

M**Particulars of a charge created
by a company registered in Scotland****410**Please do not
write in
this margin

Pursuant to section 410 of the Companies Act 1985

000010

To the Registrar of Companies

For official use

Company number

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

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75177

Name of company

* insert full name
of company

* CLYDE CABLEVISION ("the Company")

Date of creation of the charge (note 1)

11th December 1991

Description of the instrument (if any) creating or evidencing the charge (note 1)

Bond and Floating Charge dated 11th December 1991
("the Bond and Floating Charge")

Amount secured by the charge

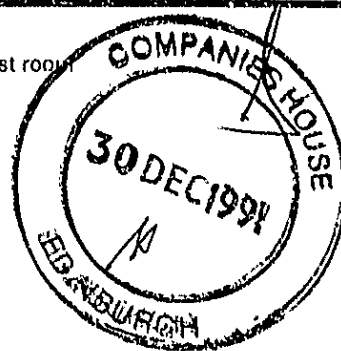
The Existing Debt (as defined), interest accruing under Clause 2 (D)
of the Agreement (as defined), costs, charges and expenses and the
Company's other obligations under the Bond and Floating Charge.In these particulars, the following words and phrases have the meanings
set opposite them:-"the Agreement"the Construction Work and Debt Re-Scheduling
Agreement between the Company and BB dated
30th May 1991 (as amended or varied from
time to time)

cont. on continuation sheet 1

Names and addresses of the persons entitled to the charge

Balfour Kilpatrick Limited, Glasgow Road, Deanside, Renfrew PA4 8XZ
acting for and on behalf of Balfour Beatty Limited, 7 Mayday Road,
Thornton Heath, Surrey CR7 7XA ("BB")Presenter's name address telephone
number and reference (if any):Tods Murray WS.,
66 Queen Street,
Edinburgh,
EH2 4NE
WGS/B1033/03For official Use
Charges Section

Post room



Short particulars of all the property charged.

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Whole property (excluding uncalled capital) which is or may be while the Bond and Floating Charge is in force comprised in the property and undertaking of the Company.

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

- (A) The floating charge created by the Bond and Floating Charge is to rank in priority to any fixed security (as defined in Section 70 of the Insolvency Act 1986) and any other floating charge, being a fixed security or floating charge created by the Company after its execution of the Bond and Floating Charge subject to:-
- (i) the Existing Securities (as defined) and the ranking provisions relative to the Existing Securities and further securities or extension of the Existing Securities granted by the Company referred to in Clause 3 of the Agreement (as defined); and
 - (ii) any fixed security in favour of BB, which shall rank in priority to the floating charge created by the Bond and Floating Charge.

/cont. on continuation sheet No. 1

Particulars as to commission, allowance or discount paid (see section 413(3))

NIL

Signed _____ Date _____

On behalf of [company][chargee]†

Notes

† delete as
appropriate

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples -- date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

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

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

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

Company number

75177

Name of company

Clyde Cablevision

~~Limited*~~

*delete if
inappropriate

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

"the Existing Debt"

£1,368,706 being the total amount agreed between the Company and BB in terms of the Agreement to be outstanding by the Company to BB as at 30th May 1991 under a construction and related works contract dated 10th May 1985 between the Company and BB, a re-scheduling agreement dated 19th January 1988 between the Company and BB and further documents pursuant thereto

Please complete
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"the Existing Securities"

1. Instrument of Floating Charge by the Company in favour of Toronto-Dominion Bank dated 12th December 1986.
2. Assignment in Security of Insurances by the Company in favour of Toronto-Dominion Bank dated 12th December 1986.
3. Assignment in Security by the Company in favour of Toronto-Dominion Bank dated 18th April 1990 of rights etc. under Assignment of uncalled share capital by Clyde Cablevision Holdings Limited to the Company as amended by Minute of Agreement among the Company, Clyde Cablevision Holdings Limited and Toronto-Dominion Bank dated 8th March 1991.

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

Statement in the case of a floating charge, as to any restrictions on the power to
~~Short particulars of all the property mortgaged or charged (Continued)~~
grant further securities and any ranking provision (continued)

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- (B) Subject as provided in the Bond and Floating Charge, the Company is not, without the prior consent in writing of BB, to create any security, mortgage or charge affecting its property or assets charged by the Bond and Floating Charge or any part thereof, heritable or moveable, real or personal and wherever situated and ranking in priority to or pari passu with the floating charge created by the Bond and Floating Charge.

Please complete
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CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company Number

75177

I hereby certify that a charge created by

CLYDE CABLEVISION LIMITED

on

11 December 1991

for securing

all sums due or to become due

in favour of

Balfour Kilpatrick Limited on behalf of Balfour Beatty Limited

**was delivered pursuant to section 410 of the Companies Act,
1985, on**

30 December 1991

Signed at Edinburgh

8 January 1992

Stuart S Smith

for **Registrar of Companies**