

# G

CHFP025

COMPANIES FORM No. 155(6)b

## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

# 155(6)b

Please do not  
write in this  
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

2804553

Name of company

\* Filegale Limited

**Note**  
Please read the notes  
on page 3 before  
completing this form.

\* insert full name  
of company

☒ We ☐ See Appendix A

☐ insert name(s) and  
address(es) of all  
the directors

† delete as  
appropriate

~~(the sole director)~~ [all the directors]† of the above company (hereinafter called 'this company') do  
solemnly and sincerely declare that:

§ delete whichever  
is inappropriate

The business of this company is:

~~(a) that of a recognised bank (licensed institution) within the meaning of the Banking Act 1979~~§

~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on  
insurance business in the United Kingdom~~§

(c) something other than the above§

This company is ~~(the)~~ [a] holding company of\* Imminus Limited

\_\_\_\_\_ which is

proposing to give financial assistance in connection with the acquisition of shares

in [this company] [ \_\_\_\_\_

\_\_\_\_\_ the holding company of this company.]†

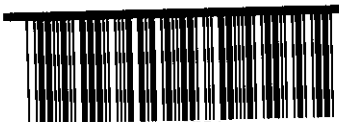
Presentor's name address and  
reference (if any) :

Weil, Gotshall & Manges  
One South Place  
London  
EC2M 2WG

DX: 124402 LONDON/CITY  
260269

For official Use  
General Section

Post room



LD7  
COMPANIES HOUSE

\*LHJYCZBA\*

0700  
28/03/01

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not  
write in this  
margin

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

The number and class of the shares acquired or to be acquired is: 339,000 ordinary shares of  
10p each in the share capital of this company

The assistance is to be given to: (note 2) Telewest Communications Networks Limited, Unit  
1, Genesis Business Park, Albert Drive, Woking, Surrey GU21 5RW

The assistance will take the form of:

See Appendix B

The person who [has acquired] ~~[will acquire]~~† the shares is:

General Cable Limited, Unit 1, Genesis Business Park, Albert Drive, Woking,  
Surrey GU21 5RW

† delete as  
appropriate

The principal terms on which the assistance will be given are:

See Appendix C

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced  
by giving it is Nil

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

Please do not  
write in this  
margin

The date on which the assistance is to be given is See Appendix D

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

~~X~~/We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~X~~/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date\* (note 3)

\* delete either (a) or  
(b) as appropriate

(b) [It is intended to commence the winding-up of this company within 12 months of that date, and ~~X~~/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding-up.]\* (note 3)

And ~~X~~/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 160 Great Portland Street  
London W1W 5QA

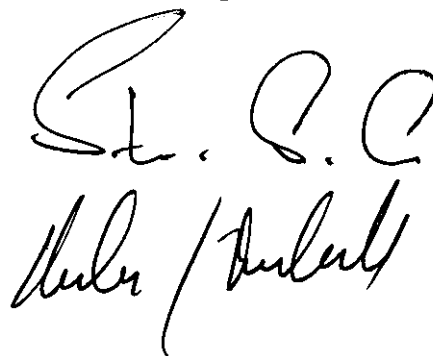
Declarants to sign below

Day Month Year  
on 

|   |    |    |   |   |   |   |
|---|----|----|---|---|---|---|
| 1 | 15 | 03 | 2 | 0 | 0 | 1 |
|---|----|----|---|---|---|---|

before me G. Jones

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.



## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**Appendix A**

CHARLES JAMES BURDICK

Flat C

64-65 Cornwall Gardens

London

SW7 4BD

STEPHEN SANDS COOK

8 Culford Gardens

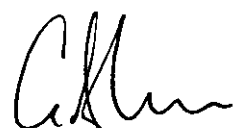
London

SW3 2ST

A handwritten signature in black ink, appearing to be 'C. James Burdick'.

**Appendix B**

The assistance will take the form of the execution by the Subsidiary, and the Subsidiary complying with and fulfilling its obligations thereunder, of the Loan Agreement, the Debenture and the Intercreditor Deed (each as defined in Appendix C to this Statutory Declaration).

A handwritten signature in black ink, appearing to be 'C. H. M.', located in the bottom right corner of the page.

## Appendix C

The principal terms on which the assistance will be given are the Subsidiary entering into the following documents:

- (i) the Debenture and therefore:
  - (a) guaranteeing that it will pay to the Security Trustee on demand for the account of the relevant Beneficiaries all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Beneficiaries (or any of them) by any other Chargor under or pursuant to the Transaction Documents;
  - (b) indemnifying the Security Trustee and the Beneficiaries against all damages, losses, costs and expenses incurred if any purported obligation or liability of any Chargor under Clause 2.1.2 of the Debenture is not or ceases to be valid or enforceable against such Chargor on any ground whatsoever whether or not known to any of the Beneficiaries or the Security Trustee; and
  - (c) granting security for the payment and discharge of the Secured Obligations; and
- (ii) the Loan Agreement; and
- (iii) the Intercreditor Deed,

each in connection with the refinancing of the indebtedness incurred by General Cable Holdings Limited which in turn refinanced the indebtedness of General Cable Limited (formerly General Cable PLC) for the Acquisition.

**"Acquisition"** means the acquisition by General Cable Limited (formerly General Cable Plc) of all the issued ordinary capital of Filegale Limited other than the "C" ordinary share capital;

**"Beneficiaries"** means each of the parties referred to in the Loan Agreement as Beneficiaries;

**"Chargors"** means each of the parties referred to in the Debenture as Chargors;

**"Debenture"** means the first ranking composite guarantee and debenture dated 16 March 2001 and entered into by TCN, the US Borrower, the companies and associated partnerships named therein and the Security Trustee;

**"Loan Agreement"** means the loan agreement dated 16 March 2001 and entered into between TCN, the US Borrower, the companies and associated partnerships named therein, the financial institutions described therein as lead arrangers, the banks and financial institutions described therein as banks, CIBC World Markets plc as agent and the Security Trustee;

**"Intercreditor Deed"** means the intercreditor deed dated 16 March 2001 and entered into between TCN, Telewest, the US Borrower, the companies and associated partnerships named therein, the financial institutions described therein as banks, CIBC World Markets plc as agent, the Security Trustee, the financial institutions described therein as lead arrangers, the Lessors, the



agent of the Lessors, the companies described therein as lessees, the financial institutions described therein as hedge counterparties and Crosby Sterling Limited;

**"Lessors"** means Lloyds (Nimrod) Specialist Finance Limited, Robert Fleming Leasing (Number 4) Limited and Lombard Commercial Limited;

**"Secured Obligations"** means each of the obligations of the Chargors referred to in the Intercreditor Deed as Secured Obligations;

**"Security Trustee"** means CIBC World Markets plc of Cottons Centre, Cottons Lane, London SE1 2QL;

**"Subsidiary"** means Imminus Limited (No. 01785381).

**"TCN"** means Telewest Communications Networks Limited (No. 3071086) whose registered office is at Unit 1, Genesis Business Park, Albert Drive, Woking, Surrey GU21 5RW;

**"Telewest"** means Telewest Communications plc (No. 2983307) whose registered office is at Unit 1, Genesis Business Park, Albert Drive, Woking, Surrey GU21 5RW;

**"Transaction Documents"** means each of the documents referred to in the Intercreditor Deed as Transaction Documents; and

**"US Borrower"** means Telewest Finance Corporation.

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**Appendix D**

Within eight weeks of the date of this Statutory Declaration or, if earlier, the date of the Statutory Declaration made by all the directors of the Subsidiary in Form 155(6)a.

A handwritten signature in black ink, appearing to be 'C. Khan' or similar, located in the bottom right corner of the page.