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CHFP025

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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

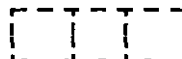
Pursuant to section 155(6) of the Companies Act 1985

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



02561647

Note

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

Name of company

* HILTON FASHIONS LIMITED

* insert full name
of company

~~†/We~~ Gurchait Singh Chima of Norwood View, 29 Norwood Park, Huddersfield, West Yorkshire,
HD2 2DU

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

Gurnaik Singh Chima of Four Winds, 61 Church Lane, South Crosland, Huddersfield, West
Yorkshire, HD4 7DD

Jonathan Crispin Fellows of 26 Ladywood Road, Four Oaks, West Midlands, B74 2QN

† 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 9 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] Bon Marche Holdings Limited (no.03090269)

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: 1,000 Ordinary 1 shares
and 2,000,000 Ordinary 2 shares

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

Hammond Suddards Edge
Trinity Court
16 John Dalton Street
Manchester
M60 8HS
DX 14347 MANCHESTER 1
CAS / SJ

For official Use
General Section

Post room



A36
COMPANIES HOUSE

AQ8LJ29F

0101
11/07/01

The assistance is to be given to: (note 2) _____
See Appendix 1

Please do not
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Please complete
legibly, preferably
in black type, or
bold block
lettering

The assistance will take the form of:

See Appendix 2

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

† delete as
appropriate

Bon Marche Group Limited (no. 04172055)

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

See Appendix 3

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

The value of any asset to be transferred to the person assisted is £ N/A

The date on which the assistance is to be given is Within 8 weeks of the date hereof.

Please do not
write in this
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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) [~~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

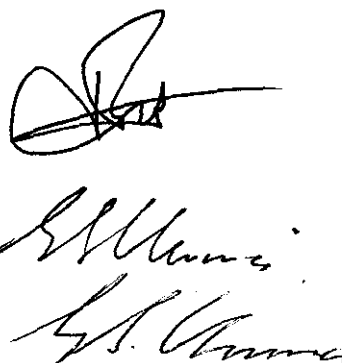
2 PARK PLACE, LEEDS

Declarants to sign below

Day Month Year
on 06 07 2011

before me

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.
- 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

APPENDIX 1

Name: Bon Marche Group Limited (no. 04172055)

Registered Office: 12 Greenhead Road, Huddersfield, West Yorkshire HD1 4EN

Name: The Governor and Company of the Bank of Scotland as security trustee for the Finance Parties (as defined in the Facility Agreement referred to in Appendix 2 below)

Address: Bank of Scotland Corporate Banking, 4th Floor, Lisbon House, 116 Wellington Street, Leeds LS1 4LT

Name: The Four Winds Trust as security trustee for the Beneficiaries (as defined in the Vendor Debenture referred to in Appendix 2 below)

Address: c/o Orbis Trustees (Jersey) Limited P O Box 453, 45 The Esplanade, St Helier, Jersey JE4 8WQ

Name: Friends Ivory & Sime Private Equity Plc as security trustee for the Investors (as defined in the Investor Guarantee referred to in Appendix 2 below)

Address: 100 Wood Street, London, EC2 7AN

APPENDIX 2

The execution of the following as the same may be amended varied supplemented or substituted from time to time.

1. a facility agreement to be made between Bon Marche Group Limited (the "**Purchaser**"), the Purchaser, Bon Marche Holdings Limited (the "**Parent**") and the immediate holding company of the Company, Bon Marche Limited as "**Original Borrowers**", the Purchaser, the Parent, Bon Marche Limited, the Company and Inhoco 336 Limited ("**Inhoco**") as "**Original Charging Companies**", The Governor and Company of the Bank of Scotland (the "**Bank**") in its capacity as working capital facility bank, arranger, agent and security trustee and the Bank and Girobank PLC as original lenders (the "**Original Lenders**") for the provision of a £12,000,000 term loan facility, a £2,000,000 term loan facility and a £5,000,000 multicurrency revolving loan facility to the Purchaser, the Parent and Bon Marche Limited (the "**Facility Agreement**");
2. a working capital facility agreement to be made between the Purchaser, the Parent, Bon Marche Limited and the Bank for the provision of a £15,000,000 working capital facility;
3. a debenture (the "**Debenture**") to be given by the Purchaser, the Parent, Bon Marche Limited, the Company and Inhoco to the Bank in its capacity as security trustee (the "**Security Trustee**") securing, among other obligations, sums due under the Facility Agreement;
4. an intra group funding agreement (the "**Intra Group Funding Agreement**") to be made between the Purchaser, the Parent, Bon Marche Limited, the Company and Inhoco;
5. an inter creditor agreement (the "**Inter Creditor Agreement**") between the Purchaser, the Parent, Bon Marche Limited, the Company, Inhoco, the Security Trustee, Friends Ivory & Sime Private Equity Plc ("**Friends**"), FIS Nominees Limited, FIS Private Equity 2001 LP, The Four Winds Trust ("**Four Winds**") and the Gurchait Trust (together the "**Trusts**"), Steven Bullas, Jonathan Fellows, David Walker, Gurnaik Chima and Gurchait Chima;
6. a guarantee (the "**Investor Guarantee**") to be given by the Purchaser, the Parent, Bon Marche Limited, the Company and Inhoco to Friends (as security trustee);
7. a composite guarantee and debenture (the "**Vendor Debenture**") to be given by the Purchaser, the Parent, Bon Marche Limited, the Company and Inhoco to Four Winds in its capacity as security trustee for the Beneficiaries (as defined therein).

APPENDIX 3

1. Under the Facility Agreement, the Company guarantees to the Security Trustee for itself and the Finance Parties (as defined therein) (together the "**Secured Parties**") the performance of the obligations of the Purchaser, the Parent and Bon Marche Limited owing at any time to the Secured Parties and under the Facility Agreement, the Working Capital Facility Agreement and the Inter Creditor Agreement, the Company agrees, inter alia, to undertake obligations or pay sums which may include sums in respect of the cost associated with the acquisition of shares in the Parent by the Purchaser.
2. Under the terms of the Bank Debenture, the Company, inter alia, creates a first ranking fixed and floating charge over all its assets and undertaking to secure the performance of those obligations to the Secured Parties which include liabilities incurred by the Purchaser in connection with the acquisition of shares in the Parent.
3. Under the terms of the Intra Group Funding Agreement, the Company agrees, inter alia, to lend money to the Purchaser if so required by the Purchaser to meet its obligations to the Secured Parties incurred in connection with the acquisition of shares in the Parent.
4. Under the terms of the Investor Guarantee, the Company (inter alia) guarantees to Friends (as security trustee) the due payment and discharge by the Purchaser of all principal, redemption premium, interest and commission at any time owing by the Purchaser to the Investors (as defined therein) pursuant to the £7,200,000 interest bearing unsecured loan stock 2006 of the Purchaser constituted by an instrument of even date with this declaration which include liabilities incurred by the Purchaser in connection with the acquisition of shares in the Parent.
5. Under the terms of the Vendor Debenture, the Company, inter alia, guarantees and secures all the obligations owing by the Purchaser, the Parent and Bon Marche Limited to Four Winds (as security trustee) in connection with the £4,000,000 principal sum interest bearing loan notes 2001 / 2005 to be issued to the Trusts (the Vendor Debenture creating a second ranking fixed and floating charge over all the assets and undertaking of the Company) which include liabilities incurred by the Purchaser in connection with the acquisition of shares in the Parent.



1 The Embankment
Neville Street
Leeds
LS1 4DW
United Kingdom

Tel +44 (0) 113 231 3000
Fax +44 (0) 113 231 3184
DX 12097 Leeds 1

The Directors
Hilton Fashions Limited
School Lane
Kirkheaton
HUDDERSFIELD
HD5 0JS

Our ref at/lm007

Contact Allister Turner
0113 231 3891

21 June 2001

Dear Sirs

Auditors' report to the directors of Hilton Fashions Limited ("the Company") pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 5 July 2001 in connection with the proposal that the Company should give financial assistance for the purchase of the whole of the ordinary shares of the Company's parent company Bon Marché Holdings Limited. We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

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

KPMG



KPMG, a partnership established under English law, is a member of KPMG International, a Swiss association

KPMG is registered to carry on audit work and authorised to carry on investment business

by the Institute of Chartered Accountants in England and Wales. The principal place of

business is 8 Salisbury Square, London EC4Y 8BB where a list of partners' names is open to inspection