hereto and any other policies of insurance in which the Company may now or hereafter have an interest;

"Intellectual Property Rights" means any patent, trade mark, service mark, registered design, trade name or copyright required to carry on the business of constructing, maintaining, using or operating cable television and telecommunications systems in the Franchise Areas;

"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 hereof 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 but excluding:

- (i) any interest rate hedging arrangements contemplated by the Facility Agreement to the extent that such arrangements would fall within this definition; and
- (ii) debt securities having not more than 90 days to final maturity and rated P1 (Moody's) or A1 (Standard and Poor's);

"Licenceholders" means CTVL, CTL, SCL, HCL and NCTL;

"Licences" means the Telecommunications Act Licences and the Cable Licences together with any other licences required for the construction, maintenance, use and operation of the Project (including but not limited to licences granted under the Wireless Telegraphy Acts 1949 to 1967);

(See Continuation Sheet No. 3 page 2)

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

(from Continuation Sheet No. 1 page 4)

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bold block lettering

3. The Company as beneficial owner has assigned to the Security Trustee as trustee for the Beneficiaries all the Company's right, title and interest in and to:
- (i) the proceeds of any of the Insurance Policies to which the Company is now or may hereafter become entitled which are not charged elsewhere in the Guarantee and Debenture;
 - (ii) all rights to which the Company is now or may hereafter 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.
4. The Company as beneficial owner has charged in favour of the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, other than any assets for the time being effectively charged to the Security Trustee by way of fixed charge or effectively assigned (whether at law or in equity) to the Security Trustee or otherwise subject to an effective fixed security in favour of the Security Trustee.

The Guarantee and Debenture also contains a covenant for Perfection of Security and Further Assurance, a Negative Pledge and a power on the part of the Security Trustee to appoint a Receiver.

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Particulars of a mortgage or charge (continued)

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

Please complete
legibly, preferably
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bold block lettering

Company number

02499321

Name of company

BRACKNELL CABLE TV

Limited*

*delete if
inappropriate

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

(from Continuation Sheet No. 2 page 2)

Please complete
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"Necessary Authorisations" means all approvals, authorisations and licences from, all rights granted by and all filings, registrations and agreements with any Person including, without limitation, any government or other regulatory authority (including, without limitation, the Licences and Environmental Licences) necessary for the construction, maintenance and operation of the Project and such other business as may be permitted by the terms of the Facility Agreement;

"Person" means any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

"Proceeds Accounts" means any accounts opened in the name of the Company with a Proceeds Accounts Bank as may be stipulated by the Security Trustee after consultation with the Company to become a Proceeds Account and subject to the terms of the Guarantee and Debenture;

"Proceeds Accounts Bank" means each of Midland Bank PLC, Lloyds Bank PLC, Barclays Bank PLC, National Westminster Bank PLC or such other bank who may open Proceeds Accounts in the name of the Company;

"Project" means the business of the design, construction, maintenance, use, marketing, operation and administration of the System;

"Real Property" means all estates and other interests in freehold, leasehold and other immovable property wheresoever situate now or hereafter belonging to the Company (including the unregistered land in England and Wales of which the Company is the registered proprietor or owner specified or referred to at number 2 of the Second Schedule hereto) and all Fixtures thereon (other than, in the case of leasehold property, landlords' fixtures and fittings) from time to time on any such freehold, leasehold and other immovable property and any reference herein shall include all or any part thereof;

"Relevant Substance" means any substance whatsoever utilised or present within the Project (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) which is capable of causing harm to man or any other living organism supported by the environment (both natural and built), or damaging the environment (both natural and built) or public health or welfare;

"Special Accounts" means such separate and denominated account or accounts with the Security Trustee or such other bank or banks as may from time to time be specified in writing by the Security Trustee as the account or accounts into which the proceeds of the getting in or the realisation of the Claims are to be paid;

"System" means the cable, fixed wire, wireless and other telecommunications systems installed or to be installed and operated by any member of the Telecential Group in the Franchise Areas;

"Tangible Movable Property" means all plant, machinery, computers, office or other equipment and all other chattels now or at any time hereafter owned by the Company (excluding any of the same for the time being forming part of its stock in trade or work in progress);

"Telecential Group" means Telecential, Maza, CUC, each of their respective subsidiaries, GP1, GP2, GP3 and GP4;

"Telecommunications Act Licences" means the following licences granted under Section 7 of the Telecommunications Act 1984:

- (i) a licence granted to CTL in respect of Northampton Franchise Area, on 4th September 1990;
- (ii) a licence granted to NCTL in respect of North East Northamptonshire Franchise Area, on 27th March 1991;
- (iii) a licence granted to SCL in respect of Swindon Franchise Area, on 31st December 1986;

(See Continuation Sheet No. 4 page 2)

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

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Particulars of a mortgage or charge (continued)

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

Please complete
legibly, preferably
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bold black lettering

Company number

02499321

Name of company

BRACKNELL CABLE TV

Limited*

*delete if
inappropriate

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

(from Continuation Sheet No. 3 page 2)

- (iv) a licence granted to CTVL in respect of Thames Valley Franchise Area on 2nd November 1990;
- (v) a licence granted to HCL in respect of West Hertfordshire Franchise Area on 13th August 1990; and
- (vi) any licence granted under such Act in replacement, substitution or succession thereto

Please complete
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block lettering**THE FIRST SCHEDULE**

The Chase Manhattan Bank, N.A.
 Meespierson N.V.
 Samuel Montagu & Co. Limited
 De Nationale Investeringsbank N.V.
 Banque Paribas
 Bank of Montreal
 The Fuji Bank, Limited
 The Royal Bank of Scotland plc
 ABN Amro Bank N.V.
 The British Linen Bank Limited
 The Mitsubishi Trust and Banking Corporation
 Midland Bank plc
 NM Rothschild & Sons Limited
 Royal Bank of Canada Europe Limited

THE SECOND SCHEDULE

No.	Address	Proprietor/ Chargor	Registered or Unregistered	Title Number or Lease Details if Unregistered
1	Land as Foxhill Junior School Pond Moor Road Bracknell, Berks	Bracknell Cable TV Limited	Unregistered	Lease dated 27.11.86 between (1) Berkshire County Council and (2) British Telecommunications Plc
2	Part Ground Floor, John Scott House Market Street Bracknell, Berks	Bracknell Cable TV Limited	Unregistered	Lease dated 27.2.85 between (1) Commission for New Towns (2) Image Electronics Limited and (3) Donald Carl Fechner

THE THIRD SCHEDULE

1. The development and operator agreement dated 30 August 1991, as amended, between the Company and GP2 delegating the obligations of the Company.
2. Any other material agreement from time to time entered into by the Company in respect of the Project or under which the Company acquires rights and/or assumes obligations in respect of the Project and which the Agent reasonably determines is material and designates a project document by notice in writing to the Borrowers.

(See Continuation Sheet No. 5 page 2)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 5
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Company number

02499321

Name of company

BRACKNELL CABLE TV

Limited*

*delete if
inappropriate

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

(from Continuation Sheet No. 8 page 2)

Please complete
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THE FOURTH SCHEDULE

Insured : CUC Cablevision (UK) Limited t/a Telecentral Communications and/or associated and/or subsidiary companies

Policy No : 35297363

Insurer : Chubb Insurance Company of Europe

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

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02499321

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 8th DECEMBER 1994 AND CREATED BY BRACKNELL CABLE TV LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO THE CHASE MANHATTAN BANK N.A. LONDON BRANCH, AS TRUSTEE FOR THE BENEFICIARIES UNDER THE TERMS OF THE GUARANTEE AND DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd DECEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 1995.

A handwritten signature in dark ink, appearing to read 'P. Davies'.

PHIL DAVIES
for the Registrar of Companies



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

HC026B