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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

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

04543739

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

Name of company

* CW TEXTILES LIMITED

* insert full name
of company

/We SEE ATTACHED EXHIBIT A

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

† delete as
appropriate

~~XXXXXXXXXX~~ [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 or the carrying on of banking business~~
~~(b) that of a person authorised under section 1 of the Financial Services and Markets Act 2000 to carry on a regulated activity~~
~~(c) something other than the above~~

The company is proposing to give financial assistance in connection with the acquisition of shares in the
[company] ~~XXXXXXXXXX~~

The assistance is for the purpose of [that acquisition] ~~XXXXXXXXXX~~
~~XXXXXXXXXX~~

The number and class of the shares acquired or to be acquired is:
two ordinary shares of £1 each

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

For official Use
General Section

Post room



A15
COMPANIES HOUSE

ATGZFJ88
0377
03/04/03

The assistance is to be given to: (note 2) CWV Holdings Limited (Co. No. 02902323)
whose registered office is at Gleadhill House, Dawbers Lane, Euxton, Chorley,
Lancashire, PR7 6EA.

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

The assistance will take the form of:

PLEASE SEE ATTACHED EXHIBIT B

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

† delete as
appropriate

CWV Holdings Limited

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

PLEASE SEE ATTACHED EXHIBIT C

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

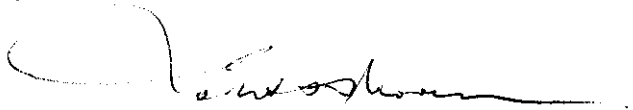
The value of any asset to be transferred to the person assisted is £ Nil

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

Declaration in relation to assistance for the acquisition of shares pursuant to Section
155(6) Companies Act 1985

This is the Exhibit "A" referred to in the statutory declaration of John Clement Kay, Eric
Melvyn Kilby and Mark Lorimer Widders declared on 28th March 2003.

Before me,



A Solicitor/~~Commissioner for Oaths~~

John F. Thomasson

John Francis Thomasson - Solicitor
Empowered to administer Oaths

EXHIBIT A to the statutory declaration of the directors of
CW Textiles Limited (04543739)
pursuant to Section 155(6) Companies Act 1985

Name(s) and Address(es) of all the Directors

1. John Clement Kay
7 Beechfield Road
Leyland
Preston
Lancashire
PR25 3BG

2. Eric Melvyn Kilby
2 Bollindean Daveylands
Wilmslow
Cheshire
SK9 2AG

3. Mark Lorimer Widders
12 Clovelly Drive
Hillside
Southport
Merseyside
PR8 3AJ

Declaration in relation to assistance for the acquisition of shares pursuant to Section
155(6) Companies Act 1985

This is the Exhibit "B" referred to in the statutory declaration of John Clement Kay,
Eric Melvyn Kilby and Mark Lorimer Widders declared on 28th March 2003.

Before me,



A Solicitor/~~Commissioner for Oaths~~

John Francis Thomasson - Solicitor
Empowered to administer Oaths

EXHIBIT B to the statutory declaration of the directors of
CW Textiles Limited (04543739)
pursuant to Section 155(6) Companies Act 1985

The assistance will take the form of:

1. the Company's entering into and/or granting by way of security for all obligations of CWV Holdings Limited to The Governor and Company of the Bank of Scotland ("BoS"):-
 - (a) an unlimited guarantee (the "Guarantee") by the Company for all monies and liabilities from time to time owing by CWV Holdings Limited and others and each company which grants an Acceding Guarantee (as defined in the Guarantee) ("the Principal") to BoS;
 - (b) a debenture (the "Debenture") over the whole of the property (including uncalled capital) which is from time to time comprised in the property and undertaking of the Company.

Declaration in relation to assistance for the acquisition of shares pursuant to Section
155(6) Companies Act 1985

This is the Exhibit "C" referred to in the statutory declaration of John Clement Kay, Eric
Melvyn Kilby and Mark Lorimer Widders declared on 27th March 2003.

Before me,



A Solicitor/~~Commissioner~~ for Oaths

John Francis Thomasson - Solicitor
Empowered to administer Oaths

EXHIBIT C to the statutory declaration of the directors of
CW Textiles Limited
pursuant to Section 155(6) Companies Act 1985

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

Words and expressions used in this Exhibit C shall bear the meanings assigned to them in Exhibit B of the aforesaid statutory declaration.

1. The Guarantee

1.1 In respect of the Guarantee, the Company will unconditionally guarantee the payment or discharge of all or any monies and liabilities which shall for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner by the Principal to BoS whether actually or contingently, and whether incurred solely, severally or jointly and whether as principal or surety and whether on account of money advanced, bills of exchange, promissory notes, guarantees, indemnities or otherwise, including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur (including for any advances made by BoS during the three months' period of notice to determine the Guarantee or in relation to any other liability of the Principal to BoS), together with:

- (a) (on a full indemnity basis) all costs and expenses (including without limitation legal costs) recoverable by BoS from the Principal;
- (b) (on a full indemnity basis) all costs and expenses (including without limitation legal costs) charged or incurred by BoS in perfecting or in or about the recovery or attempted recovery of money due to BoS under the Guarantee; and
- (c) interest calculated and accruing daily from demand in accordance with the usual BoS rates and practice on (a) and (b) above

and shall on demand in writing pay or discharge them to BoS.

1.2 The Company's liability under the Guarantee shall not be discharged or affected by anything that would not have discharged or affected it if the Company had been a principal debtor instead of a guarantor.

2. Debenture

The Company charges to BoS as a continuing security and with full title guarantee for the payment or discharge of all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and

whether or not BoS shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to usual BoS rates and practice as well after as before any demand made or decree obtained under the Debenture:

2.1 by way of legal mortgage all the freehold and leasehold property now vested in it whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

2.2 by way of fixed charge:-

- (a) all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- (b) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;
- (c) all the Company's goodwill and uncalled capital for the time being;
- (d) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
- (e) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- (f) all present and future book and other debts and monetary claims of the Company that are payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties

relating to them and capable of being satisfied by the payment of money (save as charged under clause 2.2(d) above);

- (g) all present and future plant and machinery not otherwise charged under this clause 2 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress); and
 - (h) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest).
- 2.3 by way of floating charge all the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company (the "Assets") not effectively otherwise charged by this clause 2, including (without limitation) any immoveable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2.2 above.

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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) [I/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 I/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

CHARLEY LANCASHIRE

on

Day	Month	Year
28	03	2003

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]

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



BDO Stoy Hayward
Corporate Finance

Commercial Buildings
11-15 Cross Street
Manchester M2 1WE
Telephone: +44 (0)161 817 3700
Facsimile: +44 (0)161 817 3711
DX 18578 Manchester 7
Web Site: www.bdo.co.uk

Private and Confidential

The Directors
CW Textiles Limited
Lynton House
Ackhurst Park
Chorley
PR7 1NY

28 March 2003

Our ref: jtr/sc/jc

Dear Sirs

Independent auditors' report to the directors of CW Textiles Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of CW Textiles Limited ('the Company') dated 28 March 2003 in connection with the proposal that the Company should give financial assistance for the purchase of all of the ordinary shares of the Company.

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

BDO Stoy Hayward
Chartered Accountants and Registered Auditors

000/CR/BDO Sec 156 report re company
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