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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
(Address overleaf - Note 5)

For official use

Company number

[] [] [] [] [] [] [] []

468147

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

Name of company

* FOSECO INTERNATIONAL LIMITED

* insert full name
of company

☒ We are

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

David Gordon Hussey of Callingwood Hall, Callingwood Lane, Tatenhill, Burton on Trent, Staffs
DE13 9SH

Paul David Dean of 11 Botany, Highworth, Swindon, Wilts SN6 7BT

Gary Millar of Meadowside, Henley Road, Ullenhall, Solihull, West Midlands, Warwickshire B95 5NN

Roland Johnson of 7 Temple Road, Dorridge, Solihull, West Midlands B93 8LE

Sharon Roberts of 6 Hillwood Road, Four Oaks, Sutton Coldfield, West Midlands B75 5QL

† delete as
appropriate

~~XXXXXX~~ [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 1 of the Insurance Companies Act 1982 to carry on~~

~~insurance business in Great Britain~~

(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] FOSECO OVERSEAS

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: 60,616,139 ordinary shares of 25p
each

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

Ashurst
Broadwalk House, 5 Appold Street
London EC2A 2HA

For official Use
General Section

Post room



LD5
COMPANIES HOUSE

L2D0L5E1

0446

19/05/05
3099591

The assistance is to be given to: (note 2) Foseco Holding Limited (No. 4229276) and Foseco plc (5413927),
both of Coleshill Road, Fazeley, Tamworth, Staffordshire B78 3TL.

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:

Particulars of the form of assistance to be provided are set out in attachment 1.

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

† delete as
appropriate

Foseco (UK) Limited (No. 4250748) of Coleshill Road, Fazeley, Tamworth, Staffordshire B78, 3TL

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

Particulars of the principal terms on which the assistance will be given are set out in 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 eight 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) ~~[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)

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 TAMWORTH IN THE
COUNTY OF STAFFORDSHIRE

Declarants to sign below

on

Day	Month	Year
10	05	2005

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.

[Signature]
[Signature]
[Signature]
Sharon Roberts

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.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

FOSECO INTERNATIONAL LIMITED

**Company Number 468147
Attachment 1 to Form 155(6)a**

1. Guarantee and Indemnity

The execution by the Company of an accession letter (the "**Accession Letter**") (to be dated on or about the date of this Form 155(b)(a)) to a Multicurrency Term and Revolving Facilities Agreement entered into by Foseco plc, the Finance Parties and others dated 4 May 2005 (as subsequently amended) (the "**Facilities Agreement**"), pursuant to which the Company will accede to the Facilities Agreement as an Additional Guarantor and guarantee the obligations of the Obligors (other than a German Borrower) under the Facilities Agreement (the "**Guarantee**").

2. Upstream Loan Facility

An intra-group loan facility granted by the Company, along with other members of the group of companies of which it is a member, in favour of Foseco plc (No. 5413927) pursuant to an upstream loan agreement dated on or about the date hereof (the "**Upstream Loan Agreement**").

Capitalised terms, unless otherwise defined, take the meaning set out in the Facilities Agreement.

FOSECO INTERNATIONAL LIMITED
Company Number 468147
Attachment 2 to Form 155(6)a

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

1. Guarantee and Indemnity

Pursuant to the Accession Letter (including the Guarantee), the Company agrees, irrevocably and unconditionally, jointly and severally with any other Guarantors, to:

- (a) guarantee to each Finance Party punctual performance by each Borrower (other than a German Borrower) of all that Borrower's obligations under the Finance Documents;
- (b) undertake with each Finance Party that whenever a Borrower (other than a German Borrower) does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it under (a) and/or (b) above is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

2. Upstream Loan

By executing the Upstream Loan Agreement, Subco will make available to Foseco plc (No. 5413927) (the "**Assisted Company**") a revolving loan facility of up to £46,000,000 in order to enable the Assisted Company to make payments when due under a facilities agreement dated 4 May 2005 between, inter alia, the Assisted Company and The Royal Bank of Scotland plc (as amended or restated from time to time), any such advances under the facility to be made only if the aggregate of all monies standing to the credit of all its bank accounts exceeds the amount of the proposed advance.

All capitalised terms, unless otherwise defined, take the meaning set out in the Facilities Agreement.

FOSECO INTERNATIONAL LIMITED
Company Number 468147
Attachment 3 to Form 155(6)a

Cash to be transferred at the time of the giving of the financial assistance is nil. However, cash may become payable under the Guarantee and/or under the Upstream Loan Agreement.

**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF FOSECO
INTERNATIONAL LIMITED PURSUANT TO SECTION 156(4) OF THE
COMPANIES ACT 1985**

We have examined the attached statutory declarations of the directors dated 10 May 2005, prepared in accordance with applicable United Kingdom law, in connection with the proposal that the company should give financial assistance in support of debt of Foseco Holding Limited and Foseco plc incurred to refinance existing debt previously used to acquire shares in Foseco Overseas Limited.

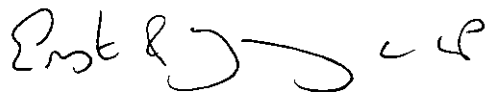
This report is made solely to the directors in accordance with section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors, for our work under section 156(4), for this report, or for the opinions we have formed.

Basis of opinion

We have enquired into the state of affairs of the company so far as necessary 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.



Ernst & Young LLP
Registered Auditor
No.1 Colmore Square
Birmingham
B4 6HQ

10 May 2005