

155(6)a

CHFP021

Please do not
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Pursuant to section 155(6) of the Companies Act 1985

Declaration in relation to assistance for the acquisition of shares

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

To the Registrar of Companies

Company number

158672

Name of company (in full)

Firth Rixson Forgings Limited (the "Company")

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

☒ We ☐ Please see Appendix A

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

☐ delete as
appropriate

☐ delete whichever
is inappropriate

☐ ~~the sole director~~ ☐ all the directors ☐ of the above company do solemnly and sincerely declare that:

The business of the company is:

☐ ~~a) that of a banking company, or insurance company,~~

☐ (b) 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 Firth Rixson Limited (formerly known as Firth Rixson plc) (the
"Target") 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 1 in Addendum

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to contact
you if there is a query on the form. The
contact information that you give will be
visible to searchers of the public record.

Latham & Watkins

99 Bishopsgate

London EC2M 3XF

Tel

DX number

DX exchange



When you have completed and signed the form please send it to the Registrar
of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ

DX 33050 Cardiff

for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

DX 235 Edinburgh

for companies registered in Scotland

or LP - 4 Edinburgh 2

The assistance is to be given to: (note 2) Forgings International Limited of Firth House, Po Box 644,
Meadowhall Road, Sheffield, S9 1JD

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:

Please see Appendix B

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

delete as
appropriate

Forgings International Limited

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

Please see Appendix C

The amount of cash to be transferred to the person assisted is £ See 2 in Addendum

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 Within 8 weeks of the date hereof

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

~~X~~/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) ~~X~~/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) ~~X~~/We have formed the opinion that the company will be able to pay its debts in full within 12 months of the date 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 Firtl House,
Meadowhall Road,
Sheffield

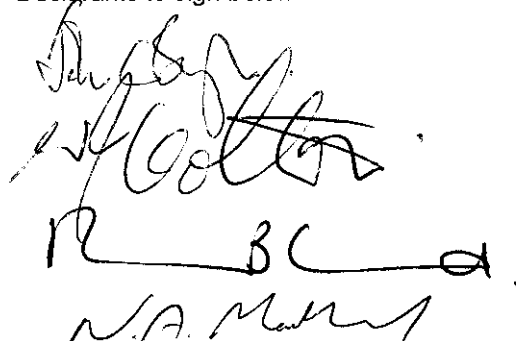
Day Month Year
on

2	7	0	9	2	0	0	4
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before me A Chambers

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



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.

Addendum

1. All the issued ordinary share capital of the Target
2. Cash to be transferred at the time of the giving of financial assistance is nil. However cash may become payable under the Upstream Loan Agreement and/or under the Senior Finance Documents.

APPENDIX A
DIRECTORS NAMES AND ADDRESSES FOR
FIRTH RIXSON FORGINGS LIMITED

John Charles Michael Francis Bergin
24 Northgate
Tickhill
Doncaster
South Yorkshire
DN11 9HY

Peter Simon Bland
4 Tapton Park Mount
Ranmoor
Sheffield
South Yorkshire
S10 3FH

William John Cotton
Flat 1 Riversdale House
Dale Road North, Darley Dale
Matlock
Derbyshire
DE4 2HX

Neil Andrew Macdonald
21 Clarendon Road
Sheffield
South Yorkshire
S10 3TQ

APPENDIX B
FIRTH RIXSON FORGINGS LIMITED

1 Financial assistance will be provided by the Company in connection with:

- (a) a senior credit agreement (the "**Senior Credit Agreement**") dated 27th September, 2004 entered into between, among others, Forgings International Holdings 2 Limited (the "**Parent**"), the companies named and defined therein as Borrowers (the "**Borrowers**") and Original Guarantors (the "**Original Guarantors**"), the Governor and Company of the Bank of Scotland ("**BoS**") as mandated lead arranger, GE Leveraged Loans Limited as joint lead arranger, BoS as facility agent (the "**Facility Agent**") and security agent (the "**Security Agent**") and the financial institutions named therein as lenders (the "**Lenders**"), whereby up to £140,000,000 term loan and revolving loan facilities will be made available to the Borrowers (the "**New Senior Loans**"); and
- (b) an intercreditor deed (the "**Intercreditor Deed**") dated 27th September, 2004, between, among others, the Borrowers, the Original Guarantors, the companies defined therein as Intra-Group Creditors, the institutions defined therein as Investors, the Security Agent and the Lenders,

the proceeds of which Senior Credit Agreement will be used, among other things, to refinance and repay the obligations under:

- (i) a senior credit agreement (the "**Existing Senior Loan Agreement**") dated 6 December 2002 (as amended) and made between, among others, the Parent and the companies named and defined therein (including the Company pursuant to the terms of an accession document dated 21 February 2003) as borrowers and/or guarantors thereunder, BoS as lead arranger, Security agent and facility agent and the financial institutions named therein as Lenders, whereby term loan and revolving loan facilities were made available to the borrowers thereunder for the purpose, among others, of acquiring the ordinary share capital of Target (the "**Existing Senior Loan**"); and
 - (ii) a mezzanine loan agreement dated 6 December 2002 (the "**Mezzanine Loan Agreement**") made between, among others, Forgings International Holdings 3 Limited as borrower, BoS as mezzanine lead arranger, BoS as mezzanine facility agent and as security agent and the financial institutions named therein as mezzanine lenders, whereby a £24,100,000 term loan facility was made available for the purpose, among others of acquiring the ordinary share capital of the Target (the "**Mezzanine Loan**" and, together with the Existing Senior Loan, the "**Existing Loans**").
2. The financial assistance will be given by way of the Company entering into the documents listed below:
- (a) a guarantee increase deed under and in relation to the Senior Credit Agreement (the "**Guarantee Increase Deed**") in favour of the Facility Agent pursuant to the terms of which the Company shall guarantee and consequentially secure

certain obligations (including repayment obligations) in respect of the New Senior Loans (including those parts of the New Senior Loans which have been used to refinance and repay the Existing Loans (including those parts of the Existing Loans which have been used to refinance and repay prior indebtedness borrowed for the purposes of the acquisition of shares in Target and certain costs and expenses incurred in connection therewith));

- (b) an upstream loan agreement (the “**Upstream Loan Agreement**”) pursuant to which the Company shall from time to time advance sums directly or indirectly to Forgings International Limited for the purposes (among other things) of repayment of the New Senior Loans (including those parts of the New Senior Loans which have been used to refinance and repay the Existing Loans (including those parts of the Existing Loans which have been used to refinance and repay prior indebtedness borrowed for the purposes of the acquisition of shares in Target and certain costs and expenses incurred in connection therewith)); and
- (c) a debenture (the “**Debenture**”) pursuant to the terms of which the Company shall among other things, create first fixed and floating charges over all or substantially all of its property, assets and undertaking in favour of the Security Agent to secure certain obligations (including repayment obligations) in respect of the New Senior Loans (including those parts of the New Senior Loans which have been used to refinance and repay the Existing Loans (including those parts of the Existing Loans which have been used to refinance and repay prior indebtedness borrowed for the purposes of the acquisition of shares in Target and certain costs and expenses incurred in connection therewith)).

(In each case as such document is amended, restated, varied or supplemented from time to time).

- 3 The Company’s obligations under the Intercreditor Deed will no longer be limited by reference to section 151 Companies Act 1985.

APPENDIX C
FIRTH RIXSON FORGINGS LIMITED

The principal terms on which assistance will be given are:

- 1 By executing the Guarantee Increase Deed and thereby, inter alia, increasing the amount guaranteed under the guarantee given by it to the persons providing the New Senior Loans (the "**Finance Parties**") and incorporated in the Senior Credit Agreement as referred to in paragraph 2(a) of Appendix B to include repayment obligations in respect of the New Senior Loans (including those parts of the New Senior Loans which have been used to refinance and repay the Existing Loans (including those parts of the Existing Loans which have been used to refinance and repay prior indebtedness borrowed for the purposes of the acquisition of shares in Target and certain costs and expenses incurred in connection therewith and to pay costs and expenses incurred in connection with such refinancing and repayment):
 - (a) The Company, inter alia, irrevocably and unconditionally and jointly and severally with certain other members of the group of companies of which it is a member (the "**Obligors**"), in respect of such increased amount:
 - (i) will guarantee to each Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Senior Credit Agreement and certain other documents designated therein as "Senior Finance Documents" therein (the "**Senior Finance Documents**");
 - (ii) will undertake with each Finance Party that, whenever an Obligor does not pay any amount when due under or in connection with any Senior Finance Document, the Company shall immediately on demand pay that amount as if it was the borrower in respect of such amount;
 - (iii) will indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if the guarantee given under the Senior Credit Agreement or any obligation guaranteed by it is or becomes unenforceable, invalid or illegal; and
 - (iv) will agree that any Finance Party may set off any obligation owed by the Company to that Finance Party against any obligation (whether or not then due for performance) owed by that Finance Party to the Company.
 - (b) The obligations of the Company under the guarantee shall not be discharged, diminished or in any way adversely affected as a result of any of the following (whether or not known to any Obligor or Finance Party):
 - (i) any time, consent or waiver given to, or composition made with, any Obligor or any other person;
 - (ii) any amendment to, or replacement of, any Senior Finance Document (however fundamental) or any other agreement or security;

- (iii) the taking, variation, compromise, renewal, release or refusal or neglect to perfect or enforce any right, remedies or security against any Obligor or any other person;
- (iv) any purported obligation of any Obligor or any other person to any Finance Party (or any security for that obligation) becoming wholly or partly void, invalid, illegal or unenforceable for any reason;
- (v) any incapacity, lack of power, authority or legal personality or any change in the constitution of, or any amalgamation or reconstruction of, any Obligor, Finance Party or other person;
- (vi) any Obligor or other person becoming insolvent, going into receivership or liquidation, having an administrator appointed or becoming subject to any other procedure for the suspension of payments to or protection of creditors or similar proceedings;
- (vii) any change in the constitution of any Finance Party or as a result of the amalgamation or consolidation by a Finance Party with any other person; or
- (viii) any other act, omission, circumstance, matter or thing which, but for the relevant saving provision, might operate to release, reduce or otherwise exonerate the Company from any of its obligations under the guarantee given under the Senior Credit Agreement.

2 By executing the Debenture the Company will (among other things):

- (a) as primary obligor, covenant with the Security Agent that it will pay on demand all outstandings under the Senior Finance Documents;
- (b) charge in favour of the Security Agent all or substantially all of its assets and undertaking by way of fixed and floating charges and/or assignment by way of security for the payment, discharge and performance of such outstandings;
- (c) undertake to, at its own expense, execute and carry out all such assurances, acts and things as the Security Agent may reasonably require for perfecting or protecting the security intended to be created by the Debenture over the assets secured thereby;
- (d) agree that its obligations under the Debenture shall not be discharged, diminished or in any way affected by any intermediate payment or settlement of all or any part of the obligations secured by it or any other matter or thing; and
- (e) permit the Security Agent to set off any obligation due and payable by the Company to the Security Agent or any Finance Party against any obligation (whether or not due and payable) owed by the Security Agent or such Finance Party (as the case may be) to the Company.

- 3 By entering into the Upstream Loan Agreement, the Company will agree to advance sums from time to time directly or indirectly to Forgings International Limited for the purposes of repayment of the New Senior Loans (including those parts of the Existing Loans which have been used to refinance and repay prior indebtedness borrowed for the purposes of the acquisition of shares in Target and certain costs and expenses incurred in connection therewith) and the payment of costs and expenses incurred in connection with such refinancing and repayment.
- 4 By becoming a party to the Intercreditor Deed, the Company will, among other things, agree to covenant to pay the amounts owing under the Senior Finance Documents, comply with the arrangements set out therein regulating the subordination of payments and where applicable the enforcement of the security of the parties thereto.
5. By executing the Guarantee Increase Deed the Company will acknowledge that, once the procedures set out in Section 151 to 158 Companies Act 1985 have been complied with, the Company's obligations under the Intercreditor Deed will no longer be limited by reference to section 151 Companies Act 1985.
6. The Company's obligations as described above continue in relation to the Senior Finance Documents and the Upstream Loan Agreement as they may be amended, modified, varied or restated from time to time and all references to such documents shall be construed to mean all such documents as amended, modified, varied or restated from time to time.

The Directors
Firth Rixson Forgings Limited
Firth House
PO Box 644
Meadowhall Road
Sheffield
S9 1JD

27 September 2004

Dear Sirs

Auditors' report to the directors of Firth Rixson Forgings Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Firth Rixson Forgings Limited (the "Company") dated 27 September 2004 in connection with the proposal that the Company should give financial assistance for the refinancing of the Company's holding company, Firth Rixson Limited, and certain of its subsidiaries. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

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.

Yours faithfully



PricewaterhouseCoopers LLP

Chartered Accountants and Registered Auditors