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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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write in
this margin

Pursuant to section 395 of the Companies Act 1985

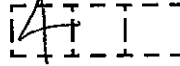
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Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number



2329254

Name of company

* Cable Road (UK) Limited (the "Company")

Date of creation of the charge

20th December, 1996

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

Debenture (the "Debenture") between the Company and National Westminster Bank Plc as agent and trustee for the Finance Parties (as defined below)

Amount secured by the mortgage or charge

Please see attached.

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

National Westminster Bank Plc (the "Agent") as agent and trustee as
aforesaid Juno Court, 3rd Floor, 24 Prescott Street, London E1 8BB

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

Simon Roberts
Allen & Overy
One New Change
London EC4M 9QQ
(Tel: 0171 330 3000)

MGD/SCR/AJJA/B1:81719.1

Time critical reference

For official use
Mortgage Section



Short particulars of all the property mortgaged or charged

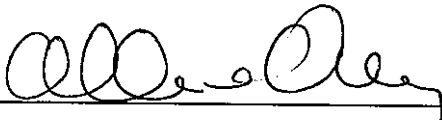
Please see attached.

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Signed



Date

2 / 1 / 97

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.

Company Name: Cable Road (UK) Limited
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Company No. 2329254

Amount due or owing to the Mortgage or Charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document except for any obligation which, if it were so included, would result in the Debenture contravening Section 151 of the Companies Act 1985 (the "**Secured Liabilities**"). The term "Finance Document" includes all amendments and supplements.

"**Additional Guarantor**" means a member of the Group which becomes a Guarantor in accordance with Clause 27.4 (Additional Guarantors) of the Credit Agreement.

"**Arranger**" means NatWest Markets.

"**Banks**" the financial institutions listed in Schedule 1 of the Credit Agreement as banks (each a "**Bank**").

"**Borrower**" means Bell Cablemedia plc (Registered No. 2735732).

"**Co-Arranger**" means The Toronto-Dominion Bank.

"**Credit Agreement**" means the US\$425,000,000 credit agreement dated 21st October, 1996 between (amongst others) the Borrower, the Original Guarantor and the Agent.

"**Debenture**" means the debenture dated 20th December, 1996 executed by the Company in favour of the Agent accompanying this Form 395.

"**Fee Letter**" means the letter dated the date of the Credit Agreement between the Arranger and the Borrower setting out the amount of various fees referred to in Clause 21 (Fees) of the Credit Agreement.

"**Finance Document**" means the Credit Agreement, the Debenture, the Fee Letter, a Novation Certificate, a Guarantor Accession Agreement or any other document designated as such by the Agent and the Borrower.

"**Finance Party**" means the Arranger, the Co-Arranger, a Bank or the Agent (together the "**Finance Parties**").

"**Group**" means the Borrower and its Subsidiaries.

"**Guarantor**" means an Original Guarantor or an Additional Guarantor.

"**Guarantor Accession Agreement**" means a deed substantially in the form of Schedule 7 to the Credit Agreement.

"**Novation Certificate**" has the meaning given to it in Clause 27.3 (Procedure for novations) of the Credit Agreement.

"**Obligor**" means the Borrower or a Guarantor.

Company Name: Cable Road (UK) Limited
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Company No. 2329254

"Original Guarantor" means the Subsidiaries of the Borrower listed in Part I of Schedule 1 of the Credit Agreement as guarantors.

"Subsidiary" means:-

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 21 of the Companies Act 1989,

and including for the avoidance of doubt the Target after the Acquisition.

Short Particulars (continued - 1)

- (a) By way of a first legal mortgage the Company as security for the payment of all the Secured Liabilities charges in favour of the Agent:
 - (i) all the Material Real Property;
 - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in sub-paragraph (i) above) now belonging to it.
- (b) By way of a first fixed charge, the Company as security for the payment of all the Secured Liabilities charges in favour of the Agent:
 - (i) (to the extent that they are not the subject of a mortgage under paragraph (a) above) all estates or interests in any freehold or leasehold property belonging to it;
 - (ii) any Tangible Moveable Property in its possession;
 - (iii) all Group Shares held by it and/or any nominee on its behalf and all Related Rights accruing to the Group Shares;
 - (iv) all moneys standing to the credit of any account with any person and the debts represented by them;
 - (v) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
 - (vi) all of the Company's book and other debts, the proceeds of the same and all other moneys due and owing to the Company and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
 - (vii) (to the extent that they do not fall within any other sub-paragraph of this paragraph (b)) all of the Company's rights and benefits under the Relevant Agreements, any distributorship or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;
 - (viii) any beneficial interest, claim or entitlement of the Company in any pension fund;
 - (ix) the Company's goodwill;
 - (x) to the extent that they are able to be the subject of any Security Interest, the benefit of all licences (including the Licences), consents and authorisations (statutory or otherwise) held in connection with the Company's business or the use of any Security Asset specified in any other sub-paragraph in paragraph (a) above and this paragraph (b) and the right to recover and receive all compensation which may be payable to it in respect of them;
 - (xi) the Company's uncalled capital; and
 - (xii) the Company's Intellectual Property Rights (including the patents and trademarks specified in Schedule 2 of the Debenture).

- (c) The Company as beneficial owner and as security for the payment of all of the Secured Liabilities, charges in favour of the Agent by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by paragraphs (a) and (b) above.

"Acquisition" means the acquisition by the Borrower of the Target Shares and the purchase of the shares under the Share Sale and Purchase Agreement.

"BCI" means Bell Canada International Inc. incorporated under the laws of Canada.

"Cable System" means a telecommunication system (as defined in Section 4(1) of the Telecommunications Act 1984) constructed or to be constructed in the area covered by the Licences and includes any part of such system and all modifications, substitutions, replacements and extensions made to such system.

"C&W" means Cable & Wireless PLC (registered number 238525).

"Fixtures" means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property.

"Group Shares" means the Shares in any member of the Group notified by the Company to the Agent on or before the date of the Debenture and any other Shares in any member of the Group from time to time which are held by the Company or a nominee on behalf of the Company.

"Insurances" means any first party policies of insurance taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest (other than any directors' or officers' liability and any special accident policies).

"Intellectual Property Rights" means all know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same).

"Licences" means any licence granted to any member of the Group in connection with the operation of the Cable System.

"Material Real Property" means:

- (a) freehold or leasehold property with a market value exceeding £200,000; or
- (b) freehold or leasehold property on which any headend equipment or switch equipment is held.

"Mortgaged Property" means any freehold or leasehold property the subject of the security created by the Debenture.

"Principal Agreement" means:

- (a) any interconnect agreement with British Telecom or Mercury (and any replacement of those agreements) to which any Obligor is a party;

Company Name: Cable Road (UK) Limited
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Company No. 2329254

- (b) any significant programming, construction and leasing agreements to which any Obligor is a party;
- (c) any technical assistance agreements from BCI or C&W or any of their affiliates; and
- (d) any other similar contract which, in the reasonable opinion of the Borrower, is material to the operation and maintenance of the Cable System.

"Related Rights" means any dividend or interest paid or payable in relation to any Share and any rights, moneys or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under any option rights or otherwise.

"Relevant Agreements" means the Principal Agreements and any other agreements agreed by the Agent and the Company.

"Security Assets" means all assets of the Company the subject of any security created by the Debenture accompanying this Form 395.

"Security Documents" means the Debenture accompanying this Form 395 and any other document securing the obligations of the Obligors under or in connection with the Credit Agreement.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security.

"Shares" means the Group Shares and any other stocks, shares, debentures, bonds or other securities and investments.

"Share Sale and Purchase Agreement" means the share sale and purchase agreement dated on or about the date of the Credit Agreement between the Borrower and Cable Road Investments Limited relating to the purchase by the Borrower of 100 per cent. of the shares in the Company.

"Tangible Movable Property" means:

- (a) all headend equipment being equipment required in order to transmit or receive radio and/or television programming and other services including, without limitation, antennae, satellite receiver only dishes, converters, microwave receivers, modulators and laser transmitters;
- (b) all switch equipment being equipment required in order to operate a telephone exchange in conjunction with a telecommunications network including, without limitations, all computer hardware and software required for that purpose;
- (c) 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 the Cable System; and
- (d) 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 database.

"Target" means Videotron Holdings plc (registered number 2719474).

"Target Shares" means the issued shares in the capital of the Target.

- NB**
1. The charges, mortgages and assignments created by the Debenture accompanying this Form 395 are given with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
 2. The Company shall not:-
 - (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Debenture or pursuant to any other Security Document; or
 - (b) except as permitted by the Finance Documents, sell, transfer, grant, lease or otherwise dispose of any Security Asset except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Debenture.
 3. A reference in the Debenture to a charge or mortgage of any freehold or leasehold property includes:-
 - (a) all buildings and Fixtures on that property;
 - (b) the proceeds of sale of any part of that property; and
 - (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants.
 4. The fact that no details of properties or patents and trademarks or agreements are included in the relevant Schedule does not affect the validity or enforceability of any security created by the Debenture.

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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. 02329254

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th DECEMBER 1996 AND CREATED BY CABLE ROAD (UK) LIMITED FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS AND LIABILITIES NOW DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OBLIGOR TO NATIONAL WESTMINSTER BANK PLC AS AGENT AND TRUSTEE FOR THE BENEFICIARIES (AS DEFINED) PURSUANT TO THE TERMS OF EACH FINANCE DOCUMENT TOGETHER WITH ALL AMENDMENTS AND SUPPLEMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd JANUARY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JANUARY 1997.

for the Registrar of Companies

LC Oh
8-1-97



COMPANIES HOUSE

HC026B