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CHFP025

COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

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 letteringTo the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

SC46267

Name of company

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

* SEET LIMITED

* insert full name
of company§ insert name(s) and
address(es) of all
the directors

x/We **NEIL RICHARD CARRICK** of Church Hill Lodge, 6A Church Hill, South Cave, East Yorkshire, HU15 2EU, **PETER MCDONALD** of 452 Stockport Road, Denton, Manchester M34 6EQ, **KENNETH COLIN SCATES** of Foxley Hall, 149 Higher Lane, Lymm, Cheshire, WA13 0BU, **ADRIAN PETER HARRISON THOMAS** of 26 Hartley Road, Altrincham, Cheshire WA14 4AY and **FREDERICK WILLIAM WOOD** of Pleasant House, Pleasant Place, Louth, Lincolnshire LN11 0NA

† delete as
appropriate

~~[the sole director]~~ [all the directors]† of the above company (hereinafter called 'this company') do solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

- (a) ~~that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~
(b) ~~that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~
(c) something other than the above§

This company is [the] [a] holding company of* Banner Group Limited ("Subco")

_____ which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [_____]

_____ the holding company of this company†

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

Pinsent Curtis Biddle
1 Park Row
Leeds
LS1 5AB
DX : 26640 Leeds 28
5972368
SJW/JXC/506869.07003

For official Use
General Section

Post room



SCT SNBXJ20W 1236
COMPANIES HOUSE 26/07/01

The assistance is for the purpose of [that acquisition] ~~reducing or discharging a liability incurred for the purpose of that acquisition~~ † (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: 17,959,766 ord shares of 20p each
representing the whole of the issued and to be issued ord share capital of the Company.

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

The assistance will take the form of:

See Appendix B

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

† delete as appropriate

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

See Appendix C

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

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

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

Please do not
write in this
margin

The date on which the assistance is to be given is See Appendix E

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

~~*/~~We have formed the opinion, as regards this 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 this 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 this company within 12 months of that date, and I/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up.]~~* (note 3)

And ~~*/~~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

1 Park Row Leeds, LS1 5AB

Day Month Year
on

1	9	0	7	7	0	0	1
---	---	---	---	---	---	---	---

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
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

APPENDIX A

Cosalt plc (company number 19628) whose registered office is situate at Fish Dock Road,
Grimsby, North East Lincolnshire, DN31 3NW ("Cosalt")

APPENDIX B

The assistance will take the form of :-

1. the execution and delivery of a guarantee (the "Second Guarantee") in favour of National Westminster Bank plc (the "Bank") pursuant to which Subco will guarantee all liabilities to the Bank of any kind of each of the companies listed below, including liabilities incurred by Cosalt pursuant to (a) a term loan facility agreement (the "Facility Agreement") dated 20 March 2001 between Cosalt and the Bank in connection with the acquisition of shares in the Company and (b) a working capital facility letter (the "Working Capital Facility Letter") dated 20 March 2001 between Cosalt and the Bank :

Cosalt

Cosalt International Limited

W & J Knox Limited

Cosalt Industrial Services Limited

Cosalt Leisure Products Limited

Cosalt Workwear Limited

Cosalt Holiday Homes Limited

W & J Knox Fibres Limited

Cosalt Lighting Limited

the Company

Marmair Holdings Limited

Subco

Banner Limited

Ballyclare Special Products Limited

Distinctive Clothing Co. Limited,

and any other company which executes an Accession Agreement in the form set out in the Second Guarantee.

(such companies being together the "Debtors" and each a "Debtor").

2. the execution and delivery by Subco of an intra-group loan agreement (the "Support Agreement") to be entered into by Cosalt, the Company and certain of the Company's subsidiaries (including Subco).

APPENDIX C

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

1. by executing the Second Guarantee, Subco :
- 1.1 in consideration of the Bank giving time or credit or banking facilities to any one or more of the Debtors :
 - 1.1.1 jointly and severally guarantees to discharge on demand all the Obligations of each Debtor with Interest from the date of demand; and
 - 1.1.2 agrees that any item or amount claimed by the Bank to be included in a Debtor's Obligations which is not recoverable from Subco under the Second Guarantee for any reason on the basis of a guarantee shall nevertheless be recoverable from Subco as principal debtor by way of indemnity and Subco jointly and severally agrees to discharge that liability on demand with Interest from the date of demand.
- 1.2 jointly and severally agrees to pay Expenses to the Bank on demand.
- 1.3 acknowledges that the Second Guarantee is to be a continuing security until the expiry of one month from the date of receipt by the Bank of written notice to the Bank by Subco to discontinue the Second Guarantee in respect of Subco's liability, Subco on giving such notice remaining liable for all of the Obligations of each Debtor as at the date of expiry of the notice.
- 1.4 agrees that the Bank may, without the consent of or notice to any Guarantor, and without releasing or reducing the liability of any Guarantor to the Bank under the Second Guarantee :
 - 1.4.1 allow to a Debtor or any Guarantor or any other person any time or indulgence;
 - 1.4.2 grant to a Debtor or any Guarantor or any other person any new or increased facility and increase any rate of interest or charge;
 - 1.4.3 enter into, renew, vary or end any agreement or arrangement with or liability of a Debtor or any Guarantor or any other person;
 - 1.4.4 renew, vary, refrain from enforcing or release any present or future security or guarantee which the Bank holds from a Debtor or any Guarantor or any other person; and
 - 1.4.5 compound with a Debtor or any Guarantor or any other person.

- 1.5 agrees that its liabilities to the Bank under 1.1.1 above shall not be affected by the absence of or any defective, excessive or irregular exercise of the borrowing powers of a Debtor nor anything which would not have released or reduced Subco's liability to the Bank had Subco been principal debtor of the Bank instead of guarantor.
- 1.6 agrees that until all claims of the Bank in respect of all of the Obligations of each Debtor have been discharged in full :
- 1.6.1 it shall not be entitled to participate in any security held by the Bank or money received by the Bank in respect of any Debtor's Obligations;
- 1.6.2 it shall not, in competition with or in priority to the Bank make any claim, any claim in insolvency nor take or enforce any security from or against any Debtor or co-guarantor; and
- 1.6.3 any payment received by Subco in breach of 1.6.2 above and any security taken by subco from any Debtor or co-guarantor shall be held in trust for the Bank.
- 1.7 agrees that, subject to 1.8 below, the Bank may appropriate all payments received in respect of a Debtor's Obligations in reduction of any part of that Debtor's obligations.
- 1.8 agrees that the Bank may open a new account(s) after the Second Guarantee has been discontinued in respect of Subco's liability or the Bank has demanded payment from Subco. Whether or not such an account is opened, no payment received by the Bank after such discontinuance or demand shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of any Debtor's Obligations outstanding at the time of such discontinuance or demand.
- 1.9 agrees that the Bank may place to the credit of a suspense account for so long as it considers desirable any money received under the Second Guarantee without any obligation to apply it towards the discharge of any Debtor's Obligations.
- 1.10 agrees that the Bank may from time to time without notice set off the whole or any part of Subco's liability to the Bank under the Second Guarantee against any deposit or credit balance on any account of Subco with the Bank (whether or not that deposit or balance is due to Subco) provided that this will not circumvent the set-off provisions contained in clause 22 of the Facility Agreement.

Definitions :

"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank at any time in connection with the Obligations of each Debtor or in preserving, defending or enforcing the security created by the Second Guarantee or in exercising any power under the Second Guarantee or otherwise with Interest from the date that they are incurred.

"Guarantor" means each and any of the Guarantors.

"Guarantors" means all of the Debtors.

"Interest" means interest at the rate(s) charged to each Debtor by the Bank from time to time in respect of that Debtor's Obligations.

"Obligations" means all liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses payable by each Debtor.

2. by executing the Support Agreement :
 - 2.1 the Company and certain of its subsidiaries (including Subco) (the "Lenders" and each a "Lender") agree to make available to Cosalt such advances (each an "Advance") as Cosalt may from time to time request in order to assist Cosalt to :
 - 2.1.1 comply with its obligations under the Facility Agreement and the Working Capital Facility Letter (together the "Facilities") (as may be amended, supplemented, restated and/or novated from time to time), including, without limitation, repayment of principal and payment of interest;
 - 2.1.2 make loans to such persons as Cosalt may designate (to the extent not prohibited by the Facilities);
 - 2.1.3 pay the fees and expenses incurred in connection with the negotiation, preparation and execution of the Facilities;
 - 2.1.4 make any dividend payments (to the extent not prohibited by the Facilities); and
 - 2.1.5 for other general corporate purposes not prohibited by the Facilities.
 - 2.2 Each Lender shall make Advances under the Support Agreement provided that :
 - 2.2.1 Cosalt has given notice in writing to that Lender specifying the amount and currency of the proposed Advance, the purpose for which it is required, the date on which it is to be made and Cosalt's instruction for payment;
 - 2.2.2 the approval or making of the Advance will not give rise to any offence by any person under the Companies Act 1985 or the Insolvency Act 1986 and will not otherwise be unlawful;
 - 2.2.3 Cosalt is not at the date for the making of the Advance in liquidation or administration or the subject of a creditors' voluntary arrangement; and
 - 2.2.4 the proceeds of the Advance will not be used by Cosalt for a purpose which is prohibited by the terms of the Facilities and the Security Documents (as such term is defined in the Facility Agreement).
 - 2.3 Advances will bear interest at the rate per annum as may be agreed from time to time between the relevant Lender and Cosalt as applying to an Advance or (if no such rate has been agreed) the rate of interest at that time applicable under the Facility Agreement, from the date they are made until repayment, payable quarterly in arrears or on such dates as may be agreed between the relevant Lender and Cosalt.
 - 2.4 Each Advance shall, unless otherwise agreed between Cosalt and the relevant Lender at the time of making an Advance, be unsecured and repayable on demand made at any time by that Lender.

APPENDIX D

The amount of any loans made from time to time by Subco to Cosalt under the terms of the Support Agreement.

APPENDIX E

On the date hereof and/or any date or dates on or within the period of eight weeks immediately following the date of this statutory declaration.



KPMG Audit Plc

1 The Embankment
Neville Street
Leeds
LS1 4DW
United Kingdom

Tel +44 (0) 113 231 3000
Fax +44 (0) 113 231 3186
DX 12097 Leeds 1

Private & confidential

The Directors
SEET Limited
MacKinnons
21 Albert Street
Aberdeen
AB25 1XX

19 July 2001

Your ref

Our ref aml/rt/234

Contact Adrian Stone
0113 231 3467

Dear Sir

Auditors' report to the directors of SEET Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors dated 19 July 2001 in connection with the proposal that Banner Group Limited, of which this company is a holding company, should give financial assistance for the purchase of 100% of this company's ordinary shares. We have enquired into the state of this 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 Audit Plc

KPMG Audit Plc
Registered Auditors



KPMG Audit Plc, a company
incorporated under the UK Companies
Acts, is a member of KPMG
International, a Swiss association

KPMG Audit Plc is
registered to carry on audit
work by the Institute of
Chartered Accountants in

England and Wales.
Registered in England
No 3110745

Registered office
8 Salisbury Square
London EC4Y 8BB