

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

RBOS £1300 X 130
221650
395

Please do not write
in this margin

CHA 267

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

To the Registrar of Companies

For official use

Company number

2804553

Name of company

* Filegale Limited (the "Company")

* insert full name
of company

Date of creation of the charge

20 May 1999

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

GUARANTEE AND DEBENTURE dated 20 May 1999 (the "Debenture") and made between (1) Telewest Communications Networks Limited, (2) the Original Charging Subsidiaries, (3) the Original Charging Partnerships and (4) CIBC World Markets plc in its capacity as Security Trustee.

In the Debenture:

"Additional Borrower" means Birmingham Cable Limited (Company no. 2244565) and/or General Cable Holdings Limited (Company no. 2798236), in either case if it has acceded to the Agreement as a borrower;

"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 24th 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 30th June 1997, a Second Amendment and Restatement

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

MDI/ADBB/Z941723/FL.395

Time critical reference

For official Use
Mortgage Section

Post room



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

Agreement dated on or about 31st December 1997, a Deed of Accession dated 31st December 1997, a Third Amendment Agreement dated 8 April 1998 and a Consent and Amendment Agreement dated 25th August 1998;

"Agent" means CIBC World Markets plc of Cottons Centre, Cottons Lane, London SE1 2QL or such other person as may be appointed agent for the Banks pursuant to the Agreement;

"Agreement" means the agreement in relation to £1,500,000,000 facilities dated 17 May 1999 and made between TCN (1), the companies whose respective registered names and registered numbers are set out in part A of schedule 1 thereto (2), the partnerships whose respective names and principal places of business are set out in part C of schedule 1 thereto (3), the Lead Arrangers (4), the Banks (5), the Agent (6) and the Security Trustee (7);

"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;

"Assigned Accounts" means each of (a) the account with National Westminster Bank Plc, Bradford City Centre Branch, sort code 56-00-36, account number 42228697 in the name of The Yorkshire Cable Group Limited and (b) the account with National Westminster Bank Plc, Langley, Berks. Branch, sort code 53-61-58, account number 12640492 in the name of The Cable Corporation 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 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;

"Banks" means the banks and financial institutions listed in part D of schedule 1 to the Agreement (being at the date of the Agreement the Bank of New York, CIBC World Markets plc, The Chase Manhattan Bank, The Toronto Dominion Bank, ABN AMRO Bank N.V., Bank of America NT & SA, Barclays Bank Plc, Deutsche Bank AG London, Paribas, The Royal Bank of Scotland plc, Banque Nationale de Paris, Citibank NA, Crédit Agricole Indosuez, Dresdner Bank AG, The Fuji Bank Limited, Lloyds Bank Plc, National Westminster Bank plc, Sumitomo Bank, Limited, Westdeutsche Landesbank Girozentrale, MeesPierson NV, The Dai-ichi Kangyo Bank, Ltd.) and includes their successors in title, assignees and substitutes;

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

"Barclays Intercreditor Agreement" means the intercreditor agreement dated 17 May 1999 between Yorkshire Cable Communications Limited, Sheffield Cable Communications Limited, Yorkshire Cable Properties Limited, Barclays Bank Plc and the Security Trustee;

"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 20 May 1999 entered into by each Original Charging Subsidiary which is incorporated in Scotland in favour of the Security Trustee;

"Borrower" means TCN and any Additional Borrower;

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

"Charge on Cash Deposit" means the charge on cash deposit dated 25 May 1995 between General Cable, Crosby and Robert Fleming & Co. Limited;

"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, each of the Original Charging Subsidiaries, each of the Original Charging Partnerships and each other Subsidiary or Associated Partnership (if any) of TCN which becomes a party to the Debenture pursuant to a Supplemental Deed;

"Collateral Account Agreement" means in relation to any Lease, the agreement so entitled dated 18 May 1999 between (1) the Lessee as depositor, (2) the Lessor and (3) the account bank referred to therein;

"Collateral Account Security Assignments" mean the agreement so entitled between TCC and Lloyds (Nimrod) Specialist Finance Limited dated 18 May 1999 and the three agreements so entitled between YCG and each Lessor each dated 18 May 1999;

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

"Contribution" means, in relation to a Bank, the principal amount of the Loan owing to such Bank at any 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

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

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 entered into between Telewest and the Security Trustee pursuant to the terms of the Agreement substantially in the form of schedule 7 to the Agreement or on terms having substantially the same commercial effect as the form of schedule 7 to 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);

“Equipment Mortgages” means each of (a) the equipment mortgage (in respect of equipment leased to YCG) dated 20 May 1999 entered into by Lloyds (Nimrod) Specialist Finance Limited in favour of the Security Trustee, (b) the equipment mortgage (in respect of equipment leased to TCC) dated 20 May 1999 entered into by Lloyds (Nimrod) Specialist Finance Limited in favour of the Security Trustee, (c) the equipment mortgage dated 20 May 1999 entered into by Robert Fleming Leasing (Number 4) Limited in favour of the Security Trustee and (d) the equipment mortgage dated 20 May 1999 entered into by Lombard Commercial Limited in favour of the Security Trustee;

“Facility A Commitment” means, in relation to a Bank, the amount set opposite its name in column 1 of part D 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 Total Commitments” means the aggregate for the time being of the Facility A Commitments being £300,000,000 at the date of the Agreement;

“Facility B Commitment” means, in relation to a Bank, the amount set opposite its name in column 2 of part D 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 Total Commitments” means the aggregate for the time being of the Facility B Commitments being £900,000,000 at the date of the Agreement;

“Facility C Commitment” means, in relation to a Bank, the amount set opposite its name in column 3 of part D 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 Total Commitments” means the aggregate for the time being of the Facility C Commitments being £300,000,000 at the date of the Agreement;

“Finance Parties” means the Agent, the Lead Arrangers, the Banks and the Security Trustee;

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

"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 Agreement" means any agreement entered into or to be entered into between a Chargor and a Hedge Counterparty in connection with Hedging Arrangements;

"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 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 Bank (or an Affiliate of a Bank);

"Hedging Arrangements" means any interest rate protection arrangements (whether by way of interest rate 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 18 May 1999 between TCN, Telewest, the Original Charging Subsidiaries, the Original Charging Partnerships, the financial institutions described therein as banks, 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;

"Jersey Share Pledge" means the first ranking share pledge dated 20 May 1999 entered into by Birmingham Cable Limited (Company no. 2244565) over its shares in BCFL;

"Lead Arrangers" means Chase Manhattan plc of 125 London Wall, London EC2Y 5AJ, CIBC World Markets plc of Cottons Centre, Cottons Lane, London SE1 2QL, The Bank of New York of One Canada Square, London E14 5AL and Toronto-Dominion Bank Europe Limited of Triton Court, 14/18 Finsbury Square, London EC2A 1DB;

"Leases" means each Ten Year Lease and each Twelve Year Lease;

"Lease Documents" means:

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

- (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 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

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

(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;

"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;

"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 Banks under the Agreement at any relevant time;

"Majority Banks" means Banks the aggregate of whose Contributions at any relevant time exceeds 66 $\frac{2}{3}$ per cent. of the Loan or, if no advance is then outstanding under the Loan Agreement, the aggregate of whose Commitments exceeds 66 $\frac{2}{3}$ per cent. of the 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 Telewest Communications Group Limited, Telewest Communications Cable Limited, Telewest Communications Holdings Limited, Telewest Parliamentary Holdings Limited, Theseus No. 1 Limited, Theseus No. 2 Limited, Telewest Communications (Cotswolds) Limited, Telewest Communications (North East) Limited, Telewest Communications (South East) Limited, Telewest Communications (South Thames Estuary) Limited, Telewest Communications (Tyneside) Limited, Telewest Communications (Midlands and North West) Limited, Southwestern Bell International Holdings Limited, Telewest Communications (Midlands) Limited, Telewest Communications (North West) Limited, Telewest Communications (Wigan) Limited, Telewest Communications (Central Lancashire) Limited, Telewest Communications (Liverpool) Limited, Telewest

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

Communications (St. Helens & Knowsley) Limited, Telewest Communications (London South) Limited, Telewest Communications (South West) Limited, Telewest Communications (Dundee & Perth) Limited, Telewest Communications (Motherwell) Limited, Telewest Communications (Scotland) Limited, Telewest Communications (Scotland Holdings) Limited, Birmingham Cable Corporation Limited, Birmingham Cable Limited, Central Cable Holdings Limited, General Cable Limited, General Cable Holdings Limited, The Cable Corporation Limited, Windsor Television Limited, Middlesex Cable Limited, Yorkshire Cable Group Limited, Sheffield Cable Communications Limited, Yorkshire Cable Communications Limited, Yorkshire Cable Limited, Filegale Limited, Imminus Limited, General Cable Group Limited, Birmingham Cable Finance Limited, General Cable Investments Limited, Crystal Palace Radio Limited, Avon Cable Investments Limited and Yorkshire Cable Properties Limited.

“Original Non-Charging Subsidiaries” means The Cable Equipment Store Limited, Telewest Communications (Nominees) Limited, Telewest Communications (Telford) Limited, Telewest Communications (East Lothian & Fife) Limited, Telewest Communications (Glenrothes) Limited, Telewest Communications (Cumbernauld) Limited, Telewest Communications (Dumbarton) Limited, Telewest Communications (Falkirk) Limited, Telewest Communications (Internet) Limited, Telewest Communications (Southport) Limited, Telewest Communications (Worcester) Limited, Cable Adnet Limited, Telewest Communications (Taunton & Bridgewater) Limited, Telewest Communications Services Limited, The Cable Corporation Equipment Limited, Barnsley Cable Communications Limited, Bradford Cable Communications Limited, Doncaster Cable Communications Limited, Doncaster Cable Communications Limited, Halifax Cable Communications Limited, Wakefield Cable Communications Limited, Yorkshire Cable Telecom Limited, Yorkshire Cable Finance Limited, General Telecommunications Limited, Chariot Collection Services Limited, European Business Network Limited, Northern Credit Limited, Rotherham Cable Communications Limited, Network 21 Limited, CablePhone Limited, Central Cable Limited, Century 21 Cable Communications Limited, West Midlands Credit Limited, Cable Communications (Telecomm) Limited, Cable Communications Limited, Telewest Communications (Fylde & Wyre) Limited, Telewest Share Trust Limited, Telewest Trustees Limited, Crystalvision Productions Limited, Capital City Cablevision Limited, Edinburgh Cablevision Limited, Hieronymous Limited, Cable Interactive Limited, Cable on Demand Limited, Perth Cable Television Limited, Dundee Cable and Satellite Limited, Cable Guide Limited, Cable Finance Limited, General Cable Programming Limited, Central Cable Sales Limited, Cable Internet Limited, Fastrak Limited, Imminus (Ireland) Limited, Windsor Alarms Limited, Cable Alarms Limited, General Telecommunications International Limited, General Communications International Limited, General Media Communications Limited, General Communications Corporation Limited, Applied Communications Solutions Limited, Sheffield Cable Telecom Limited, Windsor Cable Telecom Limited, Middlesex Cable Telecom Limited, General Cable Communications Limited, Mayfair Way Management Limited, Lewis Reed Debt Recovery Limited, Capital City Cablevision Limited and General Cable Programming 1 Limited.

“Original Security Trustee Security Documents” means the Intercreditor Deed, the Sale Proceeds Account Assignments, the Equipment Mortgages and each of the other Security Documents executed or to be executed pursuant to the terms of the Agreement;

“Permitted Encumbrances” means:

- (a) any Encumbrance arising under the Agreement or under any of the Security Documents;
- (b) any Encumbrance existing at the date of the Agreement and set out in schedule 8 to the

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

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 Encumbrances arising from any finance leases or sale and leaseback arrangements constituting permitted borrowings under the Agreement;

(e) any Encumbrance arising in the ordinary course of business or by operation of law;

(f) any Encumbrance in favour of any bank incurred in relation to any cash management or interest netting arrangements;

(g) rights of set-off arising in the normal course of business;

(h) 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;

(i) 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 Banks in similar terms to any existing priorities arrangement and otherwise in form and substance reasonably satisfactory to the Agent;

(j) 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 paragraph (j) shall cease to be permitted upon the date falling six months after the date the assets or company subject to such Encumbrance were acquired;

(k) any Encumbrance not within paragraphs (a) to (j) 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 20 May 1999 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 20 May 1999 entered into between each of the Original Charging Partnerships and TCN;

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

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

“Sale Proceeds Account Assignments” means each of (a) the two distinct sale proceeds account assignments dated 20 May 1999 entered into by Lloyds (Nimrod) Specialist Finance Limited in favour of the Security Trustee, (b) the sale proceeds account assignment dated 20 May 1999 entered into by Robert Fleming Leasing (Number 4) Limited in favour of the Security Trustee and (c) the sale proceeds account assignment dated 20 May 1999 entered into by Lombard Commercial Limited in favour of the Security Trustee;

“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 the Debenture, the Deed of Subordination, the Pledge and Security Agreements, the Telewest Loan Assignment, the Telewest National Network Licence Assignment, the Reimbursement Agreement, the Scottish Security Documents, the Share Charge, the Jersey Share Pledge, any Supplemental Deed, the Intercreditor Deed, the Barclays Intercreditor Agreement 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 Banks 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;

“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 Charge on Cash Deposit and 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 20 May 1999 entered into by Telewest in favour of the Security Trustee over its shares in TCN;

“Share Pledges” means the first ranking share pledges dated 20 May 1999 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);

“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

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

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;

"Supplemental Deed" means a deed supplemental to the Agreement, the Debenture and certain of the other Security Documents executed, inter alia, by a Subsidiary or Associated Partnership of TCN in the form of schedule 4 to the Debenture or in such other form as is agreed between the Agent and TCN whereby such Subsidiary or Associated Partnership 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 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 20 May 1999 entered into by Telewest of Telewest's rights in and to the Subordinated Debt;

"Telewest National Network Licence" means the public telecommunications operating licence granted by the Secretary of State for Trade and Industry to Telewest under the Telecommunications Act 1984 on 14 January 1997;

"Telewest National Network Licence Assignment" means the first ranking assignment by way of security dated 20 May 1999 entered into by Telewest of Telewest's rights in and to the Telewest National Network Licence;

"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);

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

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

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);

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

Clause 1.2 of the Debenture provides that the expressions "Agent", "Banks", "Beneficiaries", "Chargor", "Lead Arrangers", "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 Banks, 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 the Debenture or the relevant document or otherwise, 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 Banks, the Majority Banks or the 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;

(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 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

Amount secured by the mortgage or charge

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) whose office is at Cottons Centre, Cottons Lane, London SE1 2QL

Short particulars of all the property mortgaged or charged

By clause 3.1(A) of the Debenture the Company with full title guarantee charges to the Security Trustee by way of first fixed charge, as a continuing security for the payment and discharge of the Secured Obligations,

(i) without prejudice to clause 3.1(B) of the Debenture all the Company's right, title and interest in and to all claims to which the Company is at the date of the Debenture or may thereafter become entitled under and in relation to each of the Lease Documents to which it is a party; and

(ii) 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, 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 in respect thereof;

By clause 3.1(B) of the Debenture the Company assigns by way of continuing security for the payment and discharge of the Secured Obligations to the Security Trustee all the Company's right, title and interest in and to all rights and claims to which the Company is at the date of the Debenture or may thereafter become entitled in relation to:

(i) the Assigned Accounts and all sums at the date of the Debenture or thereafter standing to the credit of those accounts together with all interest accrued and accruing thereon and all other rights of the Company in relation to the Assigned Accounts;

(ii) any and all moneys now or thereafter paid or payable to the Company under any of the

Short particulars of all the property mortgaged or charged

Lease Documents (i) by way of rebate of payments of Rental under any Lease (as such term is defined in such Lease) and (ii) arising out of the sale of any Equipment (as defined in the relevant Lease) or any part thereof; and

(iii) subject to clause 3.1(C) of the Debenture, all moneys from time to time paid or payable to the Company and released from any Lessor Collateral Account. (By clause 3.1(C) of the Debenture, the Security Trustee agrees that any monies from time to time paid into any Assigned Account shall be released by it to the relevant Chargor unless the Security Trustee has given a notice withdrawing or amending its instructions pursuant to the terms of the Debenture to the relevant bank.)

By clause 3.2 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 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 11.1(a) 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 Banks under the Agreement remain outstanding that, without the prior written consent of the Agent acting on the instructions of the Majority Banks 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

Norlin Ron

Date

1/6/99

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

Please do not write
in this margin

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

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. 02804553

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) CIBC WORLD MARKETS PLC IN ITS CAPACITY AS SECURITY TRUSTEE ISSUED BY THE COMPANY DATED THE 20th MAY 1999 AND CREATED BY FILEGALE 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 3rd JUNE 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JUNE 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE

*LC
Paw*