

# G

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

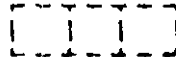
Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number



00175064

Name of company

FILOFAX GROUP LIMITED

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

Insert full name  
of company

Mr & MICHAEL DAVID BALL of The Old Barn House, Lyne Court, Lyne Lane, Chertsey, Surrey KT16 0AW;

Insert name(s) and  
address(es) of all  
the directors

CHRISTOPHER BRACE of 21 Ludlow Way, London N2 0JZ;  
JAMES EDWARD FREEMAN JR., 31601 Sea Shadows Way, Laguna Niguel, CALIFORNIA 92677, USA; and MARK ANDREW VIDOVICH of 20 Charlotte, Irvine, California, USA.

Delete as  
appropriate

(THE DIRECTORS NAMED ABOVE WHICH ARE RESIDENT IN THE USA ARE  
SIMULTANEOUSLY SWEARING AN IDENTICAL DECLARATION IN THE USA)

~~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~~ holding company of FILOFAX LIMITED which is

proposing to give financial assistance in connection with the acquisition of shares

in ~~this company~~ the holding company of this company

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

SKIDDEN ARPS  
ONE CANADA SQUARE  
LONDON  
E14 5DS

For official Use  
General Section

Post room



The assistance is for the purpose of ~~that acquisition~~ reducing or discharging a liability incurred for the purpose of that acquisition.<sup>†</sup> (note 1)

Please do not write in this margin

The number and class of the shares acquired or to be acquired is: 25,124,059

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

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

The assistance will take the form of:

SCHEDULE B

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

DAYRUNNER UK PLC

<sup>†</sup> delete as appropriate

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

SCHEDULE 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 £ NIL

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

Please do not  
write in  
this margin

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

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

The date on which the assistance is to be given is WITHIN 8 WEEKS HEREOF

~~/~~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) /~~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)

~~(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 7-12 Noel Street  
London W1

the 12 day of October

one thousand nine hundred and ninety

nine

before me Edward Gardiner

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

Declarants to sign below



A Commissioner for Oaths  
10 Philpot Lane,  
London EC3M 8BR,  
England  
(Edward Gardiner)

## 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.

**Schedule A to the Statutory Declaration for Filofax Group Limited,  
dated 12 October 1999**

**DAY RUNNER INC.**, a Delaware corporation having its principal place of business at 15295 Alton Parkway, Irvine, CA. 92718, USA; **DAYRUNNER UK PLC**, a company incorporated in England and Wales having its registered office at 4<sup>th</sup> Floor, Waverley House, 7/12 Noel Street, London W1Y 1FA, and **FILOFAX LIMITED**, a company incorporated in England and Wales and having its registered office at Waverly House, 7/12 Noel Street, London W1V 4BA.

**Schedule B to the Statutory Declaration for Filofax Group Limited,  
dated 12 October 1999**

1. The execution, delivery and performance by the Company of its obligations under a guarantee (the "**Guarantee**") and a Security Document (the "**Security Agreement**") (each to be dated on or about the date hereof), made in favour of Wells Fargo, National Association (the "**Agent**") pursuant to which the Company will guarantee and give security for the Guaranteed Obligations (as defined in the Guarantee) in respect of an Amended and Restated Loan Agreement (to be dated on or about the date hereof) (the "**Loan Agreement**") made between Day Runner Inc., Day Runner UK plc, Filofax Limited, the Agent, and the lenders defined therein (the "**Lenders**");

**Schedule C to the Statutory Declaration for Filofax Group Limited,  
dated 12 October 1999**

1. By executing the Guarantee the Company:
  - 1.1 guarantees irrevocably and unconditionally to pay and perform on demand the Guaranteed Obligations (as defined in the Guarantee).
  - 1.2 agrees to pay various reasonable costs and expenses of the Agent in connection with the execution and delivery of the Guarantee and Security Document.
2. By executing the Security Document the Company:
  - 2.1 with full title guarantee as continuing security for the payment of the Guaranteed Obligations charges in favour of the Agent:
    - (a) by way of a first legal mortgage:
      - (i) all Filofax Limited shares and Related Rights; and
      - (ii) all estates or interests in any freehold or leasehold property belonging to it.
    - (b) by way of first fixed charge:
      - (i) all moneys standing to the credit of the Security Accounts;
      - (ii) all benefits in respect of the Insurances;
      - (iii) all of the Company's book and other debts;
      - (iv) all of the Company's rights and benefits under the Relevant Agreements;
      - (v) any beneficial interest in any pension fund;
      - (vi) the Company's uncalled capital; and
      - (vii) the Intellectual Property Rights.
    - (c) by way of a first floating charge:
      - (i) all of the Company's assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge.

Capitalised terms (not already referenced as being defined herein) shall bear the meanings given to them in the Security Document.



The Directors  
Filofax Group Limited  
Waverley House  
7-12 Noel Street  
London  
W1V 4NE

Direct line: 0171 303 6281  
Direct fax: 0171 303 5917

Our Ref: LE9910007/JB/MB SC5

12 October 1999

Dear Sirs

**AUDITORS' REPORT TO THE DIRECTORS OF FILOFAX GROUP LIMITED  
PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of Filofax Group Limited dated 12 October 1999 in connection with the proposal that Filofax Limited should give financial assistance for the purchase of 25,124,059 of Filofax Group Limited's ordinary shares.

**Basis of opinion**

We have enquired into the state of Filofax Group Limited'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 is unreasonable in all the circumstances.

Deloitte & Touche  
Registered Auditors

**Schedule A to the Statutory Declaration for Filofax Group Limited,  
dated 12 October 1999**

**DAY RUNNER INC.**, a Delaware corporation having its principal place of business at 15295 Alton Parkway, Irvine, CA. 92718, USA; **DAYRUNNER UK PLC**, a company incorporated in England and Wales having its registered office at 4<sup>th</sup> Floor, Waverley House, 7/12 Noel Street, London W1Y 1FA, and **FILOFAX LIMITED**, a company incorporated in England and Wales and having its registered office at Waverly House, 7/12 Noel Street, London W1V 4BA.



**G****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

To the Registrar of Companies

For official use

Company number

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

[ ] [ ] [ ]

00175064

Name of company

• FILOFAX GROUP LIMITEDNote  
Please read the notes  
in page 3 before  
completing this form.Insert full name  
of companyMr & MICHAEL DAVID BALL of The Old Barn House, Lyne Court, Lyne  
Lane, Chertsey, Surrey KT16 0AW;Insert name(s) and  
address(es) of all  
the directorsCHRISTOPHER BRACE of 21 Ludlow Way, London N2 0JZ;JAMES EDWARD FREEMAN JR., 31601 Sea Shadows Way, Laguna Niguel,  
CALIFORNIA 92677, USA; and MARK ANDREW VIDOVIICH of 20  
Charlotte, Irvine, California, USA.(THE DIRECTORS NAMED ABOVE WHICH ARE RESIDENT IN THE USA ARE  
SIMULTANEOUSLY SWEARING AN IDENTICAL DECLARATION IN THE USA)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~~ holding company of FILOFAX LIMITED

which is

proposing to give financial assistance in connection with the acquisition of shares

in ~~this company~~~~the holding company of this company~~Presenter's name address and  
reference (if any):SKADPEN ARPS  
ONE CANADA SQUARE  
LONDON  
E14 5DSFor official Use  
General Section

Post room

The assistance is for the purpose of ~~that acquisition~~ reducing or discharging a liability incurred for the purpose of that acquisition.<sup>†</sup> (note 1)

Please do not write in this margin

The number and class of the shares acquired or to be acquired is: 25,124,059

Please complete legibly, preferably in block type, or bold block letters.

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

The assistance will take the form of:

SCHEDULE B

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

DAYRUNNER UK PLC

<sup>†</sup> delete as appropriate

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

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Please complete  
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in black type, or  
bold black lettering

The date on which the assistance is to be given is WITHIN 8 WEEKS HEREOF

~~1/~~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) ~~1/~~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 ~~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 \_\_\_\_\_

Declarants to sign below

the 12 day of October  
one thousand nine hundred and nineteen

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 166(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.

State of California

County of Orange

On 10/12/99 before me, K. Houck, Notary Public, personally appeared

JAMES E. FREEMAN JR.  
MARK VidoVich

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same is his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Signature of Notary Public.



This certificate is attached to the following document:

Title or Type of Document Declaration by the Dated 10/12/99  
Directors, etc. "155(b)

**Schedule B to the Statutory Declaration for Filofax Group Limited,  
dated 12 October 1999**

1. The execution, delivery and performance by the Company of its obligations under a guarantee (the "**Guarantee**") and a Security Document (the "**Security Agreement**") (each to be dated on or about the date hereof), made in favour of Wells Fargo, National Association (the "**Agent**") pursuant to which the Company will guarantee and give security for the Guaranteed Obligations (as defined in the Guarantee) in respect of an Amended and Restated Loan Agreement (to be dated on or about the date hereof) (the "**Loan Agreement**") made between Day Runner Inc., Day Runner UK plc, Filofax Limited, the Agent, and the lenders defined therein (the "**Lenders**");

**Schedule C to the Statutory Declaration for Filofax Group Limited,  
dated 12 October 1999**

1. By executing the Guarantee the Company:
  - 1.1 guarantees irrevocably and unconditionally to pay and perform on demand the Guaranteed Obligations (as defined in the Guarantee).
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    - (a) by way of a first legal mortgage:
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    - (b) by way of first fixed charge:
      - (i) all moneys standing to the credit of the Security Accounts;
      - (ii) all benefits in respect of the Insurances;
      - (iii) all of the Company's book and other debts;
      - (iv) all of the Company's rights and benefits under the Relevant Agreements;
      - (v) any beneficial interest in any pension fund;
      - (vi) the Company's uncalled capital; and
      - (vii) the Intellectual Property Rights.
    - (c) by way of a first floating charge:
      - (i) all of the Company's assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge.

Capitalised terms (not already referenced as being defined herein) shall bear the meanings given to them in the Security Agreement.



The Directors  
Filofax Group Limited  
Waverley House  
7-12 Noel Street  
London  
W1V 4NE

Direct line: 0171 3036281  
Direct fax: 0171 303 5917

Our Ref: LE9910007A/JB/MB SC5

12 October 1999

Dear

## **AUDITORS' REPORT TO THE DIRECTORS OF FILOFAX GROUP LIMITED PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors of Filofax Group Limited dated 12 October 1999 in connection with the proposal that Topps of England Ltd should give financial assistance for the purchase of 25,124,059 of Filofax Group Limited's ordinary shares.

### **Basis of opinion**

We have enquired into the state of Filofax Group Limited'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 is unreasonable in all the circumstances.

Deloitte & Touche  
Registered Auditors