

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHA213

Pursuant to section 395 of the Companies Act 1985

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of companyTo the Registrar of Companies
(Address overleaf-Note 5)

For official use

U4 88

Company number

2993376

Name of Company

YORKSHIRE CABLE FINANCE LIMITED (the "Company")

Date of creation of the charge

24 December 1996

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

Debenture dated 24 December 1996 between the Company and the Trustee (the "Debenture")

Amount secured by the charge

Each and every liability which the Company may on or after 24 December 1996 have to the Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries (and whether solely or jointly with one or more persons and whether as principal or as surety) under or pursuant to the Facility Documents (including the Debenture) including any liability in respect of any further advances made thereunder and every sum (of principal, interest or otherwise) on or after 24 December 1996 owing, due or incurred by the Company to the Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries in respect of any such liabilities (the "Secured Obligations").

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

National Westminster Bank Plc, 135 Bishopsgate, London (as trustee for the Beneficiaries) and any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Security Trust Deed (the "Trustee")

Postcode EC2M 3UR

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

Linklaters & Paines
Barrington House
59-67 Gresham Street
London EC2V 7JA

Ref: JMS/RBS

Time critical reference

For Official Use

Mortgage Section

Post Room



KLO *K75KRS76* 1541
COMPANIES HOUSE 09/01/97

Short particulars of all the property charged

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The Company with full title guarantee:

- (i) charged in favour of the Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) each of the following, namely:

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- (a) the Real Property;
- (b) its Tangible Movable Property;
- (c) all rights and claims to which the Company is on or may after 24 December 1996 become entitled in relation to all monies on or at any time after 24 December 1996 standing to the credit of any bank accounts (except for those referred to in paragraph (ii)(b) below) together with all rights and claims relating or attaching thereto (including the right to interest);
- (d) the Intellectual Property;

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Linklaters & Paines

Date

9 January 1997

On behalf of ~~[company]~~ [chargee] †

† delete as
appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

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Particulars of a mortgage or charge (continued)

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

Please complete
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Company number

2993376

Name of Company

YORKSHIRE CABLE FINANCE

Limited*

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

Amount due or owing on the mortgage or charge (continued)

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

Page 5

- (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 24 December 1996 belonging to the Company;
 - (f) to the extent that the Company is entitled to make the same the subject of security, the benefit of the Licences;
 - (g) all rights and claims to which the Company is on or may after 24 December 1996 become entitled in relation to the 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) all Earnings on or at any time after 24 December 1996 due or owing to the Company;
 - (i) all Debts which are not otherwise subject to a fixed charge or assigned (whether at law or in equity) to the Trustee by or pursuant to the Debenture and all rights relating thereto including any security or remedies therefor;
 - (j) the Shares listed in the Second Schedule of the Debenture;
 - (k) all Investments to which the Company is on or may after 24 December 1996 become entitled (excluding the Charged Shares);
 - (l) all rights and claims to which the Company is on or may after 24 December 1996 become entitled in relation to its present and future uncalled capital;
 - (m) all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 24 December 1996 become entitled under and in relation to each of the Lease Documents to which it is a party;
 - (n) all rights to which the Company is on or may after 24 December 1996 become entitled in respect of the proceeds of any order of the court made pursuant to Sections 238(3), 239(3) or 244 of the Insolvency Act 1986; and
 - (o) all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 24 December 1996 become entitled under and in relation to each of the Insurance Policies (excluding any directors and officers liability insurance);
- (ii) assigned to the Trustee as trustee for the Beneficiaries all the Company's right, title and interest in and to all rights and claims to which the Company is on or may after 24 December 1996 become entitled in relation to:
- (a) the proceeds of any of the Insurance Policies (excluding any directors and officers liability insurance);
 - (b) the Assigned Accounts and all sums on or after 24 December 1996 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;
 - (c) any and all moneys on or after 24 December 1996 paid or payable to the Company under any of the Lease Documents (i) by way of rebate of Lease Rental Payments, and (ii) arising out of the sale of any Equipment or any part thereof; and
 - (d) all moneys from time to time released to the Company from any Lessor Collateral Account or any LC Collateral Account;
- (iii) charged in favour of the Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the

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Particulars of a mortgage or charge
(continued)

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

Please complete
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Company number

2993376

Name of Company

YORKSHIRE CABLE FINANCE

Limited*

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

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

Page 9

Company's undertaking and assets, present and future (including assets expressed to be charged or assigned by paragraphs (i) and (ii) above).

Note:

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- 1 The Company undertakes in the Debenture that at no time during the subsistence of the Security will the Company, otherwise than in favour of the Trustee as trustee for the Beneficiaries create, grant or permit to subsist any encumbrance (other than a Permitted Encumbrance (each as defined in the Facility Agreement)) over all or any part of the Charged Property.
- 2 The Company undertakes in the Debenture, but subject to Clause 7.4 of the Debenture, that at no time during the subsistence of the Security will the Company, except with the prior written consent of the Trustee and except to the extent permitted by Clause 7.3 of the Debenture:
 - (i) fail to comply with the restriction on disposing of assets in the Facility Agreement;
 - (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 the Company will procure that no person shall become entitled to assert any proprietary interest or right over any Material Real Property;
 - (iii) exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy or licence of or relating to any Material Real Property or accept or agree to accept a surrender, cancellation, assignment, charge or any other disposal of any lease, tenancy or licence thereof or relating thereto or agree to vary the provisions of any lease, tenancy or licence thereof or relating thereto; or
 - (iv) allow any person any licence or other right to use, occupy or share possession of all or any part of the Charged Property.
- 3 The Debenture provides that, subject to Clause 9 of the Debenture, all monies on or at any time after 24 December 1996 standing to the credit of any bank accounts opened or maintained by the Company with the Trustee and all or any rights and benefits relating thereto shall be incapable of assignment and the Company covenants in the Debenture not to purport to assign or otherwise dispose of any interest in any such monies or any such rights and benefits.
- 4 The Debenture provides that, during the subsistence of the Security, the Company shall not be entitled to withdraw all or any part of the balance standing to the credit of any bank account (including the Earnings Accounts specified in the definition of Assigned Accounts) except to such extent (if any) as the Trustee may from time to time permit.
- 5 The Company also covenants in the Debenture that it will not at any time during the subsistence of the Security without the prior written consent of the Trustee deal with the Debts or the Earnings otherwise than by getting in and realising the same and making payment thereof into the Earnings Accounts specified in the definition of Assigned Accounts or as otherwise provided in the Facility Agreement.
- 6 In this Form 395:

"Accession Undertaking" means an undertaking in the form set out in the First Schedule to the Security Trust Deed;

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Particulars of a mortgage or charge (continued)

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

Please complete
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Company number

2993376

Name of Company

YORKSHIRE CABLE FINANCE

Limited*

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

Amount due or owing on the mortgage or charge (continued)

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

Page 13

“account” or **“bank account”** includes any current, deposit or other account howsoever designated now or hereafter held by any person and all balances now or hereafter standing to the credit of any such current, deposit or other account;

“Agreement to Acquire” has, in relation to a Lessor, the meaning given to it in the Lease Agreements to which that Lessor is a party;

“Assigned Accounts” means each of the bank accounts listed in the Fifth Schedule of the Debenture, namely those set out below:

Please complete
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(A) EARNINGS ACCOUNTS

(1) Bank:

Barclays Bank PLC
(Sort Code: 20-11-81)

Account Number	Account Name
00197009	Main Account (Current)
10196991	Business Premium Account (Deposit)
70128694	Head Office Collection Account (Current)
70117358	Sheffield Collection Account (Current)
74712822	USD CFC Account (Current)
49121522	YCCL Renaissance Project (ECU Account)
50239313	Main Account (Current)
50994529	Main Account (Current)

(2) Bank:

Barclays Bank PLC
Barclays Merchant Services
(Dept PV2)
Northampton NN1 1SG

Account Number	Account Name
6333958	Account for Post Office Counters Card Payment Scheme
6543952	Account for Post Office Counters Card Payment Scheme

(3) Bank:

Girobank
Bridle Lane
Bootle
Merseyside
G1R 044

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

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

Please complete
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Company number

2993376

Name of Company

YORKSHIRE CABLE FINANCE
Limited*

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

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

Please complete
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Account Number	Account Name
6250564	Girobank Collection Account - Bradford (Current)
6770762	Girobank Collection Account - Sheffield (Current)

(B) CASH FLOW ACCOUNTS

The account with National Westminster Bank Plc, Bradford City Centre Branch, sort code 56-00-36, account no. 42228697 in the name of The Yorkshire Cable Group Limited;

"Banks" means the financial institutions set out in the First Schedule of the Facility Agreement and each other financial institution which has had assigned or transferred to it the whole or any part of the rights and/or obligations of a Bank in accordance with Clause 39 of the Facility Agreement;

"Barclays Intercreditor Agreement" means the intercreditor agreement dated 24 December 1996 between the Trustee, Yorkshire Cable Communications Limited, Eastern Derbyshire Cable Communications Limited, Sheffield Cable Communications Limited, the Lessors and Barclays Bank PLC;

"Beneficiaries" means the Trustee, the Facility Agent, the Initial Beneficiaries, the Subsequent Beneficiaries and each other person from time to time party to the Facility Agreement pursuant to an assignment, transfer or novation provided always that such other person shall have executed and delivered to the Trustee a duly completed Accession Undertaking which has been countersigned by the Facility Agent and the Trustee;

"Business Line Account" means an account held by a Subscriber with an Obligor arising as a result of an agreement entered into between (or on behalf of) such Subscriber and such Obligor pursuant to which such Obligor agrees to supply business telecommunications and related services to such Subscriber;

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

"CATV Account" means an account held by a Subscriber with an Obligor arising as a result of an agreement entered into between (or on behalf of) such Subscriber and such Obligor pursuant to which such Obligor agrees to supply cable television and/or related information and entertainment services to such Subscriber;

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

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

"Collateral Account Agreement" has, in relation to a Lessor, the meaning set out in the Lease Agreements to which that Lessor is a party;

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

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

Please complete
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Company number

2993376

Name of Company

YORKSHIRE CABLE FINANCE
Limited*

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

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

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"Collateral Account Security Assignments" means the three deeds of assignment each dated 24 December 1996, each between The Yorkshire Cable Group Limited and a Lessor and each relating to a Lessor Collateral Account;

"Debentures" means the first fixed and floating charge debentures between each of the Obligors respectively and the Trustee, together with any guarantees and debentures executed by any Subsequent Guarantor pursuant to the terms of the Facility Agreement;

"Debts" means all present and future book and other debts and monetary claims of any nature whatsoever (excluding Earnings), on or at any time after 24 December 1996 due or owing to the Company;

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

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

"Earnings Accounts" means the accounts specified in the Tenth Schedule and/or any other accounts in the name of any Obligor with an Earnings Bank or other bank as may from time to time be notified by the Borrower to the Facility Agent, provided that the provisions of Clause 19.1.15 (Bank Accounts) are complied with;

"Equipment" means, in relation to a Lessor, **"Equipment"** as defined in the Ten Year Lease Agreement to which that Lessor is a party and **"Equipment"** as defined in the Twelve Year Lease Agreement to which that Lessor is a party;

"Equipment Leasing Agreement" means any agreement by which the Company acquires rights to use any plant, machinery or equipment in or for the purposes of its business but acquires no interest in or title to that plant, machinery or equipment other than as lessee or hirer thereof;

"Equipment Mortgages" means the three chattel mortgages each dated 24 December 1996 given by each of the Lessors respectively to the Trustee over the relevant Equipment;

"Event of Default" means any of those events specified in Clause 26.1 of the Facility Agreement;

"Facility Agent" means the financial institution named on the signing pages of the Security Trust Deed as Facility Agent (namely National Westminster Bank Plc) and includes any person for the time being appointed as agent for the purpose of, and in accordance with, the Facility Agreement provided that such person shall have executed and delivered to the Trustee a duly completed Accession Undertaking which has been countersigned by the outgoing Facility Agent and the Trustee;

"Facility Agreement" means the facility agreement dated 24 December 1996 between The Yorkshire Cable Group Limited as borrower, Barnsley Cable Communications Limited, Bradford Cable Communications Limited, Doncaster Cable Communications Limited, Eastern Derbyshire Cable Communications Limited, Halifax Cable Communications Limited, Rotherham Cable Communications Limited, Sheffield Cable Communications Limited, Wakefield Cable Communications Limited, Yorkshire Cable Limited, Yorkshire Cable Communications Limited, Yorkshire Cable Telecom Limited and Yorkshire Cable Finance Limited as guarantors, NatWest Markets (a division of National Westminster Bank Plc) and Chase Investment Bank Limited as arrangers, National Westminster Bank Plc as facility agent, the Trustee and the financial institutions referred to therein as Banks;

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Particulars of a mortgage or charge
(continued)

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

Please complete
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Company number

2993376

Name of Company

YORKSHIRE CABLE FINANCE
Limited*

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

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

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"Facility Documents" means Facility Agreement, the Security Trust Deed, the Security Documents, the Intercreditor Agreement, the Barclays Intercreditor Agreement, the Subordinated Loan Agreement, the Sales Proceeds Account Assignments, the Lessor Direct Agreements, the Equipment Mortgages, the Collateral Account Security Assignments, the Fee Letters and any interest rate hedging agreement entered into by a Hedging Counterparty with the Company pursuant to the Facility Agreement;

"Fee Letters" means the letter dated 24 December 1996 from NatWest Markets and Chase Investment Bank Limited to The Yorkshire Cable Group Limited referred to in Clause 34.2 (Arranger's Fees) of the Facility Agreement together with the letter dated 24 December 1996 from the Facility Agent to The Yorkshire Cable Group Limited referred to in Clause 34.3 (Facility Agent's Fees) of the Facility Agreement together with any other letter setting out such other fees as have been agreed;

"Franchise Areas" means the areas covered by the Licences held in respect of Bradford, Sheffield, Doncaster & Rotherham, Barnsley, Wakefield and Halifax (Calderdale);

"Group" means The Yorkshire Cable Group Limited and its subsidiaries from time to time;

"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;

"Hedging Counterparties" means the Bank or Banks which enter into interest rate hedging arrangements with the Borrower pursuant to the Facility Agreement;

"Initial Beneficiaries" means the financial institutions named on the signing pages of the Security Trust Deed as Initial Beneficiaries;

"Insurance Policies" means the policies of insurance details of which are set out in the Third Schedule of the Debenture, namely those set out below:

Insurer	Policy Number	Insured Risks
Commercial Union Assurance Company	CZ254951454 (Combined Policy)	Property damage, business interruption, money, combined liability.
AIG Europe (UK) Limited	24540096 (Combined Policy)	Public liability in excess of underlying occurrences policy (above)

and any other policies of insurance in which the Company may on or after 24 December 1996 have an interest;

"Intellectual Property" means all letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and rights to apply for them in any part of the world, moral rights, inventions, confidential information, know-how and rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered, and the benefits of all licences and other rights to use any of the same on or after 24 December 1996 belonging to the Company;

"Intercreditor Agreement" means the intercreditor agreement dated 24 December 1996 between, inter alios, the Obligors, the Trustee, the Facility Agent and the Lessors;

"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

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Particulars of a mortgage or charge
(continued)

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

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Company number

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Name of Company

YORKSHIRE CABLE FINANCE

Limited*

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

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

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assets, rights or interests falling within any paragraph in Part I of Schedule 1 to the Financial Services Act 1986 as in force at the date hereof but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply;

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

"LC Agreements" 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 Twelve Year Lease Agreements and the Ten Year Lease Agreements (and **"Lease Agreement"** means any of them);

"Lease Documents" means (i) the Lease Agreements; (ii) the Lease Security Agreements; (iii) the Agreements to Acquire; (iv) the Lease Security Documents; (v) the Equipment Mortgages; (vi) the Collateral Account Agreements; (vii) the Sales Proceeds Account Assignments; (viii) the Intercreditor Agreement; (ix) the Barclays Intercreditor Agreement; (x) the Lessor Direct Agreements; (xi) any Approved Additional Security (as defined in the Intercreditor Agreement); (xii) the LCs; (xiii) the LC Agreements; (xiv) the Lessors' Agency Agreement and (xv) insofar as a member of the Group is a party thereto each and every other letter, agreement, document or instrument of even date with any of the Lease Agreements between any of the parties to any of the foregoing or given by any of such parties to another of them and any other letter, agreement, document or instrument from time to time entered into or issued pursuant to or in connection with any of the foregoing or designated as such by any Lessor, The Yorkshire Cable Group Limited and the Facility Agent;

"Lease Rental Payments" means payments of **"Rental"** under each Lease Agreement (as such term is defined in the relevant Lease Agreement);

"Lease Security Agreements" means the three agreements dated 24 December 1996 each between a Lessor and The Yorkshire Cable Group Limited containing, inter alia, that Lessor's requirements for the provision of security in respect of the obligations of The Yorkshire Cable Group Limited under the Lease Agreements to which that Lessor is a party;

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

"Lessor Collateral Account" has, in relation to a Lessor, the meaning ascribed thereto in the Collateral Account Security Assignment to which that Lessor is a party;

"Lessor Direct Agreements" means the three lessor direct agreements each dated 24 December 1996 each between the Obligors, the Facility Agent and a Lessor and any other agreement designated as such by The Yorkshire Cable Group Limited, a Lessor and the Facility Agent;

"Lessors" means NatWest Specialist Finance Limited, Robert Fleming Leasing (Number 4) Limited and Lombard Commercial Limited;

"Lessors' Agency Agreement" means the agency and co-ordination agreement dated 24 December 1996 between the Lessors and NatWest Leasing and Asset Finance Limited;

"Licenceholders" means each of the Obligors set out in the definition of **"Licences"** as being the holder of a Licence in respect of a particular Franchise Area or Franchise Areas;

"Licences" means the licences granted to the Licenceholders in connection with the operation of the Cable Systems, details of which are more particularly set out in the Eighth Schedule of the Facility Agreement, namely these set out below:

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Particulars of a mortgage or charge
(continued)

Continuation sheet No **8**
to Form No 395 and 410 (Scot)

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Company number

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Name of Company

YORKSHIRE CABLE FINANCE
Limited*

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

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

**Please complete
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Licenceholder	Licence
Barnsley Cable Communications Limited	ITC - Cable and Broadcasting Act 1984 - licence for prescribed diffusion service
Barnsley Cable Communications Limited	DTI - s.7 Telecommunications Act 1984
Doncaster Cable Communications Limited	ITC - Cable and Broadcasting Act 1984 - licence for prescribed diffusion service
Doncaster Cable Communications Limited	DTI - s.7 Telecommunications Act 1984
Halifax Cable Communications Limited	ITC - Cable and Broadcasting Act 1984 - licence for prescribed diffusion service
Halifax Cable Communications Limited	DTI - s.7 Telecommunications Act 1984
Sheffield Cable Communications Limited	ITC - Cable and Broadcasting Act 1984 - licence for prescribed diffusion service
Sheffield Cable Communications Limited	DTI - s.7 Telecommunications Act 1984
Wakefield Cable Communications Limited	ITC - Cable and Broadcasting Act 1984 - licence for prescribed diffusion service
Wakefield Cable Communications Limited	DTI - s.7 Telecommunications Act 1984
Yorkshire Cable Communications Limited	ITC - Cable and Broadcasting Act 1984 - licence for prescribed diffusion service
Yorkshire Cable Communications Limited	DTI - s.7 Telecommunications Act 1984
Yorkshire Cable Communications Limited	DTI - Telecommunications Act - Licence granted for connection between Wakefield/Bradford

Please complete
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in black type, or
bold block lettering

together with any licences issued by way of renewal, replacement or reissue of any such licences, in each case as amended or varied from time to time;

"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 any Headend Equipment or Switch Equipment is located;

"Obligors" means The Yorkshire Cable Group Limited, Barnsley Cable Communications Limited, Bradford Cable Communications Limited, Doncaster Cable Communications Limited, Eastern Derbyshire Cable Communications Limited, Halifax Cable Communications Limited, Rotherham Cable Communications Limited, Sheffield Cable Communications Limited, Wakefield Cable Communications Limited, Yorkshire Cable Limited, Yorkshire Cable Communications Limited, Yorkshire Cable Finance Limited, Yorkshire Cable Telecom Limited and each Subsequent Guarantor and **"Obligor"** means any one of them;

"Real Property" means all estates and other interests in freehold, leasehold and other immovable property wheresoever situate now or hereafter belonging to the Company

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binding margin

Particulars of a mortgage or charge
(continued)

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

Please complete
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in black type, or
bold block lettering

Company number

2993376

* delete if
inappropriate

Name of Company

YORKSHIRE CABLE FINANCE

Limited*

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

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binding margin

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in black type, or
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binding margin

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

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in black type, or
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(including the registered and unregistered land, if any, in England and Wales of which the Company is the registered proprietor or owner specified or referred to in the First Schedule to the Debenture) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property together with all rights, easements and privileges appurtenant to, or benefiting, the same;

"Residential Telephony Account" means an account held by a Subscriber with an Obligor arising as a result of an agreement entered into between (or on behalf of) such Subscriber and such Obligor pursuant to which such Obligor agrees to supply residential telephony and incidental services to such Subscriber;

"rights" shall be construed as to include all rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case of any nature whatsoever);

"Sales Proceeds Account Assignments" means the three assignments by way of security so entitled each dated 24 December 1996 given by the Lessors respectively to the Trustee;

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

"Security Documents" means the Debentures and all other documents from time to time creating, evidencing or entered into by one or more of the Obligors as security for the obligations of the Obligors under the Facility Agreement entered into pursuant to the Debentures or the Facility Agreement;

"Security Trust Deed" means the security trust deed dated 24 December 1996 entered into between, inter alia, the Trustee, the Facility Agent, the Banks and the Obligors;

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

"Subordinated Loan Agreement" means the subordinated loan agreement dated 24 December 1996 between The Yorkshire Cable Group Limited, General Cable PLC, the Trustee and Barclays Bank PLC;

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

"Subscriber Agreement" means an agreement pursuant to which a Subscriber receives a service through the operation of the Cable System and agrees to maintain a Residential Telephony Account, a CATV Account or a Business Line Account;

"Subsequent Beneficiaries" means such of the Hedging Counterparties as have executed and delivered to the Trustee a duly completed Accession Undertaking which has been countersigned by the Trustee;

"Subsequent Guarantor" means any subsidiary of The Yorkshire Cable Group Limited (not being a Guarantor on the date of the Facility Agreement) which becomes a guarantor in accordance with Clause 25.2.18 of the Facility Agreement;

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

"Tangible Movable Property" means:

- (i) all Headend Equipment;
- (ii) all Switch Equipment;

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Particulars of a mortgage or charge
(continued)

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

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

Company number

2993376

* delete if
inappropriate

Name of Company

YORKSHIRE CABLE FINANCE

Limited*

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

Amount due or owing on the mortgage or charge (continued)

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binding margin

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in black type, or
bold block lettering

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binding margin

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

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

- (iii) all wire, cable (including copper and fibre optic cable), tube, pipe or other similar thing (including its casing or coating) which is laid or in the process of being laid by the Company as part of the construction of a Cable System; and
- (iv) all proprietary computer software now or hereafter belonging to the Company including all rights (including copyright) in, to and over computer programs, including computer programs in source code and object code form, preparatory design material and databases;

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

"Ten Year Lease Agreements" means the lease agreements so entitled dated 24 December 1996 each between a Lessor and The Yorkshire Cable Group Limited; and

"Twelve Year Lease Agreements" means the three lease agreements so entitled dated 24 December 1996 each between a Lessor and The Yorkshire Cable Group Limited.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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


COMPANY No. 02993376

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th DECEMBER 1996 AND CREATED BY YORKSHIRE CABLE FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC (WHETHER FOR ITS OWN ACCOUNT OR AS TRUSTEE FOR THE BENEFICIARIES AS DEFINED) OR ANY OF THE OTHER BENEFICIARIES UNDER OR PURSUANT TO THE FACILITY DOCUMENTS (AS DEFINED) AND ANY FURTHER ADVANCES MADE ON OR AFTER 24th DECEMBER 1996 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JANUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JANUARY 1997.


D. JENKINS

for the Registrar of Companies

LC
15-1-97




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

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