

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

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

1	2	3	4	5	6
1	1	1	1	1	1
1	1	1	1	1	1

2993093

Name of company

* WEARWELL (UK) LIMITED

XWe BEATE-MARIA GREASLEY of Fir Trees, Cloves Hill, Morley, Ilkeston,
Derbyshire DE7 6DH;

GARRY CLAYTON of 20 Windsor Close, Perrycrofts, Tamworth;
QUENTIN HUGHES of 31 Broadfern Road, Knowle, Sollihull; and
CARL ROONEY of 22 Lukes Road, Burntwood, Walsall

~~XXXXXXXXXXXX~~ [the sole director] all the directors† of the above company do solemnly and sincerely declare that:

The business of the company is:

[illegible][illegible][illegible]

(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 holding company]~~ and the acquisition of shares in the Company's
holding company, Tecwear Limited (company no 2299326) ~~XXXXXX~~

The assistance is for the purpose of [that acquisition] ~~reducing or discharging a liability incurred for the~~
~~XXXXXX XXXX XXXX XXXX XXXX~~

The number and class of the shares acquired or to be acquired is: 47,606 ordinary at completion and

as soon as practicable thereafter 98,572 ordinary in the Company and 2 ordinary in Tecwear Ltd

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

Eversheds
1 Royal Standard Place
Nottingham
NG1 6FZ Ref: 1366/456124

DX 10031 Nottingham

For official Use
General Section

Post room



A13 COMPANIES HOUSE

0828
23/01/03

The assistance is to be given to: (note 2) Ever 1949 Limited (Company No. 4570754)
whose registered office is at 1 Royal Standard Place, Nottingham NG1 6FZ

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 paragraph 2.1 of the attached appendix

The person who ~~has acquired~~ ^{will acquire}† the shares is:

† delete as
appropriate

Ever 1949 Limited

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

Please see paragraph 2.2 of the attached appendix

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

do not
in this
n

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)

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

(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)

* delete either (a) or
(b) as appropriate

(b) [It is intended to commence the winding up of the company within 12 months of that date, and the
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 NUMBER ONE, PRIDE PLACE,

PRIDE PARK, DERRY

Declarants to sign below

Day Month Year
on

1	7	0	1	2	0	0	3
---	---	---	---	---	---	---	---

before me K. McDavid

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

B. H. Greaney
G. H. H.
A. L.
A. H.

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

WEARWELL (UK) LIMITED

Company No.2993093

Appendix to Form 155(6)a

1. Definitions

In this appendix the following definitions shall have the following meanings:

"Acquisitions"	means the acquisition of part of the issued share capital of the Company contemplated by the Wearwell Acquisition Agreement and of the entire issued share capital of Tecwear Limited, the Company's holding company, by the Purchaser
"Bank"	means HSBC Bank plc
"Debenture"	means a debenture to be granted by the Company in favour of the Bank
"Facilities"	means the banking facilities to be provided by the Bank to the Purchaser in the form of loan facilities amounting to £400,000 and a collective net overdraft facility to the Purchaser, the Company and Tecwear Limited amounting to £625,000 <i>and loan facilities amounting to £375,000 to the Company</i>
"First Fixed Charge"	means a charge over all book and other debts and first floating charge over all assets, goodwill, undertaking and uncalled capital, both present and future to be granted by the Company to the Bank
"First Mortgage of Keyman and Critical Illness Policy"	means the first mortgage of an HSBC Life (UK) and Critical Illness policy relating to Mrs B Greasley to be granted by the Company to the Bank
"Purchaser"	means Ever 1949 Limited
"Support Agreement"	means a support agreement to be entered into between the Company, the Purchaser and Tecwear Limited
"Unlimited Multilateral Company Guarantee"	means an unlimited multilateral company guarantee to be given by the Company and the Purchaser and Tecwear Limited to secure the liabilities of each other to the Bank including liabilities incurred by the Purchaser

in connection with the Acquisition

“Wearwell Acquisition Agreement”

means an agreement to be entered into between M Barron, G Clayton, A Crossley, B Greasley, Q Hughes, C Rooney, DA Thompson, C Thompson and the Purchaser in relation to the acquisition by the Purchaser of part of the issued share capital of the Company

2. Financial Assistance

2.1 The assistance will take the form of the execution by the Company of:

- 2.1.1 the Debenture;
- 2.1.2 the Unlimited Multilateral Company Guarantee;
- 2.1.3 the First Fixed Charge;
- 2.1.4 the First Mortgage of Keyman and Critical Illness Policy; and
- 2.1.5 the Support Agreement

as the same may be varied, supplemented, replaced or substituted from time to time.

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

- 2.2.1 the execution by the Company of the Debenture pursuant to which the Company creates a fixed equitable charge over all present and future freehold and leasehold property, a first fixed charge over, among other things, book and other debts, chattels, goodwill and uncalled capital, both present and future and a first floating charge over all assets and undertaking both present and future as security for the payment and discharge of all the Company's obligations and liabilities to the Bank, including those under the Unlimited Multilateral Company Guarantee;
- 2.2.2 the execution of the Unlimited Multilateral Company Guarantee given with regard to the Company and the other parties to it;
- 2.2.3 the execution of the First Fixed Charge pursuant to which the Company creates a charge over all book and other debts and a first floating charge over all assets, goodwill, undertaking and uncalled capital, both present and future;
- 2.2.4 the execution of the First Mortgage of Keyman and Critical Illness Policy pursuant to which the Company creates a first mortgage as security for the payment and discharge of the Company's obligations and liabilities to the Bank, including those under the Unlimited Multilateral Company Guarantee; and

2.2.5 the execution of the Support Agreement pursuant to which the Company agrees, inter alia, to provide financial facilities to the Purchaser to the extent required by it in order, inter alia, to discharge its obligations and liabilities arising under the Facilities (including in connection with the Acquisition) and any costs and expenses in connection with the Acquisition.

By entering into the documents referred to above the Company is entering into obligations and assuming liabilities and giving security in connection with the Acquisitions and may in the future be called upon pursuant to any of those documents to discharge obligations and/or liabilities arising in connection with the acquisition of shares in it by the Purchaser.

Chartered Accountants

Wilmot House, St. James Court
Friar Gate, Derby DE1 1BT
Telephone: 01332 332021
Fax: 01332 290439
E.mail: derby@smithcooper.co.uk
www.smithcooper.co.uk

**AUDITORS' STATUTORY REPORT
TO THE DIRECTORS OF WEARWELL (UK) LIMITED
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of Wearwell (UK) Limited (the "Company") dated 17 January 2003 in connection with the proposal that the Company should give financial assistance for the purpose of the purchase of shares in the Company and Tecwear Limited.

Basis of Opinion

We have inquired 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.

17 January 2003



SMITH COOPER
Registered Auditors

A13
COMPANIES HOUSE

23/01/03

Offices at: Alfreton Ashbourne Ashby de la Zouch Burton-on-Trent Buxton Mansfield Nottingham

A list of partners' names is available for inspection at the above office.

Authorised by the Financial Services Authority to carry on investment business.