COMPANIES FORM No. 155(6)b

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



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iote	. FILEFAY GROUP LIMITED						
in page 3 before completing this form.							
insert full name of company	Lane, Chartsey, Surrey KTIG OAW;						
insert name(s) and address(es) of all	_ U .0	•	Vay, Londo	n N2 OJZ:			
the directors	LAMES EDWARD FREEMAN JR., 31601 Sea Shadows Way, Laguna Nignel CALIFORNIA 92677, USA: and MARK ANDREW VIDOVICH 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)						
r delete as appropriate	ittie sale director all the directors to of the above company (hereinafter called 'this company') do						
	solemnly and sincerely declare that:						
i dalete whichever	The business of this company is:						
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 3 or 4 of the Insurance Companies Act 1982 to carry ex-						
	insurance business in the United Kingdoms						
	(c) something other than the above5						
	This company is the let holding company of						
	proposing to give financial assistance in connection with the acquisition of shares						
	in this company						
				g company of this company of			
		_ 					
	Presentor's name address and reference (if any):	For official Use General Section	l Post	room			
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Please complete legibly, preferably in black type, or bold block lettering The date on which the assistance is to be given is WITHIN & WEEKS HEREOFIS

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)

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

(a) W/We have formed the opinion that this company will be able to pay it's 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 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.

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Declarants to sign below

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a Comissioner for Oaths.

- 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 158(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.

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

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 4th 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:
- 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.

Deloitte & Touche



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

Deloitte & Touche Stonecutter Court 1 Stonecutter Street London EC4A 4TR

Telephone: National 0171 936 3000 International + 44 171 936 3000 Fax: 0171 583 1198 LDE: DX 599

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

Deloite & Touch

Deloitte Touche Tohmatsu

Aberdeen, Bath, Belfast, Birmingham, Bracknell, Bristol, Cambridge, Cardiff, Crawley, Edinburgh, Glasgow, Leeds, Leicester, Liverpool, London, Manchester, Milton Keynes Newcastle upon Tyne, Nottingham, St Albans and Southampton,

Principal place of business at which a list of partners' names is available Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR.

Authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.

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 4th 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.

COMPANIES FORM No. 155(6)b

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



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

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	To the Registrar of Companies	For official use Company number						
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date 'lease read the note	· FILDFAY GROUP LIMITED							
in page 3 before ompleting this form								
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of company		Lane, Chartsay, Surrey KTIG DAW:						
 insert name (e) and address(es) of all the directors 	CHRISTOPHER BRACE OF	21 Ludlow Way, London N2 OJZ;						
4.0	"	R., 31601 Sea Thadows Way, Laguna Niguel						
	CALIFORNIA 92677, US							
	Charlotte Irvine Calif	Charlotte, Irvine, California, USA.						
	(THE DIRECTORS NAMED ARWI	(THE DIRECTORS NAMED ASWE WHICH ARE RESIDENT IN THE USA ARE						
	SIMULTANEOUSLY SHEARING AN IDENTICAL DECLARATION IN THE USA)							
r dejete as appropriate	the sole director; all the directors !!	of the above company (hereinafter called 'this company') do						
	solemnly and sincerely declare that:							
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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.

Declare	d at			(Declarants to sign below
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before a		or Caths or No	otary Public or Justice	 o of	,

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a Comissioner for Oaths.

 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.

the Peace or a Solicitor having the powers conferred on

- 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 Habilities of the company are to be taken into account - see section 168(3) of the Companies Act 1986.
- The auditors report required by section 156(4) of the Companies Act 1985 must be ennexed to this form.

State of California
County of Change.
On 19/99 before me, K. Houck, Notary Public, personally appeared
JAMES E FREEMAN JR.
MARK Vido Vick
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 of Notary Public.
K. HOUCK COMM. #1086373; THOTARY PUBLIC-CALIFORNIA CONTROL COUNTY ORANGE COUNTY NY COMM EXP. APR 8. 2000 F
This certificate is attached to the following document: Title or Type of Document Acceptation by the Dated Airectors, 240, "155(6)6

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

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");

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- 2. By executing the Security Agreement 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 Agreement.



Deloitte & Touche Stonecutter Court 1 Stonecutter Street London EC4A 4TR Telephone: National 0171 936 3000 International + 44 171 936 3000

Fax: 0171 583 1198 LDE: DX 599

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

Direct line: Direct fax: 0171 3036281 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

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Basis of opinion

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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

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