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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

To the Registrar of Companies

For official use

Company number

[5][][][][]

03128449

Name of company

* BELL CABLEMEDIA (COUNTY DURHAM) LIMITED (the "Chargor")

Date of creation of the charge

1st May, 1997.

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

Debenture (the "Deed") dated 1st May, 1997 among the Chargor, Cable & Wireless Communications plc (the "Chargee") and other parties named therein.

Amount secured by the mortgage or charge

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Chargee under the Credit Agreement (including all fees, costs, expenses and interest in relation thereto) except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 (the "Secured Liabilities").

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

Cable & Wireless Communications plc at 124 Theobalds Road, London WC1X 8RX.

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

Allen & Overy
One New Change
London

For official use
Mortgage Section

Post room

B2:86767

Time critical reference



Short particulars of all the property mortgaged or charged

(A) The Chargor, as beneficial owner and as security for the payment of all the Secured Liabilities, charges in favour of the Chargee:-

(a) by way of a first fixed charge:

(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;

(See Continuation Sheet 1)

Please do not write in this margin

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Allen & Overy

Date

15th May 1997

On behalf of [company] [mortgagee/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.

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

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

CHA 116

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Company Number

03128449

Name of Company

BELL CABLEMEDIA (COUNTY DURHAM) LIMITED (the "Chargor")

Limited*

* delete if
inappropriate

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

- (iii) any Tangible Moveable Property in its possession;
- (iv) all Shares held by it and/or any nominee on its behalf and all Related Rights accruing to the Shares;
- (v) all moneys standing to the credit of any account with any person and the debts represented by them;
- (vi) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them;
- (vii) all of the Chargor's book and other debts, the proceeds of the same and all other moneys due and owing to the Chargor and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- (viii) (to the extent that they do not fall within any other sub-paragraph of this paragraph (b)) all of the Chargor's rights and benefits under 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;
- (ix) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- (x) the Chargor's goodwill;
- (xi) to the extent that they are able to be the subject of any security interest, the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with the Chargor's business or the use of any Security Asset specified in any other sub-paragraph herein and the right to recover and receive all compensation which may be payable to it in respect of them;
- (xii) the Chargor's uncalled capital;
- (xiii) the Chargor's Intellectual Property Rights; and
- (xiv) the Chargor's interest in any loans made by it to any of its subsidiaries and any related security for such loan.

(B) The Chargor as beneficial owner and as security for the payment of all of the Secured Liabilities, charges in favour of the Chargee by way of a first floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by (A) above.

For the purposes of this 395:

A reference in the Deed to a charge or mortgage of any freehold or leasehold property includes:

- (i) all buildings and Fixtures on that property;
- (ii) the proceeds of sale or any part of that property; and
- (iii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

"Credit Agreement" means the credit agreement made, inter alia, between the Chargor and the Chargee dated on or about the date of the Deed.

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

(See Continuation Sheet 2)

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

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

CHA 116

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Company Number

03128449

Name of Company

BELL CABLEMEDIA (COUNTY DURHAM) LIMITED (the "Chargor)

Limited*

* delete if
inappropriate

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

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

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"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).

"Material Real Property" means:

(a) freehold or leasehold property with a market value exceeding £1,000,000; or

(b) freehold or leasehold property on which any headend equipment or switch equipment is located.

"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 option rights or otherwise.

"Security Assets" means all assets of the Chargor the subject of any security created by this Deed.

"Shares" means the shares in any member of the Group and any other shares in any member of the Group from time to time which are held by the Chargor or a nominee on behalf of the Chargor.

"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 Chargor as part of the construction of a cable system; and

(d) all proprietary computer software now or hereafter belonging to the Chargor 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.

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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. 03128449

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st MAY 1997 AND CREATED BY BELL CABLEMEDIA (COUNTY DURHAM) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CABLE & WIRELESS COMMUNICATIONS PLC ON ANY ACCOUNT WHATSOEVER PURSUANT TO THE TERMS OF THE CREDIT AGREEMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th MAY 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MAY 1997.

A handwritten signature in ink, appearing to be 'S. J. Jones', written over a faint circular stamp.

for the Registrar of Companies

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15/5
21-5



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