



CHA 116

Please do not  
write in this  
margin

## COMPANIES FORM No. 155(6)a

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

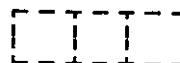
Pursuant to section 155(6) of the Companies Act 1985

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

†Insert name(s) and  
address(es) of all  
the directors

\*†/We† John Phillip Greenhalgh of 91 Paulsgrove, Orton Wistow, Peterborough,  
Cambridgeshire PE2 6YF; Graham Peter Herbert of 11 Old North Road,  
Wansford, Peterborough, Cambridgeshire PE8 6LB; Anthony John Jones of  
5 Mendip Close, Spalding, Lincolnshire PE11 3AR; Harold Ernest Smart  
of Tinkers Hall Farm, Furneaux Pelham, Huntingford, Hertfordshire SG9  
0LJ; Linda Gay Wilkinson of The Cottage, Yarwell Road, Wansford,  
Peterborough, Cambridgeshire; Philippe Xavier Galteau of 10 Rue de la  
Cure, Paris, 75016, France (see Appendix A on Attachment)

§Delete as  
appropriate

~~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 recognised bank, licensed institution within the meaning of the Banking Act 1979;~~  
~~(b) that of a person authorised under section 4 of the Insurance Companies Act 1982 to carry on  
insurance business in the United Kingdom;~~  
(c) something other than the above†

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 ~~that 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: See Appendix B

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

Simmons & Simmons  
21 Wilson Street  
London  
EC2M 2TX

For official use

General Section

Post room



The assistance is to be given to: (note 2) General Cable PLC of 37 Old Queen Street,  
London, SW1H 9JA; National Westminster Bank Plc of 41 Lothbury, London EC2P 2BP;  
Robert Fleming & Co. Limited of 25 Copthall Avenue, London EC2R 7DR.

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:

The execution of the following as the same may be amended, varied,  
supplemented or restated from time to time:

1. a Facility Agreement (the "Facility Agreement") between (1) the Company, (2) General Cable PLC ("GC") and Filegale Limited, (3) NatWest Markets as arranger, (4) Robert Fleming & Co. Limited as co-arranger, (5) National Westminster Bank Plc as facility agent and trustee and (6) National Westminster Bank Plc and Robert Fleming & Co. Limited as banks (the "Banks");
  2. a Debenture (the "Debenture") granted by the Company in favour of National Westminster Bank Plc as trustee and constituting certain fixed and floating charges over the assets of the Company as security for sums owing under the Facility Agreement;
  3. an Intra-Group Loan Agreement (the "Intra-Group Loan Agreement") between (1) GC and (2) the Company relating to an intra-group loan facility to be made available to GC to refinance certain borrowings made by GC from Robert Fleming & Co. Limited.
- (see Appendix C of Attachment)

and in the case of the 'C' Shares

The person who [has acquired] [will acquire]\* the shares is:

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

\*Delete as  
appropriate

The principal terms on which assistance will be given are:

See Appendix D

The amount of cash to be transferred to the person assisted is £ up to £18,000,000 to GC

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 E

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

~~1/~~ 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) ~~1/~~ 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) ~~1/~~ ~~It is intended to commence the winding-up of the company within 12 months of that date, and 1/~~ 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)

And ~~1/~~ 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 ASHMURST SOUTHGATE PARK

OSTON SOUTHGATE PARKWAY RM

PETER BORDUCH

the 22<sup>nd</sup> day of MAY

One thousand nine hundred and NINETY SEVEN

before me [Signature]

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

[Signatures]

TIMOTHY A. THOMPSON

A SOLICITOR EMPOWERED

TO ADMINISTER 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.

## Attachment to Form G155(6)a - IMMINUS LIMITED

### Appendix A

David Miller of 1 Asmara Road, London NW2 3SS and Ian Gray of 7 York Gate, Regents Park, London NW1 4QG

### Appendix B

166,110 'A' Ordinary Shares of 10p each; 172,890 'B' Ordinary Shares of 10p each; 172,890 'C' Shares of 10p each.

### Appendix C

4. a Security Trust Deed (the "Security Trust Deed") between, inter alia, (1) National Westminster Bank Plc as trustee (the "Trustee"), (2) National Westminster Bank Plc as facility agent (the "Facility Agent"), (3) the Company, (4) Filegale Limited and GC;
5. a fee letter from Robert Fleming & Co. Limited and National Westminster Bank Plc to the Company and a fee letter from National Westminster Bank Plc to the Company, in each case setting out fees payable in connection with the Facility Agreement (together the "Fee Letters");
6. a Subordinated Loan Agreement (the "Subordinated Loan Agreement") between (1) GC, (2) the Company and (3) National Westminster Bank Plc as trustee relating to subordinated loan facilities to be made available by GC to the Company.

### Appendix D

1. Under the terms of the Facility Agreement the Company may borrow up to £18m for the purpose of on-lending the same to GC so that GC may pay and repay certain inter-company debt incurred by GC to re-finance the acquisition of certain of the shares of Filegale Limited, the Company's holding company. Amounts borrowed under the Facility Agreement must be repaid by 30 April 2002 in accordance with the repayment schedule set out in the Facility Agreement, and amounts borrowed will bear interest at a rate of LIBOR plus Minimum Liquid Asset requirement costs plus a margin of 2%, reducing to 0.50% if certain financial targets are met.
2. Under the terms of the Debenture the Company will create in favour of National Westminster Bank Plc as trustee for the Banks first fixed charges over certain of its assets and a floating charge over the whole of its undertaking and assets, present and future, including those assets over which fixed charges are also created, as security for the repayment of all amounts owing to the Banks pursuant to the Facility Agreement.
3. Under the terms of the Intra-Group Loan Agreement the Company will agree to

lend to GC such sums as GC considers necessary to allow GC to make payment of all sums due or to become due to Robert Fleming & Co. Limited in connection with a borrowing of £18m made by GC pursuant to a facility letter dated 2 May 1997 from Robert Fleming & Co. Limited to GC, provided always that the Company shall be obliged to lend such sums to GC only insofar as it is able to fund such lending by drawing down funds under the Facility Agreement. The Company will covenant to comply with the terms of the Facility Agreement and to make drawdown requests thereunder in such amounts and at such times as are necessary in order to comply with its obligation to lend sums to GC. Repayment and interest provisions of the Intra-Group Loan Agreement are designed to reflect those of the Facility Agreement, and are payable by GC to the Company (in the case of principal) at such times and in such amounts and in such manner as to enable the Company to make full and timely repayments of principal under the Facility Agreement and (in the case of interest) at such times and in such amounts as shall be agreed between GC and the Company.

4. Under the terms of the Security Trust Deed the Trustee will agree to hold the benefit of the security created by the debentures created by the Company and by Filegale Limited, the shares charge over the shares in Filegale Limited executed by GC, certain other shares charges to be executed by GC and others, certain deeds of priority to be executed pursuant to the Facility Agreement and all other documents from time to time constituting security for obligations under the Facility Agreement on trust for the Banks and the Company will provide certain indemnities to, and give certain undertakings for the benefit of, the Trustee, the Facility Agent and the Banks.
5. Under the terms of the Fee Letters, the Company will agree to pay the arranger's fees and facility agent's fees specified therein.
6. Under the terms of the Subordinated Loan Agreement GC may make loans to the Company on such terms as GC and the Company shall agree, subject to the provisions of the Security Trust Deed.
7. Under the terms of the Facility Agreement GC and Filegale Limited will agree as guarantor and primary obligor to provide a guarantee and indemnity in respect of all obligations of the Company under the Facility Agreement, the Security Trust Deed, the security documents referred to in paragraph 4 above, and the Fee Letters.

## Appendix E

Within 8 weeks of the date hereof.

# G

CHA 116

Please do not  
write in this  
margin

**COMPANIES FORM No. 155(6)a****Declaration in relation to  
assistance for the acquisition  
of shares.**

# 155(6)a

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

†Insert name(s) and  
address(es) of all  
the directors

\*We† John Phillip Greenhalgh of 91 Paulsgrove, Orton Wistow, Peterborough,  
Cambridgeshire PE2 6YF; Graham Peter Herbert of 11 Old North Road,  
Wansford, Peterborough, Cambridgeshire PE8 6LB; Anthony John Jones of  
5 Mendip Close, Spalding, Lincolnshire PE11 3AR; Harold Ernest Smart  
of Tinkers Hall Farm, Furneaux Pelham, Huntingford, Hertfordshire SG9  
0LJ; Linda Gay Wilkinson of The Cottage, Yarwell Road, Wansford,  
Peterborough, Cambridgeshire; Philippe Xavier Galteau of 10 Rue de la  
Cure, Paris, 75016, France (see Appendix A on Attachment)

§Delete as  
appropriate

~~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 recognised bank~~ ~~licensed institution~~§ with 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†

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 ~~that 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: See Appendix B

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

Simmons & Simmons  
21 Wilson Street  
London  
EC2M 2TX

For official use

General Section

Post room

The assistance is to be given to: (note 2) General Cable PLC of 37 Old Queen Street,  
London, SW1H 9JA; National Westminster Bank Plc of 41 Lothbury, London EC2P 2BP;  
Robert Fleming & Co. Limited of 25 Copthall Avenue, London EC2R 7DR.

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:

The execution of the following as the same may be amended, varied,  
supplemented or restated from time to time:

1. a Facility Agreement (the "Facility Agreement") between (1) the Company, (2) General Cable PLC ("GC") and Filegale Limited, (3) NatWest Markets as arranger, (4) Robert Fleming & Co. Limited as co- arranger, (5) National Westminster Bank Plc as facility agent and trustee and (6) National Westminster Bank Plc and Robert Fleming & Co. Limited as banks (the "Banks");
2. a Debenture (the "Debenture") granted by the Company in favour of National Westminster Bank Plc as trustee and constituting certain fixed and floating charges over the assets of the Company as security for sums owing under the Facility Agreement;
3. an Intra-Group Loan Agreement (the "Intra-Group Loan Agreement") between (1) GC and (2) the Company relating to an intra-group loan facility to be made available to GC to refinance certain borrowings made by GC from Robert Fleming & Co. Limited.

(see Appendix C of Attachment)

and in the case of the 'C' Shares

The person who [has acquired] [will acquire]\* the shares is:

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

\*Delete as  
appropriate

The principal terms on which assistance will be given are:

See Appendix D

The amount of cash to be transferred to the person assisted is £ up to £18,000,000 to GC

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 E

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

\*/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) ~~\*/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 \*/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)

And\*/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 Old Queen Street  
London SW1

the 22nd day of May

One thousand nine hundred and ninety-seven

before me M. J. E. DRAKE M.Drake

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]  
Dad Miller  
[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 156(4) of the Companies Act 1985 must be annexed to this form.



## Attachment to Form G155(6)a - IMMINUS LIMITED

### Appendix A

David Miller of 1 Asmara Road, London NW2 3SS and Ian Gray of 7 York Gate, Regents Park, London NW1 4QG

### Appendix B

166,110 'A' Ordinary Shares of 10p each; 172,890 'B' Ordinary Shares of 10p each; 172,890 'C' Shares of 10p each.

### Appendix C

4. a Security Trust Deed (the "Security Trust Deed") between, inter alia, (1) National Westminster Bank Plc as trustee (the "Trustee"), (2) National Westminster Bank Plc as facility agent (the "Facility Agent"), (3) the Company, (4) Filegale Limited and GC;
5. a fee letter from Robert Fleming & Co. Limited and National Westminster Bank Plc to the Company and a fee letter from National Westminster Bank Plc to the Company, in each case setting out fees payable in connection with the Facility Agreement (together the "Fee Letters");
6. a Subordinated Loan Agreement (the "Subordinated Loan Agreement") between (1) GC, (2) the Company and (3) National Westminster Bank Plc as trustee relating to subordinated loan facilities to be made available by GC to the Company.

### Appendix D

1. Under the terms of the Facility Agreement the Company may borrow up to £18m for the purpose of on-lending the same to GC so that GC may pay and repay certain inter-company debt incurred by GC to re-finance the acquisition of certain of the shares of Filegale Limited, the Company's holding company. Amounts borrowed under the Facility Agreement must be repaid by 30 April 2002 in accordance with the repayment schedule set out in the Facility Agreement, and amounts borrowed will bear interest at a rate of LIBOR plus Minimum Liquid Asset requirement costs plus a margin of 2%, reducing to 0.50% if certain financial targets are met.
2. Under the terms of the Debenture the Company will create in favour of National Westminster Bank Plc as trustee for the Banks first fixed charges over certain of its assets and a floating charge over the whole of its undertaking and assets, present and future, including those assets over which fixed charges are also created, as security for the repayment of all amounts owing to the Banks pursuant to the Facility Agreement.
3. Under the terms of the Intra-Group Loan Agreement the Company will agree to

lend to GC such sums as GC considers necessary to allow GC to make payment of all sums due or to become due to Robert Fleming & Co. Limited in connection with a borrowing of £18m made by GC pursuant to a facility letter dated 2 May 1997 from Robert Fleming & Co. Limited to GC, provided always that the Company shall be obliged to lend such sums to GC only insofar as it is able to fund such lending by drawing down funds under the Facility Agreement. The Company will covenant to comply with the terms of the Facility Agreement and to make drawdown requests thereunder in such amounts and at such times as are necessary in order to comply with its obligation to lend sums to GC. Repayment and interest provisions of the Intra-Group Loan Agreement are designed to reflect those of the Facility Agreement, and are payable by GC to the Company (in the case of principal) at such times and in such amounts and in such manner as to enable the Company to make full and timely repayments of principal under the Facility Agreement and (in the case of interest) at such times and in such amounts as shall be agreed between GC and the Company.

4. Under the terms of the Security Trust Deed the Trustee will agree to hold the benefit of the security created by the debentures created by the Company and by Filegale Limited, the shares charge over the shares in Filegale Limited executed by GC, certain other shares charges to be executed by GC and others, certain deeds of priority to be executed pursuant to the Facility Agreement and all other documents from time to time constituting security for obligations under the Facility Agreement on trust for the Banks and the Company will provide certain indemnities to, and give certain undertakings for the benefit of, the Trustee, the Facility Agent and the Banks.
5. Under the terms of the Fee Letters, the Company will agree to pay the arranger's fees and facility agent's fees specified therein.
6. Under the terms of the Subordinated Loan Agreement GC may make loans to the Company on such terms as GC and the Company shall agree, subject to the provisions of the Security Trust Deed.
7. Under the terms of the Facility Agreement GC and Filegale Limited will agree as guarantor and primary obligor to provide a guarantee and indemnity in respect of all obligations of the Company under the Facility Agreement, the Security Trust Deed, the security documents referred to in paragraph 4 above, and the Fee Letters.

## Appendix E

Within 8 weeks of the date hereof.

your reference

our reference

EP2.051/PJB53.sam/d24

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

27 May 1997

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

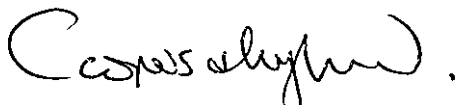
We have examined the attached statutory declaration of the directors of Imminus Limited (the "Company") dated 22 May 1997 in connection with the proposal that the Company should give financial assistance for the purchase of the ordinary share capital of the Company's holding company, Filegale Limited.

**Basis of opinion**

We have enquired into the state of the Company's 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.

  
Chartered Accountants