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THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

KVPARK LIMITED

(the "Company")

We the undersigned, being the sole member of the Company for the time being entitled to receive notice of, attend and vote at General Meetings of the Company hereby unanimously pass the following Resolutions and agree that the said Resolutions shall for all purposes be as valid and effective as if the same had been passed as Resolutions at a General Meeting of the Company duly convened and held:

1. "THAT the authorised Share Capital of the Company be increased from £1,000 to £101,000 by the creation of an additional 100,000 fixed rate cumulative redeemable preference shares of £1 each carrying the rights detailed in Resolution No.3."
2. "THAT pursuant to Section 80 of the Companies Act 1985 (a) the Directors be generally and unconditionally authorised to allot relevant securities (as defined in the said Section 80) up to a maximum nominal amount of £100,000 such authority to expire on the fifth anniversary of the date of the passing of this Resolution and (b) the Company be allowed to make an offer or agreement which would or might require relevant securities (defined as aforesaid) to be allotted after the foregoing authority has expired."
3. "THAT the following be incorporated into the Articles of Association of the Company:-

SHARE RIGHTS

7. (a) The Share Capital of the Company is £101,000 divided into 1000 Ordinary Shares of £1 each and 100,000 Fixed Rate Cumulative Redeemable Preference shares of £1 each (the "Preference Shares").

(b) The Preference Shares shall have the following rights and privileges and be subject to the following restrictions:

(1) Income

- (1) The holder of a Preference Share shall, subject to the provisions of the law, be entitled in priority to any payment

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of dividend on any other class of share not ranking pari passu with the Preference Shares, to a fixed cumulative preferential dividend accruing from and including the date on which such Preference Share is issued (the "Subscription Date") at the rate to be determined by the Board of Directors (or any duly authorised committee thereof) on the date of issue of the Preference Shares (such rate being exclusive of any imputed tax credit available to the holder of such Preference Shares) on the aggregate of the nominal value thereof and any premium paid on their issue (in relation to any Preference Shares of the Company, the "Paid Up Value") calculated on the basis of actual days elapsed in a 365 day year (the "Preferential Dividend").

- (ii) The Preferential Dividend shall be payable six monthly on 25th May and 25th November in immediately available funds in each year in respect of the six month period ending on but excluding that date (each such date being hereafter referred to as a "Dividend Payment Date").
- (iii) The Preferential Dividend shall be deemed to accrue from day to day. The Preferential Dividend shall (subject as provided below) ipso facto and without any resolution of the Directors or the Company in General Meeting become a debt due from and immediately payable by the Company to the registered holder of each Preference Share on the Dividend Payment Date concerned.
- (iv) The Preferential Dividend shall be cumulative and, accordingly, if and to the extent that the profits of the Company available for distribution by way of dividend are not sufficient to pay the full amount of the Preferential Dividend due for payment on a particular Dividend Payment Date then each Preferential Dividend which would have been payable on such date (or so much thereof as remains unpaid) shall, as soon thereafter as sufficient distributable profits are available, become a debt due from the Company and shall become payable in accordance with paragraph (iii) above.
- (v) If any payment under this Article 7 would become payable on a day which is not a Banking Day then the relevant payment shall be made on the immediately succeeding Banking Day (without any interest or payment in respect of such delay). The holders of the Preference Shares shall not be entitled to any further right of participation in the profits of the Company.
- (vi) The term "Banking Day" shall mean in these Articles a day on which banks generally are open for banking business in the City of London (excluding Saturdays or Sundays).
- (2) Capital
 - (1) On a return of capital on a winding-up or (other than a redemption of shares) otherwise the assets of the Company available for distribution to its Members shall be applied:
 - (A) first, in paying to the holders of the Preference Shares a sum equal to any arrears, deficiency or accruals of the Preferential Dividend thereon, calculated up to and including the date of the commencement of the winding-up (in the case of a winding-up) or the return of capital;

(B) secondly, in repaying the capital paid up on the Preference Shares together with the premium paid at the time of issue;

(C) thirdly, in distributing any balance of surplus assets then remaining rateably amongst the holders of any other class of shares in the Company according to the amounts paid up thereon; and

- (ii) the holders of the Preference Shares shall not be entitled to any further rights of participation in the assets of the Company.

(3) Voting

- (i) The holder or holders of the Preference Shares shall, by virtue of or in respect of its or their holdings of Preference Shares, have the right to receive notice of, and to attend and speak at, all General Meetings but not to vote at any General Meeting unless (A) in respect of the Preference Shares, at the date of such meeting, the Preferential Dividend on any such shares is in arrears or (B) in respect of the Preference Shares, a resolution is proposed abrogating, varying or modifying any of the rights or privileges attached to the Preference Shares or amending these Articles in any manner which materially affects the Preference Shares or for the winding-up of the Company or any reduction of its share capital other than a reduction in capital involving a repayment or a redemption of Preference Shares, in any of which cases any holder of a Preference Share shall have the right to vote at such General Meeting.

- (ii) If a holder of Preference Shares is entitled to vote at any General Meeting of the Company as a result of paragraph (i) above, he may vote only in respect of the resolution referred to in paragraph (i).

- (iii) Whenever any holder of Preference Shares is entitled to vote at a General Meeting, on a show of hands every such holder who is present in person shall have one vote and on a poll every holder thereof who is present in person shall have one vote for every such Preference Share of which he is the holder.

(4) Redemption

- (i) Subject to the provisions of the Act and to the provisions of these Articles, the Company shall redeem all (but not some only) of the Preference Shares on the day which is the twentieth anniversary of the date of issue thereof and shall have the right (the "Redemption Right") to redeem the Preference Shares following the exercise of any right of the holder or holders of a majority in nominal value of the issued fixed rate cumulative redeemable preference shares of £1 each in Cable Finance Limited ("Cable Finance Preference Shares") to require General Cable PLC to purchase such Cable Finance Preference Shares or the exercise of any right of General Cable PLC to purchase a majority in nominal value of the Cable Finance Preference Shares. Any such redemption of Preference Shares shall be notified to their holders in writing. In this

Article "Actual Redemption Date" means the date which is the twentieth anniversary of the date of issue of the Preference Shares or, if earlier, the date upon which the Preference Shares are due to be redeemed by the Company pursuant to the exercise of the Redemption Right provided that if the Actual Redemption Date would, but for this proviso, be a date which is not a Banking Day, the Actual Redemption Date shall be the immediately succeeding Banking Day.

- (ii) On the Actual Redemption Date, each holder of a Preference Share due to be redeemed shall deliver the relevant share certificate(s) or a Lost Share Certificate Indemnity (as such term is defined in paragraph (vi) below) to the Company against payment to such holder in immediately available funds (subject to paragraph (iv) below) of the sum specified in paragraph (iii) below.
- (iii) The Company shall, having complied with any relevant obligations under paragraph (i) above, pay on each fully paid Preference Share so redeemed a sum (the "Redemption Price") equal to the Paid Up Value of that Preference Share and such sum is equal to any arrears, deficiency or accruals of the Preferential Dividend on the Preference Shares so redeemed calculated up to and including the Actual Redemption Date.
- (iv) The Company may, at its election, satisfy the Redemption Price in whole or in part by the assignment to the relevant holder of all or part of the General Cable Loan ("the Assignable Debt") provided that the value of the Assignable Debt assigned by virtue of this Article does not exceed the Paid Up Value of the Preference Shares redeemed. For these purposes the General Cable Loan means the sum of £100,000,000 advanced by the Company to General Cable PLC pursuant to the agreement to be dated 25th May 1995 between the Company and General Cable PLC.
- (v) From and including the Actual Redemption Date, the Preferential Dividend shall cease to accrue on the Preference Shares due for redemption except on any such Preference Shares in respect of which upon due presentation of the certificate(s) relating thereto or a Lost Share Certificate Indemnity payment of the money due at such redemption shall be refused by the Company in which case the Preferential Dividend on such shares shall continue to accrue and be payable in accordance with paragraph (a) above from and including the date of presentation of the relevant Certificate(s) or a Lost Share Certificate Indemnity until the date when the said redemption monies are paid by the Company to the holder of such shares.
- (vi) If any holder of Preference Shares whose shares are liable to be redeemed shall fail or refuse to deliver up the certificate(s) for his shares the Company may retain the redemption monies until, delivery up to the Company of such certificate(s) or of an indemnity in respect thereof satisfactory to the Company (a "Lost Share Certificate Indemnity") but shall within two days after such subsequent delivery or provision of indemnity pay the redemption monies to such holder.

(5) Further issues

The creation or issue of further shares ranking as regards participation in the profits or assets of the Company in any respect in priority to or pari passu with the Preference Shares, shall be deemed to be a direct and adverse variation of the special rights attached to the Preference Shares.

(6) Payments

All sums payable by the Company to the holder of any Preference Shares shall be paid to such holder in pounds sterling for value on the due date for payment by transfer to such bank in the City of London and for the credit of such account as such holder shall from time to time notify to the Company."

4. "THAT the numbering of Articles 7 to 21 be amended to reflect the incorporation of the new Article 7 above."

David Miller
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duly authorised for and
on behalf of General
Cable PLC

DATED: 25 May 1995