

M

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

U4

1969097

Name of company

* DELAWARE COMMUNICATIONS PLC

*Insert full name
of company

Date of creation of the charge

21st DECEMBER 1998

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

DEBENTURE

Amount secured by the mortgage or charge

All monies obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bank of Ireland by the Company in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principle or surety) together with interest at the date of payment, commission fees and other charges and all legal and other costs, charges and expenses incurred by the Bank of Ireland.

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

BANK OF IRELAND
LOWER BAGGOT STREET
DUBLIN 2 EIRE

Postcode

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

Calkin & Lewis
DX 707293
EOGBASTON.

For official use
Mortgage section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

FIRSTLY all the freehold and leasehold property (if any) of the Company and all buildings structures fixtures (including trade fixtures) fixed plant machinery and equipment from time to time thereon

SECONDLY all future freehold and leasehold property of the Company and all buildings structures fixtures (including trade fixtures) fixed plant machinery and equipment from time to time thereon

THIRDLY all present and future goodwill and connection with all businesses carried on by or on behalf of the Company, any patents, trade marks, copyrights, registered designs and similar assets or rights for the time being owned or held by the Company including all fees royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Company

FOURTHLY all book debts and other debts and all monies whatsoever for the time being due, owing or payable to the Company (including the benefit of any judgment

(See 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)

NIL

Signed



Date

21/12/98

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.

Continuation Sheet

or order to pay a sum of money) and the benefit of any mortgages, charges, pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising for the time being held by the Company in respect of any such debts or monies and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company.

FIFTHLY all shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interests and other distributions and all accretions benefits or advantages

SIXTHLY all the right, title and interest of the Company to and in any proceeds of any present or future insurances

SEVENTHLY the undertaking and all other property assets and rights of the Company whatsoever and wheresoever both present and future

The Charge hereby created shall as regards the property firstly, secondly, thirdly, fourthly, fifthly and sixthly described be a fixed charge (and as regards all those parts of the property firstly and secondly described now or hereafter vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the property seventhly described and to the extent any property assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of fixed charge shall be a floating charge but so that the Company shall not without the consent in writing of the Bank of Ireland create any mortgage, debenture, charge, pledge or any security interest whatsoever upon and so that no lien or right of set off shall in any case or in any manner arise on or affect any part of the property described either in priority 2 or pari passu with the charge hereby created or which will rank after the charge contained in this Debenture

A handwritten signature in black ink, appearing to read 'Campbell', with a long horizontal flourish extending to the right.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01969097

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 21st DECEMBER 1998 AND CREATED BY DELAWARE COMMUNICATIONS PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd DECEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th DECEMBER 1998.

J. JENKINS

for the Registrar of Companies

A large, stylized handwritten signature in black ink, possibly reading 'P. J. Jenkins'.



COMPANIES HOUSE