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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

12

2885920

Name of company

* EWPARK LIMITED (the "Chargor")

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

*insert full name of company

Date of creation of the charge

25th May, 1995

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

Charge of shares dated 25th May, 1995 (the "Charge") and made between the Chargor and Crosby Sterling Limited (the "Chargee").
(See continuation sheet 1)

Amount secured by the mortgage or charge

The payment and discharge of the Secured Obligations.

By clause 11.1 of the Charge the Chargor covenants with the Chargee to pay on demand all costs, charges and expenses (including United Kingdom stamp duty, registration fees and other documentary taxes and duties) properly incurred by the Chargee or any Receiver for which it or he shall properly incur in or about the enforcement, preservation or attempted preservation of the security created by the Charge or of the Charged Property or any part thereof on a full indemnity basis with interest at the Overdue Interest Rate from the date falling 14 days after the date of demand by the Chargee for payment of such costs, charges and expenses until payment by the Chargor, both before and after judgment.

(Please see continuation sheet 1)

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

Crosby Sterling Limited (number 2827426) of 25 Copthall Avenue,
London

Postcode

EC2R 7DR

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

Slaughter and May
35 Basinghall Street
London EC2V 5DB

For official use
Mortgage Section

Post room

(Ref: WSMR/MRXC)

Time critical reference

REGISTERED

14 JUN 1995



By clause 2 of the Charge the Chargor as sole beneficial (but not legal) owner (as regards the Shares set out in part A of the schedule) and as sole beneficial and legal owner (as regards the Shares set out in part B of the schedule) as a continuing security for the payment and discharge of the Secured Obligations thereby:

- (a) charges its interest in the Shares to the Chargee by way of a fixed charge; and
- (b) charges and agrees to charge to the Chargee by way of fixed charge its interest in all present and future rights, moneys, benefits and other property which may at any time accrue or be offered or arise by way of conversion, redemption, bonus, preference, option or otherwise in respect of any of the Shares or in substitution or exchange for any of such Shares.

(Please see continuation sheet 1)

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

Particulars as to commission allowance or discount (note 3)

Signed Slaughter and May Date June 14th, 1995

On behalf of ~~(company)~~ mortgagee/chargee[†]

[†] delete as appropriate

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

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Particulars of a charge (continued)

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

Please complete
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Company Number

2885920

Name of Company

EWPAK LIMITED

Limited*

* delete if
inappropriate

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

In the Charge and this Form M395, the following words and expressions shall have the following meanings:

"Charged Property" means the Shares of the Chargor and all other present and future rights, moneys, benefits and other property which may at any time accrue or be offered or arise by way of conversion, redemption, bonus, preference, option or otherwise in respect of any of the Shares or in substitution or exchange for any of such Shares;

"Charge over Shares" means the charge over shares dated 25th May, 1995 made between General Cable PLC ("General Cable") and the Chargee;

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any Secured Obligations and includes Encumbrances;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, trust arrangement or security interest of any kind securing any obligation of any person or any type of arrangement which legally prefers any other creditor over the Chargee (including without limitation title transfers and/or retention arrangements having a similar effect) but does not include liens arising in the ordinary course of trading by operation of law and not by contract;

"Exercise Event" means any event described in clause 5(A) of the Option Agreement;

"Issuer" means Cable Finance Limited;

"Option Agreement" means the agreement between General Cable, the Chargee and Robert Fleming & Co. Limited dated 25th May, 1995 and relating to the Preference Shares issued by the Issuer;

(Please see continuation sheet 2)

By clause 11.3 of the Charge the Chargee, any Receiver, attorney, agent or other person appointed by the Chargee under the Charge (each an "Indemnified Party") is entitled to be indemnified out of the Charged Property in respect of all costs, actions, claims, expenses, demands and liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against any of them (or by or against any agent, officer or employee for whose liability act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of anything properly done or omitted in the exercise or purported exercise of the powers contained in the Charge or occasioned by any breach by the Chargor of any of its covenants or other obligations under the Charge save for any costs, actions, claims, expenses, demands or liabilities incurred or made as a result of the fraud, negligence or default on the part of any Indemnified Party.

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Names and addresses of the persons entitled to the charge (continued)

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By clause 4.2 of the Charge the Chargor undertakes with the Chargee that it will not without the prior written consent of the Chargee:

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- (a) Registration of third party holders: permit any person other than the Chargor or, in the case of the Shares set out in part A of the schedule, General Cable to be registered as holder of the Charged Property or any part thereof;
- (b) Encumbrances: create or permit to subsist any Encumbrance (other than in favour of the Chargee or the Security Agent or, in the case of the Shares in Part A of the schedule, the trust over such shares declared in favour of the Chargor by General Cable) on or over the Charged Property or any part thereof or any interest therein;
- (c) Disposals: sell, transfer, assign or otherwise dispose of the Charged Property or any part thereof or interest therein or attempt or agree so to do;
- (d) Cancellation or increase of share capital: so far as it is able to do so suffer or permit YCL to cancel, increase, create or issue or agree to issue or put under option or agree to put under option any share or loan capital or obligation now or hereafter convertible into share or loan capital of or in YCL of any class or call any uncalled capital in any such case in such a manner as would or would be likely to depreciate, jeopardise or otherwise prejudice the value to the Chargee of the Charged Property;
- (e) Alteration of share capital: so far as it is able to do so, suffer or permit YCL to make any alteration to, grant any rights in relation to or otherwise reorganise or purchase or reduce the share capital or reserves of YCL in any way or enter into any composition or arrangement with its creditors or any class of creditors of YCL in any such case in such a manner as would or would be likely to depreciate, jeopardise or otherwise prejudice the value to the Chargee of the Charged Property; and
- (f) Alteration of Memorandum and Articles of Association: convene any meeting with a view either to (i) the alteration of any of the provisions of the Memorandum and Articles of Association of YCL in such a manner as would or would be likely to depreciate, jeopardise or otherwise prejudice the value to the Chargee of the Charged Property or (ii) the passing of a resolution that YCL be wound up, or pass any resolution in writing pursuant to section 381(A) of the Companies Act 1985 effecting any such alteration of any of the provisions of the Memorandum or Articles of Association of YCL.

By clause 6.1 of the Charge the Chargor shall, subject to any rights of pre-emption contained in the Articles of Association of YCL, at any time if and when required by the Chargee execute such further Encumbrances and assurances in favour of the Chargee and do all such acts and things as the Chargee shall from time to time reasonably require over or in relation to all or any of the Charged Property and all rights relating

(Please see continuation sheet 2)

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Particulars of a charge (continued)

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

Please complete
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Company Number

2885920

Name of Company

EW PARK LIMITED

Limited*

* delete if
inappropriate

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

"Overdue Interest Rate" means 2% per annum above LIBOR (as determined by the person to whom an overdue amount is payable for such period or periods as such person may determine) calculated on this basis of the actual days elapsed and a 365 year;

"Preference Shares" means the 6.0568% Fixed Rate Cumulative Redeemable Preference Shares of £1 each in the Issuer, having the rights set out in the memorandum and articles of association of the Issuer, subscribed for by the Chargee pursuant to the Subscription Agreement;

"Receiver" means any one or more receivers and/or managers appointed by the Security Agent pursuant to the Charge in respect of all or any of the Charged Property;

"Secured Obligations" means all monies, obligations and liabilities due, owing or incurred to the Chargee by the Chargor under the Charge or by General Cable under or pursuant to the Option Agreement and/or any Security Document when the same become due for payment or discharge whether by acceleration or otherwise;

"Security Agent" means Robert Fleming & Co. Limited;

"Security Documents" means the Option Agreement, the Charge, the charge over shares dated 25th May, 1995 made between General Cable and the Chargee and the charge over cash deposit dated 25th May, 1995 made between General Cable, Robert Fleming & Co. Limited and the Chargee;

"Shares" means the shares of the Chargor in YCL, details of which are set out in the schedule;

"Subscription Agreement" means the agreement between the Issuer and the Chargee dated 25th May, 1995 and relating to the Preference Shares; and

"YCL" means The Yorkshire Cable Group Limited (number 2782818) whose registered office is at Communications House, Mayfair Business Park, Broad Lane, Bradford, West Yorkshire BD4 8PW.

(Please see continuation sheet 3)

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

thereto both present and future and any other transfers or documents the Chargee may from time to time reasonably require for perfecting its title to the same or for vesting or enabling it to vest the same in itself or its nominees to secure the Secured Obligations or in any purchaser or to facilitate realisation of the Charged Property or the exercise of the powers conferred on the Chargee.

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By clause 14 of the Charge the Chargor by way of security irrevocably appoints each of the Chargee and any Receiver severally to be its attorney in its name and on its behalf, such power to be exercisable only after an Exercise Event shall have occurred and so long as the same is continuing:

- (a) to execute and complete any documents or instruments which the Chargee or such Receiver may reasonably require for perfecting the title of the Chargee to the Charged Property (but subject always to any rights of pre-emption contained in the Articles of Association of YCL) or for vesting the same in the Chargee, its nominee or any purchaser (but subject always to any rights of pre-emption contained in the Articles of Association of YCL);
- (b) to sign, execute, seal and deliver and otherwise perfect any further security document referred to above; and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be reasonably required for the full exercise of all or any of the powers conferred on the Chargee or a Receiver under the Charge (but subject always to any right of pre-emption contained in the Articles of Association of YCL) or which may reasonably be deemed expedient by the Chargee or a Receiver in connection with any disposition, realisation or getting in by the Chargee or a Receiver of the Charged Property or any part thereof or in connection with any other exercise of any power under the Charge (but subject always to any rights of pre-emption contained in the Articles of Association of YCL).

Under clause 14 of the Charge the Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney as is mentioned above shall do or purport to do in the exercise of his powers under clause 14 of the Charge.

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Names and addresses of the persons entitled to the charge (continued)

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Particulars of a charge (continued)

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

Please complete
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Company Number

2885920

Name of Company

EWPAK LIMITED

Limited*

* delete if
inappropriate

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

SCHEDULE

The Shares

Part A

(1) <u>Name of Company</u>	(2) <u>Nominal Amount of each share</u>	(3) <u>Number of shares beneficially owned by the Chargor</u>	(4) <u>Percentage shareholding of the Chargor in the issued share capital</u>
The Yorkshire Cable Group Limited	10p (ordinary)	2,700,000	1.8% (approximately)

Part B

(1) <u>Name of Company</u>	(2) <u>Nominal Amount of each share</u>	(3) <u>Number of shares beneficially and legally owned by the Chargor</u>	(4) <u>Percentage shareholding of the Chargor in the issued share capital</u>
The Yorkshire Cable Group Limited	10p (ordinary)	7,500,000	5% (approximately)

Amount due or owing on the charge (continued).

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Names and addresses of the 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. 02885920

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OF SHARES DATED THE 25th MAY 1995 AND CREATED BY EWPARK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CROSBY STERLING LIMITED UNDER THE CHARGE OR BY GENERAL CABLE PLC UNDER OR PURSUANT TO THE OPTION AGREEMENT OF EVEN DATE AND/OR ANY SECURITY DOCUMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th JUNE 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th JUNE 1995.

Peter C Nash

PETER C NASH

for the Registrar of Companies

L.C
16/6
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C O M P A N I E S H O U S E

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