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Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

* insert full name
of company

To the Registrar of Companies

For official use

Company number

113

2804553 _

Name of company

* FILEGAL LIMITED (the "Chargor")

Date of creation of the charge

31st December 1997

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

Debenture (the "Debenture") dated 31st December 1997 and made between the Chargor, the Other Chargors and NatWest Specialist Finance Limited (the "Lessor").

Amount secured by the mortgage or charge

Each and every liability which the Chargor may on or after 31st December, 1997 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 pay to the Lessor when due and payable every sum (of principal, interest or otherwise) on or after 31st December, 1997 owing, due or incurred by the Chargor to the Lessor in respect of any such liabilities (the "Secured Obligations").

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

NatWest Specialist Finance Limited, 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
LDC/GRS/111478/AF312303

Time critical reference

For official use
Mortgage Section

Post room



KLO *KRM5G30L* 2121
COMPANIES HOUSE 20/01/98

The Chargor with full title guarantee:

(A) 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 Chargor as at 31st December, 1997 shall be a charge by way of legal mortgage) each of the following, namely:

(a) the Real Property;

(b) its Tangible Movable Property;

(c) subject to Clause 8.3 of the Debenture, all rights and claims to which the Chargor is on or may after 31st December 1997 become entitled in relation to all moneys on or at any time after 31st December 1997 standing to the credit of any bank accounts (including each Charged Account and each Lessor Collateral Account but excluding each LC Collateral Account and each Transit Account) together with all rights and claims relating or attaching thereto (including the right to interest;

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Wilde Siple

Date

19/01/98

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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(d) the Intellectual Property;

(e) 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 31st December, 1997 belonging to the Chargor;

(f) to the extent that the Chargor is entitled to make the same the subject of security, the benefit of the Licences;

(g) all rights and claims to which the Chargor is on or may after 31st December, 1997 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) subject to clause 8.3 of the Debenture, all Earnings on or at any time after 31st December, 1997 due or owing to the Chargor;

(i) subject to clause 8.3 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) the Shares held by it listed in the Third Schedule to the Debenture being:

Name of Company	Issued Share Capital	Description and Number of Shares Held	Share Certificate Number(s)
Imminus Limited	1,000 Ordinary Shares of £1 each	1,000 Ordinary Shares of £1 each	7

(k) all Investments to which the Chargor is on or may after 31st December, 1997 become entitled (excluding the Charged Shares);

(l) all rights and claims to which the Chargor is on or may after 31st December, 1997 become entitled in relation to its present and future uncalled capital;

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

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(m) all the Chargor's right, title and interest in and to all rights and claims to which the Chargor is on or may after 31st December, 1997 become entitled under and in relation to each of the Operative Documents and the Operative Documents (as defined in the Other Leases) to which it is a party;

(n) all rights to which the Chargor is on or may after the 31st December, 1997 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) all the Chargor's right, title and interest in and to all rights and claims to which the Chargor is on or may after 31st December, 1997 become entitled under and in relation to each of the Insurance Policies including any proceeds of any such Insurance Policies;

PROVIDED THAT:

(1) unless and until the Chargor has obtained the consent of the relevant landlord or (as the case may be) any other relevant party whose consent is required (each of which is hereinafter referred to as a "Consenting Party") the Security shall not extend to the Chargor's rights in respect of:

(a) any leasehold property; or

(b) any contract; or

(c) any Intellectual Property licence or licence to occupy any 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 to occupy any 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 (after the occurrence of an Event of Default or a Relevant Event which is continuing or if the Lessor determines (acting reasonably) that the Restricted Asset (which in the case of Real Property is a licence to occupy Material Real Property) is in danger of being seized or sold under any form of distress, attachment, execution or other legal process, the Chargor shall use all reasonable endeavours to obtain as soon as possible the consent of the relevant Consenting Party for the Chargor 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 3.1.1 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 Chargor 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 Chargor under an Equipment Leasing Agreement shall be subject to the rights of the lessor under the relevant Equipment Leasing Agreement;

(B) assigns to the Lessor all the Chargor's right, title and interest in and to all rights and claims to which the Company is on or may after 31st December, 1997 become entitled:

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

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(a) against each LC Bank in respect of each LC Collateral Account and each Transit Account held with it (and the debts respectively represented thereby) and under the LC Agreements;

(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 Chargor 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);

(c) charges in favour of the Lessor with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Chargor's undertaking and assets, present and future (including assets expressed to be charged or assigned by Clauses 3.1.1 and 3.1.2 of the Debenture).

NOTE:

1. The Debenture provides that subject to Clause 8 of the Debenture, all moneys on or after 31st December, 1997 standing to the credit of any bank accounts opened or maintained by a Charging Company with the Lessor and all or any rights and benefits relating thereto shall be incapable of assignment (and each deposit of any such moneys shall be made on such terms accordingly) and the Chargor shall not purport to assign or otherwise dispose of any interest in any such moneys or any such rights and benefits.

2. The Chargor undertakes in the Debenture that at no time during the subsistence of the Security will the Chargor, 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 Security Interest (as defined in the Facility Agreement as at 31st December, 1997 other than paragraph 12 of Schedule 9 thereof)) over all or any part of the Charged Property.

3. Each Charging Company undertakes in the Debenture, but subject to Clause 7.3 of the Debenture, that at no time during the subsistence of the Security will that Charging Company, except with the prior written consent of the Lessor:

(i) fail to comply with Clause 17.9 (Disposals) of the Facility Agreement (but for this purpose construing Clause 17.9 as if paragraph (b)(v) thereof was deleted);

(ii) create or agree to create, any legal or equitable estate or interest in or over, or relating to the enjoyment of, any Material Real Property or grant or agree to grant any licence or consent, whether expressly or by conduct, for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any lease to which any Material Real Property may from time to time be subject and that Charging Company will procure that no person shall become entitled to assert any proprietary interest or right over any Material Real Property (other than pursuant to the Bank Security and the Other Composite Lessor Debentures); or

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

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

4. The Debenture provides that the Lessor may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.1.3 of the Debenture (the "floating charge") with immediate effect into a fixed charge as regards any property or assets specified in the notice (i) if it determines (acting reasonably) that such property or asset is in danger of being seized or sold under any form of distress, attachment, execution or other legal process and/or (ii) after an Event of Default or a Relevant Event has occurred and is continuing.

5. notwithstanding Clause 6.1 of the Debenture and without prejudice to any rule of law which may have a similar effect, and without notice from the Lessor to that Charging Company:

(i) the floating charge created by the Chargor shall automatically be converted with immediate effect into a fixed charge as regards all the assets subject to the floating charge on the occurrence of any of the Relevant Events specified in Clauses 18.2.3 to 18.2.14 (inclusive) of either of the Lease Agreements in respect of any Charging Company; and

(ii) if, without the prior consent in writing of the Lessor, the Chargor creates or purports to create any Lien (other than any Lien created with the prior written consent of the Lessor or any Permitted Security Interest (as defined in the Facility Agreement as at 31st December 1997 other than paragraph 12 of Schedule 9 thereof)) over any of the Charged Property not expressed to be subject to a fixed charge under the Debenture, the floating charge created by the Debenture over the Charged Property the subject of such Security Interest shall automatically be converted with immediate effect into a fixed charge.

6. The Debenture further provides that its provisions are subject in all respects to the Intercreditor Agreement.

7. The Debenture further provides that:

(i) the Chargor shall at all times during the subsistence of the Security, without prejudice to the provisions of the other Operative Documents, unless the Lessor otherwise agrees in writing (and then only on such terms and in such manner as the Lessor may require), at any time after the occurrence of an Event of Default or a Relevant Event for so long as the same is continuing, not be entitled to withdraw or transfer from any account (including any Earnings Account) any monies standing to the credit thereof or direct any payment to be made therefrom to any person subject to the provisions of the Intercreditor Agreement in relation to any Lessor Collateral Account, LC Collateral Account and Transit Account; and

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

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(ii) without prejudice to the provisions of the other operative Documents, during the subsistence of the Security no Charging Company shall be entitled to withdraw all or part of the balance standing to the credit of any bank account (including the Earnings Accounts) except to such extent (if any) as may be permitted under the Facility Agreement or under the terms of any letter issued by the Trustee pursuant to the Bank Security consenting to the operation of such account by the Chargor or as the Lessor may from time to time permit. If the Lessor permits the withdrawal of any amount to or from any bank account including the Earnings Accounts (whether in a Notice of Charge or Notice of Assignment or otherwise) then, on the relevant debit being made, the relevant amount shall be automatically released from the fixed security thereon created by or pursuant to this Debenture provided that, if and to the extent that all or part of that amount is paid into another bank account of a Charging Company (whether with the same or another financial institution) which is in credit or becomes in credit as a result, it shall thereupon automatically become subject to the fixed security on the credit balance in the other bank account. Such release from the fixed security shall not affect and shall be entirely without prejudice to the continuance of the said fixed security on all bank accounts of the Charging Companies, Debts and Earnings.

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8. The Chargor undertakes in the Debenture that it will not at any time during the subsistence of the Security without the prior written consent of the Lessor deal with the Debts or the Earnings otherwise than by getting in and realising the same and making payment thereof into the Earnings Accounts (as defined in the Facility Agreement) or as may be otherwise provided in the Facility Agreement or (subject to the terms of the Lessor Direct Agreement) into such other account or accounts as the Lessor may direct.

In this Form 395 and continuation sheets:

"Bank Security" means the composite debenture dated on or about the date hereof between the Chargor and the Other Chargors and National Westminster Bank Plc as trustee;

"Charged Accounts" means each of the bank accounts listed in the Sixth Schedule to the Debenture being in the case of the Chargor:

Nil

"Charged Investments" means all Investments from time to time charged in favour of, or transferred (whether at law or in equity) to the Lessor by or pursuant to the Debenture (excluding the Charged Shares);

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

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

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"Charging Company" and "Charging Companies" means the Chargor and the Other Chargors;

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"Debts" means all present and future book and other debts and monetary claims of any nature whatsoever (excluding Earnings), now or at any time hereafter due or owing to one or more Charging Company;

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

(i) all revenues or other payments due from residential or business subscribers;

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

(iii) any sums receivable from the insurers of any part of the system for loss of use or damage to such system;

"Earnings Accounts" has the meaning ascribed to it in the Bank Security;

"Equipment Leasing Agreement" means any agreement by which one or more Charging 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;

"Event of Default" means any of the events or circumstances listed in Clause 18.1 of the Lease Agreements.

"Facility Agreement" has the meaning given to it in the Twelve Year Lease Agreement;

"Headend Equipment" means all equipment required in order to transmit or receive radio and/or television programming and other services including, without limitation, antennae, satellite receivers and satellite receiver only dishes, converters, microwave receivers, modulators and laser transmitters;

"Insurance Policies" means the policies of insurance details of which are set out in the Fourth Schedule to the Debenture being in relation to the Chargor:

Nil

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

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"Intercreditor Agreement" has the meaning given to it in the Twelve Year Lease Agreement;

"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 now or hereafter belonging to the Chargor;

"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 31st December 1997 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 Agreements" has the meaning given to it in the Intercreditor Agreement;

"LC Bank" has the meaning given to it in the Intercreditor Agreement;

"LC Collateral Account" has the meaning given to it 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;

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

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"Lessor Collateral Accounts" means any or all of the accounts falling within the definition of Lessor Collateral Account in each of the Lease Agreements and the Other Leases;

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"Lessor Direct Agreement" has the meaning given to it in the Twelve Year Lease Agreement;

"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;

"Notices of Assignment" and "Notices of Charge" have the meanings given to such terms in the Debenture;

"Operative Documents" has the meaning given to it in the Twelve Year Lease Agreement;

"Other Chargors" means:

Name	Registered No
General Cable Holdings Limited	2798236
Barnsley Cable Communications Limited	2466594
Bradford Cable Communications Limited	2664803
Doncaster Cable Communications Limited	2407940
Halifax Cable Communications Limited	2459173
Sheffield Cable Communications Limited	2465953
Wakefield Cable Communications Limited	2400909
Yorkshire Cable Limited	2792601
Yorkshire Cable Telecom Limited	2743897
Yorkshire Cable Communications Limited	2490136
Yorkshire cable Finance Limited	2993376
Rotherham Cable Communications Limited	2455726
Yorkshire Cable Properties Limited	2951884
Northern Credit Limited	2743896
The Cable Corporation Limited	2075227
Middlesex Cable Limited	2460325
Windsor Television Limited	1745542
The Cable Corporation Equipment Limited	2116958
Chariot Collection Services Limited	3155349
European Business Network Limited	2146363
The Yorkshire Cable Group Limited	2782818
Imminus Limited	1785381
General Telecommunications Limited	3291383
General Cable Group Limited	2872852

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

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"Other Composite Lessor Debentures" means:-

(i) the composite fixed and floating charge debenture dated 31st December 1997 between, inter alios, the Chargor and Robert Fleming Leasing (Number 4) Limited;

(ii) the composite fixed and floating charge debenture dated 31st December 1997 between, inter alios, the Chargor and Lombard Commercial Limited; and

(iii) the composite fixed and floating charge debenture dated 31st December 1997 between, inter alios, the Chargor and the Lessor;

"Other Leases" has the meaning given to it in the Twelve Year Lease Agreement;

"Real Property" means all estates and other interests in freehold, leasehold and other immovable property wheresoever situate now or hereafter belonging to the Chargor (including the registered and unregistered land, if any, in England and Wales of which the Chargor is the registered proprietor or owner specified or referred to in the Second Schedule to the Debenture) (being the registered and unregistered land referred to below) and all buildings, trade and other fixtures, leasehold and other immovable property together with all rights, easements and privileges appurtenant to, or benefiting, the same:

Registered Land Nil

Unregistered Land Nil

"Relevant Event" means any of the events or circumstances listed in Clause 18.2 of the Lease Agreements;

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

"Security Documents" has the meaning given to it in the Twelve Year Lease Agreement;

"Settlement System" and "Nominee" thereof means respectively any settlement system of any exchange (whether in the United Kingdom or elsewhere) and any nominee thereof as may from time to time be used in connection with transactions relating to Investments;

"Share" shall have the meaning ascribed to it in Section 744 of the Companies Act 1985;

"Switch Equipment" means the equipment required in order to operate a telephone exchange used to switch telephone messages between the users of a telecommunications network including, without limitation all computer hardware and software required for that purpose;

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

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"System" means any "System" as defined in each of the Lease Agreements and the Other Leases;

"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 a Charging Company as part of the construction of any part of any System; and

(iv) all proprietary computer software now or hereafter belonging to one or more Charging 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;

"Ten Year Lease Agreement" means the lease so entitled (including the schedules thereto) dated 26th February 1996 between the Lessor (as lessor) and The Cable Corporation Limited (as lessee) as amended from time to time;

"Transit Account" has the meaning given to it in the Intercreditor Agreement; and

"Twelve Year Lease Agreement" means the lease so entitled (including the schedules thereto) dated 26th February 1996 between the Lessor (as lessor) and The Cable Corporation Limited (as lessee) as amended from time to time.

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

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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. 02804553

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st DECEMBER 1997 AND CREATED BY FILEGALE LIMITED FOR SECURING EACH AND EVERY LIABILITY WHICH THE COMPANY MAY ON OR AFTER 31st DECEMBER 1997 HAVE TO NATWEST SPECIALIST FINANCE LIMITED (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 PAY TO NATWEST SPECIALIST FINANCE LIMITED WHEN DUE AND PAYABLE EVERY SUM (OF PRINCIPAL INTEREST OR OTHERWISE) ON OR AFTER 31st DECEMBER 1997 OWING DUE OR INCURRED BY THE COMPANY TO NATWEST SPECIALIST FINANCE LIMITED IN RESPECT OF ANY SUCH LIABILITIES (THE SECURED OBLIGATIONS) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th JANUARY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JANUARY 1998.

Jennifer V Tonks
JENNIFER V TONKS

for the Registrar of Companies



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