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COMPANIES FORM No 395

Particulars of a mortgage or charge

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the mortgage or charge.

Please do not write
in this margin

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

*insert full name of
company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number

2

0391824

Name of Company

* Firsttheme Limited (to be known as Hutchison 3G UK Holdings Limited) a company incorporated in England and Wales (the "Company")

Date of creation of the charge

29 June 2000

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

Cash Collateral Agreement (the "Deed") created by the Company in favour of Chase Manhattan International Limited (the "Security Trustee") and The Chase Manhattan Bank (the "Account Bank").

Amount secured by the mortgage or charge

The Liabilities, which are defined in the Deed as meaning all present and future moneys, debts and liabilities due, owing or incurred by TIW UMTS UK Limited to the Finance Parties under or in connection with any Finance Document, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the "Liabilities").

Name and address of the mortgagees or persons entitled to the charge

Chase Manhattan International Limited whose registered office is at Trinity Tower, 9 Thomas Moore Street, London as trustee for the Chase Beneficiaries.

Postcode

EC1 9YT

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Ref: PCDN

Time critical reference

For official Use
Mortgage Section

Post room



PMO
COMPANIES HOUSE
COMPANIES HOUSE

0722
15 17150
12/07/00

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin
Please complete
legibly, preferably
in black type or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed

L. J. H. (s)

Date

17/7/00

On behalf of company

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† Delete as appropriate

Note

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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

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Short particulars of all the property mortgaged or charged

The Company, with full title guarantee, assigns absolutely to the Security Trustee all its present and future right, title and interest in and to the Assigned Account(s) and the Account Balance as security for the payment and discharge of the Liabilities.

Note (1): The deed provides that:

1 Assigned Accounts

1.1 Withdrawals: The Company shall not make any withdrawal from any Assigned Account except with the prior consent of the Security Trustee.

1.2 Restrictions on Dealing with the Assigned Accounts: Without prejudice and in addition to Clause 4 (Further Assurance):

1.2.1 except for the Charges, the Company shall not create or have outstanding any Security over all or any part of any of the Assigned Accounts and

1.2.2 except as required by Clause 4 (Further Assurance), the Company shall not transfer, assign or otherwise dispose of all or any part of any of the Assigned Accounts.

2 Protection of Assets: The Company shall not do, or suffer to be done, anything which could prejudice the Charges.

Note (2): In this form, except to the extent that the context requires otherwise:

"Account Balance" means, at any time, all amounts standing to the credit of the Assigned Accounts (including accrued interest thereon) together with all rights, entitlements and benefits relating thereto.

"Account Bank" means The Chase Manhattan Bank.

"Agent" means HSBC Investment Bank PLC as agent of the Lenders.

"Arranger" means The Chase Manhattan Bank and the Hongkong and Shanghai Banking Corporation Limited (whether acting individually or together).

"Assigned Accounts" means the account in the name of Forth Growth Limited, a company incorporated in the British Virgin Islands (Registered No. 367244) whose registered office is at Offshore Incorporated Limited, P.O. Box 957, Offshore Incorporation Centre, Road Town Tortola, British Virgin Islands, held with the London branch of the Account Bank, having account number 23733901 and any other account or accounts of Forth Growth Limited held with the London branch of the Account Bank as are agreed for such purpose, in writing, as being an **"Assigned Account"** as the same may be redesignated or renumbered (including any sub-accounts).

"Beneficiary" means, in respect of a Cash Collateral Account, each Finance Party entitled to the benefit of the Cash Collateral Agreement relating to such Cash Collateral Account and the cash and other rights and obligations secured in its favour by such Cash Collateral Agreement.

"Cash Collateral Account" means a deposit account of a Cash Collateral Depositor held with a Beneficiary and secured in favour of the Security Trustee pursuant to a Cash Collateral Agreement relating to such account, as the same may be renumbered or designated (and any sub-account(s) relating thereto).

Short particulars of all the property mortgaged or charged

"Cash Collateral Agreement" means:

- (a) the Chase Cash Collateral Agreement; or
- (b) the HSBC Cash Collateral Agreement,

or any other agreement entered into between a Cash Collateral Depositor and the Security Trustee for the purpose of securing deposits by a Cash Collateral Depositor with the Beneficiary (each such other Agreement being a **"New Lender Cash Collateral Agreement"**) such that the Beneficiary thereof is able to accord its claim against the Company under the Facility Agreement (when taking into account any other Cash Collateral Agreement(s)) a risk-weighting of zero per cent. when reporting its assets, liabilities and off-balance sheet items to the Financial Services Authority (or, if different, its lead regulator for such purposes) pursuant to the Implementation of the Banks Convergence Agreement (or equivalent) as determined by such Beneficiary (acting reasonably).

"Cash Collateral Depositor" means the Credit Support Provider (or an Affiliate of the Credit Support Provider incorporated in a jurisdiction acceptable to the relevant Beneficiary (acting reasonably)) which opens a Cash Collateral Account and enters into a Cash Collateral Agreement in respect of such Cash Collateral Account.

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Deed.

"Chase Cash Collateral Agreement" means the cash collateral agreement in the agreed form between the Cash Collateral Depositor party thereto and the Security Trustee relating to the Cash Collateral Account held at Chase, London (as the same is more specifically identified in such Cash Collateral Agreement).

"Commitment Letter" means the letter so entitled dated on or about 6 March 2000 made between the Company, the Arrangers and the Underwriters (as defined therein).

"Facility Agreement" means multicurrency \$4,800,000,000 Facility Agreement dated 6 March 2000 between, amongst others, TIW UMTS UK Limited (to be known as Hutchison 3G UK Holdings Limited), Chase Manhattan plc and The Hong Kong and Shanghai Banking Corporation Limited as arrangers, and the Security Trustee, as amended and restated from time to time.

"Fee Letter" means any letter or letters dated on or about 27 April 2000 between, as the case may be, the Arranger and the Company, the Agent and the Company or the Security Trustee and the Company setting out any of the fees referred to in Clause 12 of the Facility Agreement.

"Finance Document" means:

- (a) this Facility Agreement;
- (b) any Fee Letter;
- (c) any Security Document;
- (d) the Commitment Letter.

and any other document designated as such by the Agent and the Company.

"Finance Party" means the Agent, the Security Trustee, the Arranger or a Lender.

Short particulars of all the property mortgaged or charged

"Guarantee" means the agreement so entitled dated on or about 27 April 2000 between the Credit Support Provider and the Security Trustee setting out the terms of a guarantee by the Credit Support Provider in favour of the Security Trustee.

"HSBC Beneficiaries" means, as at the date of the Deed, HSBC and thereafter any New Lender to which HSBC has assigned any of its rights or novated any of its rights and obligations to, to the extent that such New Lender is not a New Lender Beneficiary.

"Lender" means:

- (a) any Original Lender; and
- (b) any bank or financial institution which has become a Party in accordance with the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"New Lender" means any bank or financial institution which has become a Party in accordance with the Facility Agreement.

"New Lender Beneficiary" means any New Lender that holds a Cash Collateral Account and thereafter any New Lender to which such New Lender has assigned any of its rights or novated any of its rights and obligations to, to the extent that such New Lender does not hold a Cash Collateral Account.

"Original Lender" means The Chase Manhattan Bank and The Hongkong and Shanghai Banking Corporation Limited.

"Party" means a party to the Facility Agreement and includes its successors in title, permitted assigns and permitted transferees.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Document" means:

- (a) the Share Charge;
- (b) the Guarantee;
- (c) the Chase Cash Collateral Agreement;
- (d) the HSBC Cash Collateral Agreement;

and any other security document (including, without limitation, any other Cash Collateral Agreement) that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document.

"Security Trustee" means Chase Manhattan International Limited, which expression includes its successors and assigns.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03918124

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CASH COLLATERAL AGREEMENT DATED THE 29th JUNE 2000 AND CREATED BY FIRSTTHEME LIMITED FOR SECURING ALL LIABILITIES DUE OR TO BECOME DUE FROM TIW UMTS UK LIMITED TO THE FINANCE PARTIES UNDER OR IN CONNECTION WITH THE FINANCE DOCUMENT (AS THEREIN DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th JULY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JULY 2000.

R.
C/L



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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