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COMPANIES FORM No. 395

Particulars of a mortgage or charge

G17552/20

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

PAID
£10
M
COMPANIES HOUSE

4392360

Name of company

* WIGHTCABLE LIMITED

Date of creation of the charge

28 June 2002

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

Debenture

Amount secured by the mortgage or charge

See Continuation Sheet no 1

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

Seymour Pierce Group plc, 29-30 Cornhill, London

Postcode EC3V 3NF

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

Berwin Leighton Paisner
Adelaide House
London Bridge
London
EC4R 9HA

SRM/C1356.29

Time critical reference

For official Use
Mortgage Section

Post room



See continuation sheet No 1

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)

None

Signed

Berwin Leighton Paisner

Date

4th July 2002

On behalf of [company] [mortgagee/chargee] †

Berwin Leighton Paisner solicitors

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

**COMPANIES FORM No. 395 (Cont.) AND FORM No. 410
(Scot)(Cont.)**

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

Continuation sheet No 1

to Form No 395 and 410
(Scot)

Company Number

4392360

Name of Company

WIGHTCABLE LIMITED

For the purposes of this form:

"Assets" means the business, undertaking, property, assets, revenues, rights and uncalled capital belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest in, each case at any time during the Security Period.

"Book Debts" means all book and other debts of any nature now or at any time during the Security Period due or owing to the Company and the benefit of, and the proceeds of all claims under, all Security Interests, guarantees, indemnities, letters of credit and insurances of any nature enjoyed or held by the Company at any time during the Security Period in relation to those book and other debts.

"Causes of Action" means all causes of action (including for breach of representation or warranty) which the Company has or may have in relation to the Charged Assets.

"Charged Assets" means the Assets from time to time subject or expressed to be subject to the debenture.

"Charged Land" means the Land over which security is created as mentioned in paragraph 1.1 (*Legal and equitable mortgages over land and immovable assets*).

"Chattels" means all plant and machinery over which security is not created as mentioned in paragraph 1.1 (*Legal and equitable mortgages over land and immovable assets*) and all other chattels belonging to the Company or to which the Company is or may become entitled or in which the

Company may have an interest at any time during the Security Period and all substitutions, replacements, renewals and all additions made from time to time for, in or to them after the date of this Deed **but excluding** those which, for the time being, form part of the Company's stock-in-trade or work in progress.

"Credit Agreement" means a credit facility agreement dated 28 June 2002 entered into by (1) the Company as borrower, (2) the Lenders as lenders, (3) the Security Trustee as agent and (4) the Security Trustee as security trustee for the Lenders pursuant to which the Lenders agreed to make available credit to the Company.

"Finance Documents" means the debenture, the Credit Agreement and any other document which, in accordance with the Credit Agreement, the Security Trustee designates a **"Finance Document"**.

"Fixtures" means, in relation to the Charged Land, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery at any time during the Security Period on the Charged Land and owned by the Company.

"Intellectual Property" means:

- (a) all patents, trade marks, service marks, trade names, domain names, rights in designs, semiconductor topography rights, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property, whether or not registered or registrable and, if registrable, whether or not registered for their full period of registration together with all extensions and renewals, and including all applications for registration or otherwise which may be filed by, or on behalf of, the Company in any jurisdiction;
- (b) moral rights or similar rights, inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other protected rights and assets, whether registered or unregistered, arising or subsisting in any jurisdiction; and
- (c) the benefit of all licences, sub-licences, permissions and other rights to use any of the rights listed in paragraphs (a) and (b) above,

in each case belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest at any time during the Security Period.

"Land" means freehold and leasehold land, and all Fixtures, buildings, erections, equipment and effects from time to time on that land and including the benefit of any covenants for title given or entered into in respect of that land by the Company or any predecessor in title of the Company

"Lenders" means those lenders defined as "Lenders" in the Credit Agreement.

"Life Policies" means the policies of life insurance or life assurance in which the Company may, at any time during the Security Period, have an interest.

"Non-Life Policies" means the policies of insurance (other than Life Policies) in which the Company may, at any time during the Security Period, have an interest.

"Regulations" means the Uncertificated Securities Regulations 1995.

"Relevant System" has the meaning given to that term by the Regulations and includes any other system, procedures or facility (in the United Kingdom or elsewhere) providing for the deposit of, and

clearance of transactions in, units of the Securities.

"Secured Liabilities" means all present and future monies, obligations and liabilities (whether actual or contingent, whether owed jointly or severally or in any other capacity whatsoever) of the Company under the Finance Documents to the Secured Parties.

"Secured Parties" means, at any time during the Security Period, the Security Trustee and the Lenders at that time.

"Securities" means:

- (a) Shares;
- (b) warrants, options or other rights to subscribe for, purchase, call for delivery of, or otherwise acquire, any Shares;
- (c) allotments, rights, money or property arising from any Shares by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (d) dividends, distributions, interest and other income from any Shares;
- (e) stock, shares and debentures offered in addition to, or in substitution for, any of the foregoing; and
- (f) all rights relating to any of the foregoing which are deposited with, or registered in the name of, any depository, custodian, nominee, clearing house or Relevant System, or any investment manager or other similar person whether or not on a fungible basis (including, without limitation, rights against any such person or Relevant System),

belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest, in each case at any time during the Security Period.

"Security Interest" means any mortgage, charge, pledge, hypothecation, lien, assignment, title retention, option, right of set-off, security interest, trust arrangement and any other preferential right or agreement to confer security and any transaction which, although in legal terms is not a secured borrowing, has an economic or financial effect similar to that of a secured borrowing.

"Security Period" means the period beginning on 28 June 2002 and ending on the date on which the Security Trustee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

"Security Trustee" means the security trustee from time to time appointed under the debenture.

"Shares" means shares, stock and debentures including, without limitation, debenture stock, loan stock, bonds, notes and certificates of deposit.

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

The Secured Liabilities

Short particulars of all the property mortgaged or charged (continued)

1 CHARGING PROVISIONS

1.1 *Legal and equitable mortgages over land and immovable assets*

The Company with full title guarantee charges in favour of the Security Trustee for the benefit of itself and as trustee for the Lenders for the payment and discharge of the Secured Liabilities:

- 1.1.1 by way of legal mortgage, all estates or interest in any freehold or leasehold Land belonging to the Company at the date of the debenture and their proceeds of sale; and
- 1.1.2 by way of fixed charge, to the extent that they are not the subject of a mortgage as mentioned in paragraph 1.1.1, all estates or interest in any freehold or leasehold Land and all immovable assets belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period regardless (as regards immoveable assets) of their location; and
- 1.1.3 by way of fixed charge, to the extent that they are not the subject of a mortgage as mentioned in paragraph 1.1.1 or a fixed charge as mentioned in paragraph 1.1.2, all liens, charges, options, agreements, rights and interests over Land belonging to the Company or in which the Company may have an interest, in each case at any time during the Security Period.

1.2 *Fixed charges over other assets and rights*

The Company with full title guarantee charges in favour of the Security Trustee for the benefit of itself and as trustee for the Lenders for the payment and discharge of the Secured Liabilities by way of fixed charge (and to the extent that they are not subject of a mortgage or charge as mentioned in paragraph 1.1):

- 1.2.1 the Chattels from time to time on the Charged Land and all other Chattels and in all cases, the full benefit of all warranties and maintenance contracts for the Chattels;
- 1.2.2 the Book Debts;
- 1.2.3 the proceeds of the payment and collection of Book Debts;
- 1.2.4 the Securities including the Company's rights against the operator of, or any participant in, a Relevant System;
- 1.2.5 the goodwill and uncalled capital of the Company at any time during the Security Period;
- 1.2.6 the Intellectual Property;
- 1.2.7 all its rights under, or in connection with, authorisations held by the Company at any time during the Security Period in connection with the business of the Company or the Charged Assets and the right to recover and receive all compensation or other amounts payable to the Company in respect of such authorisations; and
- 1.2.8 any right, title or interest, claim or entitlement in any pension scheme belonging to the Company or to which the Company is or may become entitled or in which the Company may have an interest at any time during the Security Period.

1.3 *Floating Charge over stock-in-trade and remaining assets*

The Company with full title guarantee charges in favour of the Security Trustee for the benefit of itself and as trustee for the Lenders for the payment and discharge of the Secured Liabilities by way of Floating Charge all Assets other than those Assets for the time being effectively charged by way of legal or equitable mortgage or fixed charge as mentioned in paragraph 1.1, effectively charged by way of fixed charge as mentioned in paragraph 1.2 or effectively assigned (whether at law or in equity) to the Security Trustee for the benefit of itself and as trustee for the Lenders as mentioned in paragraph 2 (*Assignment*).

2 **ASSIGNMENT**

2.1 *Legal assignment*

The Company with full title guarantee assigns absolutely in favour of the Security Trustee for the benefit of itself and on behalf of the Lenders for the payment and discharge of the Secured Liabilities by way of assignment:

- 2.1.1 all rights under, or in respect of, the Life Policies;
- 2.1.2 all rights and claims to which the Company is now or may in the future become entitled in relation to the proceeds of any of the Non-Life Policies and returns of premium in respect of them;
- 2.1.3 all Causes of Action; and
- 2.1.4 all right, title and interest to which the Company is now or may in the future become entitled in respect of proceeds of any order of the court made pursuant to sections 238(3), 239(3), 242, 243, 244 or 423(2) of the Insolvency Act 1986.

3 **RESTRICTIONS ON DEALING WITH CHARGED ASSETS**

3.1 *Duration*

The obligations assumed by the Company as mentioned in this paragraph 3 shall apply throughout the Security Period.

3.2 *No Security Interests over Charged Assets*

The Company shall not, without the prior written consent of the Security Trustee, create or allow to subsist any Security Interest on or over the Charged Assets (save for Permitted Security Interests).

3.3 *Dealing with other Charged Assets*

The obligations assumed by the Company as mentioned in this paragraph 3.3 does not apply to the Book Debts. The Company shall not, without the prior written consent of the Security Trustee:

- 3.3.1 sell, transfer, grant any lease or licence in relation to, enter into any agreement for the sale, transfer of, grant of lease or licence relating to, or otherwise dispose of, the Charged Assets;

- 3.3.2 part with possession of the Charged Assets;
- 3.3.3 confer upon any person any licence, right or interest to occupy the Charged Assets;
- 3.3.4 grant any licence or permission to assign or underlet the Charged Assets; or
- 3.3.5 enter into any option agreement or arrangement having a similar effect to any of the actions referred to above in this paragraph 3.3.
- 3.4 *Statutory powers of leasing*

The Company shall not, without the prior written consent of the Security Trustee:

- 3.4.1 exercise the statutory powers and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases in relation to the Charged Land; or
- 3.4.2 vary or agree to vary the terms of any lease or other arrangement relating to the Charged Land or the rent or other amounts payable under a lease or other arrangement (other than an increase pursuant to any rent review or similar provision in that lease or other arrangement).

4 EFFECTIVENESS OF SECURITY

The debenture is a continuing security and will not be considered satisfied by any intermediate payment or settlement of account or otherwise, but will remain in force until the end of the Security Period.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04392360

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 28th JUNE 2002 AND CREATED BY WIGHTCABLE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SEYMOUR PIERCE GROUP PLC UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JULY 2002.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —