

# M

COMPANIES FORM No. 419a (Scot)

## Application for registration of a memorandum of satisfaction in full or in part of a registered charge

# 419a

Please do not  
write in  
this margin

Pursuant to section 419(1)(a) of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf)

For official use

Company number

[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

SC122481

Name of company

\*  
insert full name  
of company

\* TELEWEST COMMUNICATIONS (FALKIRK) LIMITED  
(the "Company")

I, JOHN MICHAEL LIVER  
of BROOK HOUSE, HOMESTEAD ROAD, GLENBRIDGE, KENT TN8 6TD

†  
delete as  
appropriate

~~[a director]~~ [the secretary] ~~[the liquidator]~~ ~~[the receiver]~~ ~~[the administrator]~~ † of the company,

do solemnly and sincerely declare that the debt for which the charge described overleaf was given has  
been paid or satisfied in [full] ~~[part]~~ †

And I 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 WEIL, GOTSHAL & MANGES  
ONE SOUTH PLACE  
LONDON  
EC2M 2WG

Declarant to sign below

the 20<sup>th</sup> day of MAY

one thousand nine hundred and NINETY NINE

before me Ashley Aymer ASHLEY J. AYMER

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

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

Dundas & Wilson CS  
Saltire Court  
20 Castle Terrace  
EDINBURGH EH3 2EN  
KEW/CJA/nm

For official Use

Charges Section

Post room



SCT \*S0954IGW\* 1340  
COMPANIES HOUSE 30/07/99

# Particulars of the charge to which the application overleaf refers

Please do not  
write in  
this margin

Date of creation of the charge

26th September 1998

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

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

Guarantee and Debenture (the "Deed")

‡ insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Charge',  
'Debenture' etc.

Date of Registration Ø

13th October 1998

Ø the date of  
registration may  
be confirmed from  
the certificate

Short particulars of property changed

See Paper Apart 1

Where a FLOATING CHARGE is being satisfied, the following Certificate MUST be completed:

## CERTIFICATE

I JERRY MOORE  
of THE TORONTO - DOMINION BANK  
being ~~[the creditor]~~ [a person authorised to act on behalf of the creditor]† entitled to the benefit of  
the floating charge specified above certify that the particulars above relating to the charge and its  
satisfaction are correct.

† delete as  
appropriate

Signature 

Date

20/7/99

## Note

The address of the Registrar of Companies is:-

Companies House,  
37 Castle Terrace,  
Edinburgh  
EH1 2EB

**Paper Apart 1 relative to Companies Form 419a in satisfaction of a Guarantee and Debenture dated 26<sup>th</sup> September 1998**

**Short Particulars of property charged:**

The Company's right, title and/or interest in the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have any right, title or interest

- (a) Properties, all freehold, leasehold and heritable property and land of the Company with a book value (excluding tenants' improvements) of £500,000 or more as shown in the most recent audited financial statements of the Company or, if not so shown, as at the date of the acquisition thereof (including without limitation the properties specified in schedule 5 of the Debenture) and all liens, charges, options, agreements, rights and interests in or over such property or land or the proceeds of sale of such property or land (PROVIDED THAT until the Enforcement Date the Company shall be able to use any such proceeds of sale in a manner permitted by the Agreement or the Debenture) and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land (other than any such plant and machinery which is the subject of a lease where the title thereto vests in the relevant lessor and not the Company) together with all rights, easements and privileges appurtenant to, or benefiting, the same (save that, in the case of any rights granted to the Company by virtue of the Telecommunications Code incorporated in schedule 2 of the Telecommunications Act 1984, such charge shall be deemed only to be effective to the extent not prohibited by such Act or any regulation made thereunder) EXCEPT THAT if any of the Properties charged under clause 3.1(a) of the Debenture are subject to a Prior Charge (including, for the avoidance of doubt, the First Guarantee and Debenture) or are or become subject to a Permitted Encumbrance then:
  - (i) the charge created by clause 3.1(a) of the Debenture shall rank behind such Prior Charge or Permitted Encumbrance; and
  - (ii) if, in relation to existing Prior Charges or Permitted Encumbrances, the consent of the relevant chargee is required for the creation of the charge granted by Clause 3.1(a) of the Debenture, the Charge shall not attach to the relevant Property until such consent has been obtained. The Company agrees that it will use all reasonable endeavours to obtain all relevant consents as soon as is reasonably practicable.
- (b) Plant and Machinery: all plant, machinery, vehicles, computers and office and other equipment (unless the same is the subject of a lease where the title thereto vests in the relevant lessor and not the Company) and the benefit of all contracts and warranties relation to the same to the extent that the terms of any such agreements do not prohibit the granting of such a charge, security interest or lien;
- (c) Securities: all stocks, shares whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) of the Company in any TCN Entity (but excluding partnership interests in the Original Charging Partnerships that are organised in one of the United States of America to the extent that such interest

are subject to a valid and binding Pledge and Security Agreement), including allotments, rights, benefits and advantages whatsoever at any time accruing or offered in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof,

- (d) Debts: the Earnings due to it and all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing the Company or purchased or otherwise acquired by it including, without limitation, any amount from time to time standing to the credit of any bank or other account of the Company with the Security Trustee, any of the Beneficiaries or with any other person and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and association rights.

By clause 3.2 of the Debenture the Company, subject to the Senior Security Documents, assigns absolutely to the Security Trustee (but, save as provided in Clause 13.4 of the debenture, subject to redemption upon payment and discharge of the Secured Obligations) with full title guarantee and (to the extent set out below) all its right, title, benefit and interest whatsoever present and future in and under the Licences granted to or in which the Company has any interest at any relevant time or is a party to the extent that the terms of the relevant Licence or any Telecommunications or Cable Law (as the case may be) do not prohibit the granting of such assignment as a continuing security for the payment and discharge of the Secured Obligations.

By clause 3.3 of the Debenture the Company, subject to the Senior Security Documents, assigns absolutely to the Security Trustee (but, save as provided in Clause 13.4 of the Debenture) subject to redemption upon payment or discharge of the Secured Obligations) with full title guarantee all its right, title, benefit and interest whatsoever present and future in and under the Non-Guaranteed Switch Leases entered into by the Company at any relevant time including, for the avoidance of doubt, sub-leases entered into by the Company with a Restricted Person in relation to a Switch Finance Lease entered into by that Restricted Person.

By clause 3.4 of the Debenture, the Company, subject to the Senior Security Documents, assigns absolutely to the Security Trustee (but, save as provided in Clause 13.4 of the Debenture, subject to redemption upon payment or discharge of the Secured Obligations) with full title guarantee all its rights, title, benefit and interest whatsoever present and future to all monies from time to time payable to the Company under or pursuant to the Insurances (to the extent that such monies are not payable to (a) a third party under third party liability insurance or (b) (i) lessors of assets to any member of the TCN Group or Telewest or (ii) lenders to any member of the TCN Group or Telewest, by reason of any Encumbrance over the Insurances where the relevant borrowing is a permitted borrowing (or a borrowing of Telewest not prohibited under the Deed of Subordination) and is either a Finance Lease or secured by Permitted Encumbrances) including, without limitation, the refund of premiums as a continuing security for the payment and discharge of the Secured Obligations.

By Clause 3.5 of the Debenture the Company charges to the Security Trustee by way of floating charge ranking as a floating charge behind only the floating charges created by the

Senior Security Documents with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assigned pursuant to Clauses 3.1, 3.2, 3.3 or 3.4 or otherwise of the Debenture but including (without limitation whether or not so effectively charged) any of its property and assets situated in Scotland provided that, for the avoidance of doubt, the floating charge shall not attach to any plant or machinery, or any lease interest therein, which is the subject of a lease where the title thereto rests on the relevant lessors and not the Company.

**Capitalised terms are as defined in the Deed.**

## REGISTER of Charges, Alterations to Charges,

COMPANY: SC122481 CHARGE: 5						
(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge  £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
13/10/1998		26/ 9/98 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	THE TORONTO-DOMINION BANK AS SECURITY TRUSTEE
GUARANTEE AND DEBENTURE INCORPORATING FIXED AND FLOATING CHARGES						

# Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC122481 CHARGE: 5

(8)	(9)	(10)	(11)	(12)		
				Receiver		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE			30/ 7/99 FULLY			