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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

--	--	--

00388135

Name of company

* Ross Catherall Castings Limited

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

*Insert full name of company

~~Wet~~

1 Eric James Lewis, Rowan House, 32 Nursery Lane, Hopwas, Tamworth, Staffordshire, B78 3AS

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

2 Michael John Schurch, 1 Aldersey Road, Guildford, Surrey, GU1 2ER

3 Howard Watson Jackson, Red House Farm, Little Kineton, Warwickshire, CV35 0EB

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

~~(a) that of a recognised bank or financial institution within the meaning of the Banking Act 1979~~ †

~~(b) that of a person authorised under section 2 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~ †

(c) something other than the above †

†Delete whichever is inappropriate

The company is proposing to give financial assistance in connection with the acquisition of shares

in the ~~company~~ [company's holding company Doncasters 456 Limited (Formerly Doncasters Group

Limited) Company Number 04167030

†

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

Ordinary A1 - 566,400 of £1, Ordinary A2 - 5,097,600 of £1 and Ordinary B - 1,019,186 of £0 00001

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

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND EC4Y 1HS
DX 23 LONDON/CHANCERY
LANE

For official use
General Section

Post room



L74B4PSS

LD5

23/05/2007

300

COMPANIES HOUSE

WEDNESDAY

The assistance is to be given to. (note 2)

Dundee Holdco 4 Limited (Company Number 05651583)

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 attachment 1

The person who [has acquired ~~two shares~~]* the shares is
Dundee Holdco 4 Limited (Company Number 05651583)

*Delete as
appropriate

The principal terms on which the assistance will be given are

Please see attachment 2

The amount of cash to be transferred to the person assisted is £

Please see attachment 3

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 today's date

19

Page 2

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

~~W~~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) ~~W~~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 W~~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 ~~W~~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

Declarants to sign below

65 Fleet Street
London EC4Y 1HS
the 16th day of May
One thousand nine hundred and
2007
before me Nicholas Green

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

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Form 155(6)a

Attachment 1 - Form
of Financial Assistance

Words and expressions defined elsewhere in this statutory declaration (including Attachment 4) shall, unless otherwise indicated, have the same meaning given to them in this attachment

The assistance will take the form of the execution, delivery and performance of the documents identified below at paragraphs (a) to (i) and (l) together with the execution, delivery and performance of the documents (if any) listed in the remaining paragraphs below to which the Company is a named part and in the case of the loan documents particularised in paragraphs (l), (m), (n), (o) and (p) as a lender

- (a) the accession letter to the Senior Facilities Agreement entered into by the Company on 15 May 2007 pursuant to Clause 29 2 (*Additional Borrowers*), Clause 29 4 (*Additional Guarantors*) and Schedule 2 Part 4 (*Conditions Precedent required to be delivered by an Additional Obligor*) of the Senior Facilities Agreement (the **Senior Accession Letter**) under which the Company will grant guarantees and indemnities to the Senior Finance Parties,
- (b) the guarantee increase deed dated 16 May 2007 and entered into by the Company pursuant to Clause 26 38 (*Conditions subsequent*) and Schedule 15 of the Senior Facilities Agreement (the **Senior Guarantee Increase Deed**) under which the Company will extend its guaranteeing obligations to the Senior Finance Parties,
- (c) the accession letter to the Mezzanine Facility Agreement entered into by the Company on 15 May 2007 pursuant to Clause 26 2 (*Additional Guarantors*) and Schedule 2 Part 4 (*Conditions precedent required to be delivered by an Additional Guarantor*) of the Mezzanine Facility Agreement (the **Mezzanine Accession Letter**) under which the Company will grant guarantees and indemnities to the Mezzanine Finance Parties,
- (d) the guarantee increase deed dated 16 May 2007 and entered into by the Company pursuant to Clause 23 38 (*Conditions subsequent*) and Schedule 12 of the Mezzanine Facility Agreement (the **Mezzanine Guarantee Increase Deed**) under which the Company will extend its guaranteeing obligations to the Mezzanine Finance Parties,
- (e) the accession letter to the PIK Facility Agreement entered into by the Company on 15 May 2007 pursuant to Clause 25 2 (*Additional Guarantors*) and Schedule 2 Part 4 (*Conditions precedent required to be delivered by an Additional Guarantor*) of the PIK Facility Agreement (the **PIK Accession Letter**) under which the Company will grant guarantees and indemnities to the PIK Finance Parties (the PIK Accession Letter together with the Mezzanine Accession Letter and the Senior Accession Letter, the **Accession Letters**),
- (f) the guarantee increase deed dated 16 May 2007 and entered into by the Company pursuant to Clause 22 38 (*Conditions subsequent*) and Schedule 12 of the PIK Facility Agreement (the **PIK Guarantee Increase Deed**),
- (g) the intercreditor deed dated 15 May 2007 between, *inter alios*, Doncasters Group Limited as Parent, the Original Borrowers, the Original Guarantors, the Senior Lenders, the Mezzanine Lenders, the PIK Lenders and Intra Group Creditors as listed therein, the Senior Agent, the Mezzanine Agent, the PIK Agent, the Security Agent

- and the Hedging Banks (each term as defined therein) and the Companies listed in Part 7 Schedule 1 as Restricted Holdcos (the *Intercreditor Deed*),
- (h) the English law debenture dated 15 May 2007 between, *inter alios*, Doncasters Group Limited as Parent and the Company and entered into pursuant to the terms of the Facility Agreements in favour of The Royal Bank of Scotland plc as Security Agent (the *Debenture*),
 - (i) any interest rate hedging agreements (including without limitation any ISDA Master Agreements and related confirmations) to be entered into by Doncasters Group Limited and/or certain other group companies under the Facility Agreements including the Company to the extent that the Company is a party (the *Hedging Agreements*),
 - (j) the US security agreement between, *inter alios*, Doncasters International Limited, Doncasters Inc , Doncasters LLC, PED Manufacturing Limited, Ross Catherall US Holdings, Inc , Trucast, Inc , Doncasters Alabama Inc , Certified Alloy Products, Inc , Southern Tool Inc , Doncasters Limited, Dundee Holdco 4 Limited and Dundee Holding Inc , in favour of The Royal Bank of Scotland plc to secure, *inter alia*, US intellectual property of the Company and granting of pledge over shares Doncasters International Limited holds in Doncasters LLC (the *US Security Agreement*),
 - (k) the German security assignment of Intellectual Property Rights between Doncasters Precision Casting-Bochum GmbH and Doncasters Limited as security providers and The Royal Bank of Scotland plc as security agent (the *German IP Assignment*),
 - (l) the terms of the company intra-group loan agreement between, *inter alios*, Dundee Holdco 4 Limited, Dundee Holdco 3 Limited and Dundee PIKCo Limited as borrowers and certain other group companies as lenders pursuant to which those group companies will have or will make a facility to the borrowers to enable them to service their obligations under the Facility Agreements (the *Company Intra-Group Loan Agreement*),
 - (m) the terms of the intra-group loan between Doncasters International Limited as Lender and Doncasters Limited as Borrower to repay existing financial indebtedness (the *Doncasters Loan*),
 - (n) the terms of the intra-group loan between Doncasters International Limited as Lender and Leatherbay Limited as Borrower to repay existing financial indebtedness (the *Second Doncasters Loan*)
 - (o) the terms of the intra-group loan between Leatherbay Limited as Lender and Doncasters 456 Limited as Borrower to repay existing financial indebtedness (the *Third Doncasters Loan*)
 - (p) the terms of the intra group loan between Ross Catherall (UK Holdings) Limited as Lender and Doncasters Limited as Borrower to repay existing financial indebtedness (the *RC Loan*)
 - (q) the amendment letter to the intra-group loan agreements entered into on 4 May 2006 dated 15 May 2007 between, *inter alios*, Dundee Holdco 2 Limited, Dundee Holdco 3 Limited, Dundee Holdco 4 Limited, Doncasters 456 Limited, Deritend International Limited, Leatherbay Limited, Clovepark Limited, RCG Holdings Limited, Doncasters Limited, Doncasters International Limited, Ross Catherall Group Limited, Ross

Catherall Metal (Holdings) Limited, Ross Catherall (US Holdings) Limited, Dundee Holding, Inc , Ross Catherall (US Holdings) LLC and Dundee Holdco GmbH (the *Amendment Letter*), and

- (r) by the performance of any other acts (including, without limitation, the payment of all fees (the *Fees*) to professionals, third parties and others in connection with the Refinancing) or the execution of any other documents (as the same shall be amended, supplemented, novated and/or replaced from time to time) ancillary or otherwise relating to the Agreements

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Words and expressions defined elsewhere in this statutory declaration (including Attachment 4) shall, unless otherwise indicated, have the same meaning given to them in this attachment

The following paragraphs will only apply to the specified companies (i) paragraph 5- Doncasters Limited and Doncasters International Limited, (ii) paragraph 6- Doncasters Limited, (iii) paragraphs 7 & 8- Doncasters International Limited, (iv) paragraph 9- Leatherbay Limited, and (v) paragraph 10- Ross Catherall (US Holdings) Limited

1 By executing the Guarantee Increase Deeds and the Accession Letters and thereby acceding to the Senior Facilities Agreement, Mezzanine Facility Agreement and PIK Facility Agreement, the Company irrevocably and unconditionally jointly and severally

- (a) guarantees to each Finance Party punctual performance by each other Obligor of all that Obligor's obligations under the Finance Documents,
- (b) undertakes with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, the Company must immediately on demand pay that amount as if it was the principal obligor,
- (c) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by the Company is or becomes unenforceable, invalid or illegal, and
- (d) undertakes to permit a Finance Party to set off any material obligations due from an Obligor against any material obligation owed by the Finance Party

2 By executing the Intercreditor Deed the Company will covenant to pay the amounts owing under the Finance Documents and will agree to the order of ranking and priority for the repayment of the Indebtedness and subordination of the Intra Group Debt. In particular the Company as an Obligor will indemnify each Hedging Bank in respect of payment in full of the Hedging Debt

3 By executing the Debenture in favour of The Royal Bank of Scotland plc as Security Agent (the **Security Agent**) the Company (amongst other things)

- (a) as primary obligor covenants with the Security Agent that it will on demand pay the Indebtedness which is due and unpaid,
- (b) as continuing security for the payment of the Indebtedness and beneficial owner and with full title guarantee charges in favour of the Security Agent the following assets, both present and future from time to time owned by it in which it has an interest
 - (i) by way of first legal mortgage (other than the Welsh Property which will be subject to the WDA Charge and will have pari passu ranking) all freehold and leasehold property (including the property specified in schedule 2 of the Debenture but excluding the Garter Street Short Lease), together with all buildings and fixtures (including trade fixtures) on that property
 - (ii) by way of first fixed charge

- (A) (other than the Welsh Property which will be subject to the WDA Charge and will have pari passu ranking) all other interests (not charged under clause 3 1(a) of the Debenture) in any freehold or leasehold property (but excluding the Garter Street Short Lease), the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,
 - (B) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
 - (C) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts,
 - (D) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,
 - (E) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
 - (F) all monies standing to the credit of its accounts (including the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,
 - (G) all its Intellectual Property Rights (including the Intellectual Property Rights listed in schedule 8 of the Debenture),
 - (H) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
 - (I) its goodwill and uncalled capital,
 - (J) if not effectively assigned by clause 3 3 (*Security Assignment*) of the Debenture, all its rights and interests in (and claims under) the Assigned Agreements
- (iii) as further security for the payment of the Indebtedness, will charge with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge as described in paragraph 3 2 of the Debenture or assigned as described in paragraph 3 3 of the Debenture,
 - (iv) as further continuing security for the payment of the Indebtedness, will assign absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Documents referred to, if at all, in the Security Accession Deed,
 - (v) subject to the Agreed Security Principles, at its own expense, promptly following request by the Security Agent do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form

as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

- (A) to perfect the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this deed) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to this deed or by law,
- (B) to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed, and/or
- (C) after a Declared Default has occurred to facilitate the realisation of the assets which are, or are intended to be, the subject of this deed,
- (D) subject to the Agreed Security Principles, shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Debenture

(vi) shall not

- (A) create or agree to create or permit to subsist any Security over all or any part of the Charged Property,
- (B) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
- (C) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement or with the prior consent of the Security Agent,

- (vii) will indemnify the Security Agent against all losses incurred by the Security Agent as a result of a breach by the Company of its obligations under clauses 8 1 (*Duration of Undertakings*) to 8 8 (*Retention of Documents*) (inclusive) of the Debenture and in connection with the exercise by the Security Agent of its rights contained in clause 8 9 (*Power to Remedy*) of the Debenture, save for any losses arising as a result of the Security Agent's gross negligence, wilful misconduct or breach of obligation,
- (viii) agrees that a Secured Party may exercise its rights under clause 20 1 (*Set-Off Rights*) of the Debenture notwithstanding that the amounts concerned may be

expressed in different currencies and each Secured Party is authorised to effect any necessary conversions at a market rate of exchange selected by it,

- (ix) agrees that if the relevant obligation or liability is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained

4 By executing the Hedging Agreements Doncasters Group Limited and/or certain other group companies including the Company to the extent that the Company is a party will, *inter alia*, hedge interest rate exposures in relation to the facilities provided under the Facility Agreements

5 By executing the US Security Agreement Doncasters International Limited pledges the shares it owns in Doncasters LLC and Doncasters Limited charges the intellectual property it owns in the United States to the Finance Parties and agrees that each of the Finance Parties and the Security Agent may, from time to time and at any time without notice, exercise their right of set-off under clause 7.6 (*Set-off*) notwithstanding that the amounts concerned may be expressed in different currencies

6 By executing the German IP Assignment Doncasters Limited charges the intellectual property rights it owns to the Finance Parties

7 By executing the Doncasters Loan Doncasters International Limited agrees to lend Doncasters Limited approximately £17,802,766 or other such sum as is determined in accordance with clause 2 of the Doncasters Loan

8 By executing the Second Doncasters Loan Doncasters International Limited agrees to lend Leatherby Limited approximately £57,897,233 or other sum as determined in accordance with clause 3 of the Second Doncasters Loan,

9 By executing the Third Doncasters Loan Leatherbay Limited agrees to lend Doncasters 456 Limited approximately £3,660,000 or other such sum as determined in accordance with the terms of the Third Doncasters Loan,

10 By executing the RC Loan Ross Catherall (US Holdings) Limited agrees to lend Doncasters Limited approximately £89,604,635 or other such sum as is agreed in accordance with clause 3 of the RC Loan,

11 By executing the Company Intra-Group Loan Agreement the Company, together with other subsidiaries of Doncasters 456 Limited will make available monies to, *inter alios*, Dundee Holdco 3 Limited, Dundee PIKCo Limited, Dundee Holdco 4 Limited to make payments when due to *inter alios* the Finance Parties but on the basis that the Company will only be obliged to make advances under the Company Intra-Group Loan Agreement if, *inter alia*, it has the cash resources and the Company is not in liquidation or administration or the subject of a creditors voluntary agreement

12 By executing the Amendment Letter, the Company, together with other subsidiaries of Doncasters 456 Limited will enable Doncasters International Limited, Leatherbay Limited and Ross Catherall (US Holdings) Limited to repay existing financial indebtedness whether directly or indirectly in whole or in part,

13 The Company's obligations as described above continue in relation to the Finance Documents and Agreements as they may be amended, modified, varied or restated from time to time

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Form 155(6)a

**Attachment 3 – Amount of cash to
be transferred**

Words and expressions defined elsewhere in this statutory declaration (including Attachment 4) shall, unless otherwise indicated, have the same meaning given to them in this attachment

Such amounts as the Company may be required to advance in accordance with the Company Intra-Group Loan Agreement and

- (a) for Doncasters International Limited only
 - (i) approximately £17,802,766 or other such amount as is determined in accordance with Clause 2 of the Doncasters Loan, and
 - (ii) approximately £57,897,233 or other such amount as is determined in accordance with Clause 3 of the Second Doncasters Loan,
- (b) for Leatherbay Limited approximately £3,660,000 or other such amount as is determined in accordance with the terms of the Third Doncasters Loan, and
- (c) for Ross Catherall (US Holdings) Limited approximately £89,604,635 or other such amount as is determined in accordance with clause 2 of the RC Loan

Accession Letters means the Senior Accession Letter, the Mezzanine Accession Letter and the PIK Accession Letter

Additional Debt means, in relation to any liability

- (a) any refinancing, novation, deferral or extension of that liability,
- (b) any further advance made under any agreement supplemental to any relevant agreement in respect of that liability, plus all related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of that liability or otherwise in connection with any relevant agreement in respect of that liability,
- (d) any claim against any Obligor flowing from any recovery by an Obligor or any other person of a payment or discharge in respect of that liability on the grounds of preference or otherwise, and
- (e) any amounts (such as post-insolvency interest) which would otherwise be included in that liability but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

Agreed Security Principles means the principles set out at Schedule 9 of the Facility Agreements

Agreements means the Facility Agreements, the Guarantee Increase Deeds, the Accession Letters, the Intercreditor Deed, the Debenture, the Hedging Agreements, the US Security Agreement, the German Security Agreement, the German Share Pledge, the Company Intra-Group Loan Agreement, the Doncasters Loan, the Second Doncasters Loan, the Third Doncasters Loan, the RC Loan and the Amendment Letter

Book Debts means all book and other debts arising in the ordinary course of trading

Charged Property means the assets mortgaged, charged or assigned to the Security Agent under the Debenture

Charging Company means the Parent, each of the companies listed in Schedule 1 to the Debenture and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed

Declared Default means an event of default which has resulted in the Facility Agent exercising any of its rights under clause 27 22 (*Acceleration*) of the Senior Facilities Agreement, or the Mezzanine Facility Agent exercising any of its rights under clause 24 22 (*Acceleration*) of the Mezzanine Facility Agent or the PIK Facility Agent exercising any of its rights under clause 23 22 (*Acceleration*) of the PIK Facility Agreement

Distribution Rights means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that

Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise)

Excluded Hedging Debt means all money and liabilities now or in the future due, owing or incurred to any Hedging Counterparty by any obligor under or in connection with any excluded hedging in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest, all related losses and charges and all related Additional Debt,

Facility Agreements means the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement

Finance Parties means the Senior Finance Parties, the Mezzanine Finance Parties and the PIK Finance Parties

Floating Charge Asset means an asset charged under clause 3.2 (*Floating Charge*) of the Debenture

Garter Street Short Lease means the lease of property at Garter Street, Sheffield dated 19 April 2006 between (1) Sterling Properties Leeds No. 2 LLP and (2) Doncasters Limited for a term expiring on 17 April 2009

Group means the Parent and each of its Subsidiaries for the time being

Group Company means a member of the Group

Guarantee Increase Deeds means the Senior Guarantee Increase Deed, the Mezzanine Guarantee Increase Deed and the Mezzanine Guarantee Increase Deed

Hedge Counterparty means any Hedging Bank which becomes a party to the Intercreditor Deed as a Hedging Counterparty in accordance with clause 5.1 (*Accession of Hedging Counterparties*) of the Intercreditor Deed in its capacity as provider of interest rate or currency swap or other hedging facilities to any obligor,

Hedging Bank means a Senior Lender or an Affiliate of a Senior Lender or a provider of hedging arrangements which has entered into those arrangements in accordance with clause 26.33 (*Treasury Transactions*) of the Senior Facilities Agreement and which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement (for the avoidance of doubt this expression includes anyone who was, at the time of entry into those hedging arrangements, but is no longer, a Lender or an Affiliate of a Lender

Hedging Debt means all money and liabilities now or in the future due, owing or incurred to any Hedging Counterparty by any obligor under or in connection with any Hedging Agreement in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest, all related losses and charges and all related Additional Debt but excluding any Excluded Hedging Debt,

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Indebtedness includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent

Intellectual Property Rights means

- (a) any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of a Group Company

Intra Group Debt means any money or liabilities now or in the future due, owing or incurred to one Group Company by another Group Company in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest, all related costs, charges and expenses and all related Additional Debt but excluding any Restricted Holdco Debt,

Investment means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

Lender means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 28 (*Changes to the Lenders*) of the Senior Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement

Mezzanine Facility Agreement means the £57,500,000 mezzanine facility agreement dated 3 April 2007 and between, *inter alios*, Doncasters Group Limited as Parent, the financial institutions listed therein at Part 2 of Schedule 1 as Original Lenders, The Royal Bank of Scotland plc and Credit Suisse, London Branch as Mezzanine Arrangers, The Royal Bank of Scotland plc as Security Agent and Credit Suisse, London Branch as Facility Agent

Mezzanine Finance Parties means the Mezzanine Facility Agent, a Mezzanine Arranger, the Security Agent and a Lender

Parent means Doncasters Group Limited incorporated in England and Wales under number 5651556

Party means a party to the Facility Agreements

PIK Facility Agreement means the £50,000,000 PIK facility agreement dated 3 April 2007 and between, *inter alios*, the Doncasters Group Limited as Parent, the financial institutions listed therein at Part 2 of Schedule 1 as Original Lenders, The Royal Bank of Scotland plc and Credit Suisse, London Branch as PIK Arrangers, The Royal Bank of Scotland plc as Security Agent and Credit Suisse, London Branch as Facility Agent

PIK Finance Parties means the PIK Facility Agent, a PIK Arranger, the Security Agent and a Lender

WDA Charge means the land charge between (1) Welsh Development Agency and (2) Doncasters Limited dated 29 March 2004 over Land T/N CYM59137, securing all monies due or to become due under the legal charge

Welsh Property means the property at Forgeside, Blaenavon, Pontypool, Gwent, NP4 9XG with title number CYM59137

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Accession Deed means a deed executed by a Group Company substantially in the form set out in Schedule 7 to the Debenture, with those amendments which the Security Agent may approve or reasonably require

Security Agent means The Royal Bank of Scotland plc

Senior Facilities Agreement means the £832,500,000 senior facilities agreement dated 3 April 2007 and between, *inter alios*, Doncasters Group Limited as Parent, the financial institutions listed therein at Part 2 of Schedule 1 as Original Lenders, The Royal Bank of Scotland plc and Credit Suisse, London Branch as Joint Mandated Lead Arrangers and The Royal Bank of Scotland plc as Facility Agent and Security Agent

Senior Finance Parties means the Senior Facility Agent, a Senior Arranger, the Security Agent, a Lender, each Issuing Bank (subject to clause 22.11 (*Hedging Debt*)), a Hedging Counterparty and an Ancillary Fronting Bank

Senior Lender means the Lenders as defined in the Senior Facilities Agreement means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

Subsidiary means a subsidiary (a) within the meaning of section 736 of the Companies Act 1985, or (b) for the purposes of clause 22.10(a)(iv) of the Senior Facilities Agreement, within the meaning of sections 15 et seq. of the German Stock Corporation Act

Subsidiary Share means all shares owned by a Charging Company in its Subsidiaries (including, but not limited to, the shares set out in Schedule 3 to the Debenture) other than shares which the Charging Company holds in (i) companies not incorporated in England and Wales and/or (ii) the pension subsidiaries

PricewaterhouseCoopers LLP
Cornwall Court
19 Cornwall Street
Birmingham B3 2DT
Telephone +44 (0) 121 265 5000
Facsimile +44 (0) 121 232 2725
www.pwc.com/uk

The Directors
Ross Catherall Castings Limited
28-30 Derby Road
Melbourne
Derbyshire
DE73 1FE

Our ref AB19

16 May 2007

Dear Sirs

Report of the Independent Auditor to the directors of Ross Catherall Castings Limited pursuant to Section 156(4) of the Companies Act 1985

We report on the attached statutory declaration dated 16 May 2007, prepared pursuant to the Companies Act 1985, in connection with the proposal that the company should give financial assistance for the purpose of reducing and discharging the liability incurred in connection with the purchase of all the issued share capital of the company's holding company, Doncasters 456 Limited (formerly Doncasters Group Limited). 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 statutory 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