

07-01-98

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COMPANIES FORM No. 155(6)a

**Declaration in relation to
assistance for the acquisition
of shares.****155(6)a**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

For official use

Company number

[] [] [] []

1785381

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

Name of company

Imminus Limited

Insert full name
of company

I/We† see Appendix A being two of the eight directors

Insert name(s) and
address(es) of all
the directorsDelete as
appropriate 3(r(the sole director) (all the directors) of the above company do solemnly and sincerely declare that:
The business of the company is:Delete whichever
is inappropriate

- (a) that of a bank (or group of banks) (a credit institution) within the meaning of the Banking Act 1979†
 (b) that of a person authorised under section 80 of the Companies Act 1985 to carry on
 insurance business in the United Kingdom†
 (c) something other than the above†

3(r The company is proposing to give financial assistance in connection with the acquisition of shares in the
[company] (company's holding company Filegale

Limited)†

The assistance is for the purpose of [the acquisition] (reducing or discharging a liability incurred for the
purpose of that acquisition)†The number and class of the shares acquired or to be acquired is: 339,000 Ordinary shares
of 10 pence each in the share capital of Filegale LimitedPresenter's name, address and
reference (if any):Allen & Overy
One New Change
London
EC4M 9QQFor official use
General Section

Post room



The assistance is to be given to: (note 2) General Cable Holdings Limited, 37 Old Queen Street, London SW1H 9JA

Please do not write in this margin

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

The assistance will take the form of:

See Appendix B

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

General Cable PLC, 37 Old Queen Street, London SW1H 9JA

*Delete as appropriate

The principal terms on which assistance will be given are:

See Appendix C

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

The date on which the assistance is to be given is See Appendix D 19

Please do not
write in this
margin

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

Delete either (a) or
(b) as appropriate

I/We have formed the opinion, as regards the 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) [I/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]† (note 3)

(b) ~~[It is intended to commence the winding up of the company within 12 months of that date and I/We have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]† (note 3)~~

BCE

And I/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 37-41 OLD QUEEN STREET
LONDON SW1H 9JA

the 19th day of December
One thousand nine hundred and ninety-seven

before me B.C. Rickman
BEYAN COLIN RICKMAN CAMPBELL HOOPER
A Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on
a Commissioner for Oaths.

Declarants to sign below

[Signature]
[Signature]

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 158(4) of the Companies Act 1985 must be annexed to this form.

07 - 01 - 98

Imminus Limited

Form 155(6)(n)

Appendix A

Philippe Xavier Galteau
10 Rue de la Cure
Paris 75016
France

David John Miller
1 Asmara Road
London NW2 3SS

Imminus Limited

Form 155(6)(a)

Appendix B

The assistance will take the form of:

- (i) the Company entering into the Credit Agreement and:
 - (a) guaranteeing to each Finance Party the prompt performance by each other Obligor of all such other Obligor's obligations under the Finance Documents; and
 - (b) undertaking with each Finance Party that it shall forthwith on demand by the Agent whenever any other Obligor does not pay any amount when due under or in connection with any Finance Document, pay that amount as if it instead of the other Obligor were expressed to be the principal obligor;
 - (c) indemnifying each Finance Party on demand against any loss or liability suffered by such Finance Party if any obligation guaranteed by any Obligor under Clause 15.1 (Guarantee) of the Credit Agreement is or becomes unenforceable, invalid or illegal;
- (ii) the Company entering into the Debenture and granting security for all the present and future, actual and contingent obligations of the Obligors to the Beneficiaries under the Finance Documents; and
- (iii) the Company entering into the other Finance Documents to which it is a party,

each in connection with the refinancing of the indebtedness incurred by General Cable PLC for the Acquisition.

"Acquisition" means the acquisition by General Cable PLC of all the issued ordinary share capital of Filegate Limited other than the "C" ordinary share capital.

"Additional Debenture" means a security document in substantially the form of the Debenture to be entered into by an Additional Obligor.

"Additional Obligor" means a member of the Borrower Group which becomes an Obligor in accordance with Clause 26.4 (Additional Obligors) of the Credit Agreement.

"Agent" means National Westminster Bank Plc in its capacity as agent for the Banks.

"Arranger" means each of Banque Paribas, CIBC Wood Gundy Plc, NatWest Markets and The Toronto-Dominion Bank.

"Banks" has the meaning ascribed to it in the Credit Agreement.

"Beneficiaries" means the Security Trustee, the Agent, the Initial Beneficiaries and each other Bank.

"Borrower" means General Cable Holdings Limited.

"Borrower Group" means the Borrower and its Subsidiaries from time to time.

"Company" means Imminus Limited.

"Credit Agreement" means the credit agreement to be entered into between General Cable Holdings Limited as Borrower; the Original Guarantors; Banque Paribas, CIBC Wood Gundy, NatWest Markets and The Toronto-Dominion Bank as Arrangers; National Westminster Bank Plc as Security Trustee; National Westminster Bank Plc as Agent; and the Banks (as therein defined).

"Debenture" means the debenture to be entered into between General Cable Holdings Limited, the Original Guarantors and National Westminster Bank PLC as Security Trustee.

"Finance Documents" means any of:

- (a) the Credit Agreement;
- (b) any Security Document;
- (c) the Intercreditor Agreement;
- (d) the Security Trust Deed;
- (e) the Barclays Intercreditor Agreement;
- (f) the Fee Letter;
- (g) any Novation Certificate;
- (h) any Obligor Accession Agreement;
- (i) any Interest Rate Protection Agreement;
- (j) any Lessor Direct Agreement,

and any other document designated as such in writing by the Agent and the Borrower.

"Finance Party" means an Arranger, a Bank, an Interest Rate Protection Bank, the Agent or the Security Trustee.

"Fee Letter" means the letter(s) to be dated the date of the Credit Agreement between the Arrangers and the Borrower under Clauses 20.1 (Arrangement fee) and 20.3 (Agent's fee) of the Credit Agreement.

"Initial Beneficiaries" means the financial institutions named on the signing pages of the Security Trust Deed as Initial Beneficiaries.

"Intercreditor Agreement" means the Intercreditor Agreement to be entered into between General Cable Holdings Limited, the companies described therein as guarantors, the financial institutions described therein as banks, National Westminster Bank Plc as facility agent and security trustee, Lombard Commercial Limited, Robert Fleming Leasing (Number 4) Limited and NatWest Specialist Finance Limited as lessors, The Cable Corporation Limited and The Yorkshire Cable Group Limited as lessees, Banque Paribas, CLF Municipal Bank, Credit Agricole Indosuez and Société Générale as original LC banks, National Westminster Bank Plc and The Toronto-Dominion Bank as original hedging counterparties and General Cable PLC as subordinated lender.

"Interest Rate Protection Bank" has the same meaning as "Hedging Counterparty" in the Intercreditor Agreement.

"Novation Certificate" has the meaning given to it in Clause 26.3 (Procedure for Novations) of the Credit Agreement.

"Obligor" means, subject to clause 26.5 (Release of Obligor) of the Credit Agreement, the Borrower, any Original Guarantor or an Additional Obligor.

"Original Guarantors" means the companies listed in Schedule 1 to the Credit Agreement.

"Security Document" means any of:

- (a) the Debenture;
- (b) any Additional Debenture; and
- (c) any other document from time to time creating or evidencing a Security Interest in respect of the obligations of the Obligor under the Credit Agreement.

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security or hypothecation or similar security interest or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect.

"Security Trust Deed" means the security trust deed to be dated the same date as the Credit Agreement between the Obligor, the Security Trustee, the Agent and the Banks.

"Security Trustee" means National Westminster Bank Plc in its capacity as security trustee and trustee for the Banks.

"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) for the purposes of calculation of the financial covenants in Clause 17.17 (Financial covenants) of the Credit Agreement only, as subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

07-01-98

Imminus Limited

Form 155(6)(a)

Appendix C

The assistance is to be granted on the terms set out in the Credit Agreement, the Debenture and the other Finance Documents to which the Company is a party (each as defined in Appendix B to this Statutory Declaration).

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Immunus Limited

Form 155(6)(a)

Appendix D

Within eight weeks of the date of this Statutory Declaration.

B1:116868.1

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**Coopers
& Lybrand**

business assurance
business recovery and insolvency
corporate finance
management consulting
tax and human resource advice

Abacus House
Castle Park
Gloucester Street
Cambridge CB3 0AN

telephone (01223) 460055
telex (01223) 552330

your reference

our reference
tw/st/imminus1201

The Directors
Imminus Limited
Ashurst, Southgate Park
Bakewell Road
Orton Southgate
Peterborough
PE2 6YS

19 December 1997

Auditors' report to the directors of Imminus Limited pursuant to section 156 (4) of the Companies Act 1985

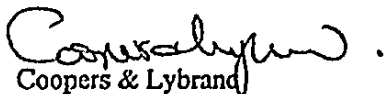
We have examined the attached statutory declaration of the directors of Imminus Limited ("the Company") dated 19 December 1997 in connection with the proposal that the Company should give financial assistance for the purchase of the ordinary share capital of the Company's holding company, Filegate Limited.

Basis of opinion

We have enquired into the Company's state of affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.


Coopers & Lybrand

Chartered Accountants

A list of the names of the partners in the United Kingdom firms of Coopers & Lybrand and its associate partnerships are open to inspection at the above address and at 1 Embury Street, London WC2N 6AH, which is the principal place of business.

All partners in the associate partnerships are authorised to conduct business as agents of, and all contracts for services to clients are with, Coopers & Lybrand. Coopers & Lybrand is authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.

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