

G

CHWP000

Please do not
write in
this margin

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

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

For official use

Company number

--	--	--

00214206 6

Name of company

ACCO EUROPE LIMITED

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

* insert full name
of company

~~We~~ ☒ See Annexure A

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

† 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 the 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§

The company is ~~the~~ ☒ holding company of ACCO EASTLIGHT 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) :

Skadden, Arps, Slate, Meagher
& Flom (UK) LLP
40 Bank Street
Canary Wharf
London E14 5DS

For official Use (10/03)
General Section

Post room



LD4
COMPANIES HOUSE

411
17/10/2005

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

The number and class of the shares acquired or to be acquired is: 300,988 ordinary shares of GBP 1

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

The assistance is to be given to: (note 2) ACCO BRANDS EUROPE LIMITED

The assistance will take the form of:

See Annexure B

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

† delete as
appropriate

ACCO BRANDS EUROPE LIMITED

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

See Annexure 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

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

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

~~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)

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

(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)

(b) ~~It is intended to commence the winding up of this company within 12 months of that date, and 1/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 Oxford House Oxford
Roal Aylesbury Bucks
HP21 8SZ

Day Month Year
on

0	5	1	0	2	0	0	5
---	---	---	---	---	---	---	---

before me J. J. Cragg
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

PC P. C. Chapman
AP [Signature]

D. J. CRAGG, M. A. (OXON)
NOTARY PUBLIC
25 WALTON STREET
AYLESBURY
BUCKS HP21 7QH

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

DX 33050 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

Annexure A to Companies Form 155(6)(b)
Declaration by all the directors of ACCO Europe Limited
in relation to assistance for the acquisition of shares

DIRECTOR	ADDRESS
Neal Fenwick	301 S.Ridge Road Lake Forest Illinois USA 60045
Paul Chapman	51 Tempest Mead North Weald Epping Essex CM16 6DY
Andrew Stephen Page	29 Russell Avenue Bedford Bedfordshire MK40 3TD

Annexure B to Companies Form 155(6)(b)
Declaration by all the directors of ACCO Europe Limited
in relation to assistance for the acquisition of shares

Unless otherwise defined in this Annexure B, capitalised terms used in this Annexure shall have the meaning given to those terms in Annexure D to this Companies Form 155(6)(b).

Form of Financial Assistance

The financial assistance will take the form of the execution, delivery and performance by ACCO Eastlight Limited (the "**Company**") of:

1. a guarantee between the Company and ACCO UK Limited as guarantors and Citicorp North America, Inc. as trustee for the Secured Parties (the "**Guarantee**") pursuant to which the Company will guarantee to the Trustee the performance of the obligations of certain subsidiaries of ACCO Brands Corporation (including ACCO Brands Europe Limited) under the Credit Agreement and the other Loan Documents (the "**Secured Obligations**"). Amounts drawn under the Credit Agreement by ACCO Brands Europe Limited will be used for, inter alia, financing the acquisition by ACCO Brands Europe Limited of shares in ACCO Europe Limited;
2. a debenture between the Company and ACCO UK Limited as chargors and Citicorp North America, Inc. as trustee for the Secured Parties (the "**Debenture**") pursuant to which the Company (i) covenants that it will on demand of the Trustee discharge all Secured Obligations and (ii) grant security interests over its assets and undertaking in favour of the Trustee as security for the payment and discharge of the Secured Obligations;
3. an accession deed (the "**Trust Accession Deed**") pursuant to which the Company shall accede to the Trust Agreement and give certain undertakings and indemnities in favour of the Trustee and the Secured Parties; and
4. an intercompany loan agreement (the "**Upstream Loan Agreement**") between the Company and ACCO UK Limited as lenders and ACCO Brands Europe Limited as borrower pursuant to which the Company and ACCO UK Limited will make available to ACCO Brands Europe Limited a revolving loan facility to be used by ACCO Brands Europe Limited in meeting its payment obligations under the Credit Agreement.

Annexure C to Companies Form 155(6)(b)
Declaration by all the directors of ACCO Europe Limited
in relation to assistance for the acquisition of shares

Unless otherwise defined in this Annexure C, capitalised terms used in this Annexure shall have the meaning given to those terms in Annexures B and D to this Companies Form 155(6)(b).

Principal Terms of Financial Assistance

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

1. Under the terms of the Debenture:
 - 1.1 The Company covenants with the Trustee as trustee for the Secured Parties that it shall on demand of the Trustee discharge all Secured Obligations (which, for the avoidance of doubt, includes obligations under or pursuant to the Debenture or any Mortgage) which the Company may at any time have to the Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties including any liability in respect of any further advances made under the Loan Documents to the UK Borrower or the Dutch Borrower, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.
 - 1.2 The Company charges with full title guarantee in favour of the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of this Debenture shall be a charge by way of legal mortgage) all of the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):
 - 1.2.1 the Real Property (other than the Excluded Properties);
 - 1.2.2 the Tangible Moveable Property;
 - 1.2.3 the Accounts;
 - 1.2.4 the Intellectual Property;

- 1.2.5 any goodwill and rights in relation to the uncalled capital of the Company;
 - 1.2.6 the Investments; and
 - 1.2.7 all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture.
- 1.3 The Company assigns and agrees to assign absolutely with full title guarantee to the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's rights, title and interest in and to the Assigned Accounts (including any renewal or redesignation of such accounts) and all monies standing to the credit of those accounts from time to time (subject to obtaining any necessary consent to that assignment from any third party).
- 1.4 The Company with full title guarantee charges in favour of the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company.
- 1.5 The floating charge referred to in paragraph 1.4 above shall be deferred in point of priority to all fixed Liens validly and effectively created by the Company under the Loan Documents in favour of the Trustee as trustee for the Secured Parties as security for the Secured Obligations.
- 1.6 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture.
- 1.7 The Trustee may at any time by notice in writing to the Company convert the floating charge with immediate effect into a fixed charge as regards any property or assets specified in the notice if:
- 1.7.1 an Event of Default has occurred and is continuing; or
 - 1.7.2 the Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - 1.7.3 the Trustee reasonably considers that it is desirable in order to protect the priority of the security.
- 1.8 Notwithstanding paragraph 1.7 above and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:
- 1.8.1 the Company creates or attempts to create any Lien (other than any Lien permitted under Section 8.2 of the Credit Agreement), over any of the Charged Property; or
 - 1.8.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property;

- 1.8.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company or an administrator is appointed to the Company; or
 - 1.8.4 any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Company or files such a notice with the court.
 - 1.9 The Company shall take all such action as is available to it (including the making of all filings and registrations) as may be reasonably necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Trustee pursuant to the Debenture and any Mortgage.
 - 1.10 The Company undertakes that it shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Lien over all or any part of the Charged Property other than a Lien permitted pursuant to the Credit Agreement.
2. Under the terms of the Guarantee:
- 2.1 the Company irrevocably and unconditionally:
 - 2.1.1 guarantees to the Trustee, as trustee for the Secured Parties pursuant to the Trust Agreement, the punctual performance of all the Secured Obligations, and undertakes to pay to the Trustee from time to time immediately on demand the unpaid balance of every sum (of principal, interest or otherwise) now or hereafter owing, due or payable in respect of such Secured Obligations to the Secured Parties as if it was the principal obligor; and
 - 2.1.2 agrees, as a primary obligation, to indemnify the Trustee, as trustee for the Secured Parties pursuant to the Trust Agreement, from time to time immediately on demand from and against any cost, loss or liability incurred by the Secured Parties as a result of any Secured Obligation being or becoming void, voidable, unenforceable, ineffective, invalid or illegal for any reason whatsoever, whether or not known to the Secured Parties or the Trustee, the amount of such loss being the amount which the Secured Parties would otherwise have been entitled to recover in relation to such Secured Obligation.
 - 2.2 The guarantee and indemnity referred to in paragraph 2.1 above are in respect of all of the Secured Obligations.
 - 2.3 The obligations of the Company contained in the Guarantee shall be in addition to and independent of every other security which the Trustee or the Secured Parties may at any time hold in relation to any of the Secured Obligations.
 - 2.4 Neither the obligations of the Company contained in the Guarantee nor the rights, powers and remedies conferred in respect of the Company upon the Trustee by the Guarantee or by law shall be discharged, impaired or otherwise affected by:

- 2.4.1 any amendment or variation of the Credit Agreement;
 - 2.4.2 the winding-up, dissolution, administration, moratorium, suspension of payment, bankruptcy or reorganisation of the Foreign Loan Parties or any of their subsidiaries or any other person or any change in its status, function, control or ownership;
 - 2.4.3 any of the Secured Obligations (not to include the obligations of the Company under the Guarantee) or any of the obligations of the Foreign Loan Parties or any of their subsidiaries or any other person under any security relating to any of the Secured Obligations being or becoming illegal, invalid, unenforceable or ineffective in any respect;
 - 2.4.4 any time or other indulgence being granted or agreed to be granted to the Foreign Loan Parties or any of their subsidiaries or any other person in respect of any of the Secured Obligations (not to include the obligations of the Company under the Guarantee) or under any other security;
 - 2.4.5 any amendment to, or any variation, waiver or release of, any of the Secured Obligations (not to include the obligations of the Company under the Guarantee) or of any person under any other security;
 - 2.4.6 any failure to take, or fully to take, any security agreed to be taken in relation to any of the Secured Obligations;
 - 2.4.7 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of any of the Secured Obligations;
 - 2.4.8 any change in the identity of the Secured Parties under the Credit Agreement or otherwise; or
 - 2.4.9 any other act, event or omission which, but for Clause 3.2 of the Guarantee, might operate to discharge, impair or otherwise affect any of the obligations of the Company contained in the Guarantee or any of the rights, powers or remedies conferred upon the Trustee by the Guarantee or by law.
- 2.5 The Company agrees that, so long as any of the Foreign Loan Parties or any of their subsidiaries is under any actual or contingent obligations in respect of any of the Secured Obligations, the Company shall not exercise any rights which the Company may have at any time by reason of performance by it of its obligations under the Guarantee:
- 2.5.1 to be indemnified by the Foreign Loan Parties or any of their subsidiaries or to receive any collateral from the Foreign Loan Parties or any of their subsidiaries; and/or
 - 2.5.2 to claim any contribution from any other guarantor of any of the Secured Obligations; and/or
 - 2.5.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Trustee in respect of any of the Secured Obligations or of any other security taken

pursuant to, or in connection with, any of the Secured Obligations by the Trustee.

3. Under the terms of the Trust Accession Deed, the Company will accede to the Trust Agreement and pursuant to the terms of the Trust Agreement will undertake to reimburse the Trustee for certain costs and expenses incurred by the Trustee in connection with the Foreign Collateral Documents and will indemnify the Trustee against certain costs, claims, losses, expenses and liabilities incurred by the Trustee in connection with the Loan Documents.
4. Under the terms of the Upstream Loan Agreement the Company will agree to make cash advances available to ACCO Brands Europe Limited to enable it to meet its payment obligations under the Credit Agreement.

Annexure D to Companies Form 155(6)(b)
Declaration by all the directors of ACCO Europe Limited
in relation to assistance for the acquisition of shares

Definitions

"Account" means any account opened or maintained by each Asset Chargor with the Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

"Administrative Agent" means Citicorp North America, Inc in its capacity as administrative agent, collateral agent and trustee for the Lenders and the Issuers under the Credit Agreement.

"Asset Chargor" means each of ACCO Eastlight Limited and ACCO UK Limited.

"Assigned Account" means the Accounts specified in Schedule 6 (*Assigned Accounts*) (and any renewal or redesignation of such Accounts) of the Debenture and any other Account that may from time to time be identified in writing as an Assigned Account by the Trustee.

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Trustee by or pursuant to the Debenture and any Mortgage.

"Collateral Rights" means all rights, powers and remedies of the Trustee provided by or pursuant to the Debenture or any Mortgage or by law.

"Credit Agreement" means the credit agreement dated as of 17 August 2005 between ACCO Brands Corporation; ACCO Brands Europe Limited; Furlon Holding B.V. (to be renamed ACCO Nederland Holdings B.V.); the Lenders and Issuers named therein; Citicorp North America, Inc. as the Administrative Agent; ABN AMRO Bank, N.V. as Syndication Agent; Goldman Sachs Credit Partners L.P., General Electric Capital Corporation and Harris N.A. as Co-Documentation Agents; and Citigroup Global Markets, Inc. and ABN AMRO Incorporated as Joint Lead Arrangers and Joint Book-Running Managers.

"Dutch Borrower" means Furlon Holdings B.V. (to be renamed ACCO Nederland Holdings B.V.).

"Event of Default" has the meaning set out in the Credit Agreement.

"Excluded Properties" means:

- (a) all that freehold property known as Halesowen Industrial Park, Hereward Rise, Halesowen, B62 8AN, United Kingdom, as the same is registered at H.M. Land Registry with title number WM48209; and
- (b) all that freehold property located at 245 - 247 Ashton Road, Denton, Manchester, M34 3LR, United Kingdom, as the same is registered at H.M. Land Registry with title numbers LA305563 and LA375256.

"Foreign Borrowers" means the UK Borrower and the Dutch Borrower.

"Foreign Collateral Documents" means the Trust Agreement, the Debenture, the Mortgage and each other security document or pledge agreement delivered in accordance with the Trust Agreement and Foreign Mortgages and applicable laws to grant a valid security interest in any property as collateral for the Foreign Obligations and any other document or instrument utilised to pledge or grant or purporting to pledge or grant a security interest or lien on any property as collateral for the Foreign Obligations.

"Foreign Guarantors" means (i) the subsidiaries of ACCO Brands Corporation (other than the Foreign Borrowers) listed on Schedule IV (*Initial Foreign Borrowers*) of the Credit Agreement and (ii) each other Foreign Subsidiary (as defined in the Credit Agreement) that becomes a Foreign Guarantor pursuant to Section 7.10 (*Additional Collateral and Guarantees*) of the Credit Agreement.

"Foreign Loan Parties" means the Foreign Borrowers and the Foreign Guarantors.

"Foreign Mortgages" has the meaning set out in the Credit Agreement.

"Foreign Obligations" has the meaning set out in the Credit Agreement.

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit;
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Issuers" means (a) Harris N.A. and LaSalle Bank National Association and (b) any other Lender approved by the Administrative Agent acting in its capacity as an issuer of a Letter of Credit (as defined in the Credit Agreement).

"Lender" has the meaning set out in the Credit Agreement.

"Lien" has the meaning set out in the Credit Agreement.

"Loan Document" has the meaning set out in the Credit Agreement.

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or

sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 5 (*Form of Legal Mortgage*) of the Debenture.

"Mortgaged Property" means

- (a) the freehold and leasehold property specified in the schedule to each Mortgage;
- (b) the freehold and leasehold property specified in Schedule 2 of the Debenture; and
- (c) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes any Related Rights.

"Real Property" means, including as provided in Clause 1.9 (*Real Property*) of the Debenture, the Mortgaged Property and any present future freehold or leasehold property in which the Company has an interest.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Secured Obligations" means the Foreign Obligations.

"Secured Parties" has the meaning set out in the Trust Agreement.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"Trust Agreement" means the trust agreement dated on or about the date of the Credit Agreement between the Trustee; Citicorp North America, Inc. as Administrative Agent; the Secured Parties as named therein; ACCO Brands Corporation; and the Companies named therein.

"Trustee" means Citicorp North America, Inc. in its capacity as trustee for the Secured Parties.

"UK Borrower" means ACCO Brands Europe Limited.

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Please do not
write in
this margin

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

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

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

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

For official use

Company number

--	--	--

00214206

Name of company

ACCO EUROPE LIMITED

Note

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

* insert full name
of company

We ~~are~~ See Annexure A

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

† 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 the 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§

The company is ~~the~~ (a) holding company of* ACCO EASTLIGHT 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):

Skadden, Arps, Slate, Meagher
& Flom (UK) LLP
40 Bank Street
Canary Wharf
London E14 5DS

For official Use (10/03)
General Section

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

The number and class of the shares acquired or to be acquired is: 300,988 ordinary shares of GBP 1

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

The assistance is to be given to: (note 2) ACCO BRANDS EUROPE LIMITED

The assistance will take the form of:

See Annexure B

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

† delete as appropriate

ACCO BRANDS EUROPE LIMITED

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

See Annexure 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

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

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

~~I~~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) ~~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)

~~(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.

British Consulate General
Declared at **The Wrigley Building**
400 North Michigan Avenue
Suite 1300

Chicago, Illinois 60611
Day Month Year

on 05 10 2005

before me

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

British Pro-Consul

Declarants to sign below



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

DX 33050 Cardiff

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2

Annexure A to Companies Form 155(6)(b)
Declaration by all the directors of ACCO Europe Limited
in relation to assistance for the acquisition of shares

DIRECTOR	ADDRESS
Neal Fenwick	301 S.Ridge Road Lake Forest Illinois USA 60045
Paul Chapman	51 Tempest Mead North Weald Epping Essex CM16 6DY
Andrew Stephen Page	29 Russell Avenue Bedford Bedfordshire MK40 3TD

Annexure B to Companies Form 155(6)(b)
Declaration by all the directors of ACCO Europe Limited
in relation to assistance for the acquisition of shares

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Form of Financial Assistance

The financial assistance will take the form of the execution, delivery and performance by ACCO Eastlight Limited (the "**Company**") of:

1. a guarantee between the Company and ACCO UK Limited as guarantors and Citicorp North America, Inc. as trustee for the Secured Parties (the "**Guarantee**") pursuant to which the Company will guarantee to the Trustee the performance of the obligations of certain subsidiaries of ACCO Brands Corporation (including ACCO Brands Europe Limited) under the Credit Agreement and the other Loan Documents (the "**Secured Obligations**"). Amounts drawn under the Credit Agreement by ACCO Brands Europe Limited will be used for, inter alia, financing the acquisition by ACCO Brands Europe Limited of shares in ACCO Europe Limited;
2. a debenture between the Company and ACCO UK Limited as chargors and Citicorp North America, Inc. as trustee for the Secured Parties (the "**Debenture**") pursuant to which the Company (i) covenants that it will on demand of the Trustee discharge all Secured Obligations and (ii) grant security interests over its assets and undertaking in favour of the Trustee as security for the payment and discharge of the Secured Obligations;
3. an accession deed (the "**Trust Accession Deed**") pursuant to which the Company shall accede to the Trust Agreement and give certain undertakings and indemnities in favour of the Trustee and the Secured Parties; and
4. an intercompany loan agreement (the "**Upstream Loan Agreement**") between the Company and ACCO UK Limited as lenders and ACCO Brands Europe Limited as borrower pursuant to which the Company and ACCO UK Limited will make available to ACCO Brands Europe Limited a revolving loan facility to be used by ACCO Brands Europe Limited in meeting its payment obligations under the Credit Agreement.

Annexure C to Companies Form 155(6)(b)
Declaration by all the directors of ACCO Europe Limited
in relation to assistance for the acquisition of shares

Unless otherwise defined in this Annexure C, capitalised terms used in this Annexure shall have the meaning given to those terms in Annexures B and D to this Companies Form 155(6)(b).

Principal Terms of Financial Assistance

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

1. Under the terms of the Debenture:
 - 1.1 The Company covenants with the Trustee as trustee for the Secured Parties that it shall on demand of the Trustee discharge all Secured Obligations (which, for the avoidance of doubt, includes obligations under or pursuant to the Debenture or any Mortgage) which the Company may at any time have to the Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties including any liability in respect of any further advances made under the Loan Documents to the UK Borrower or the Dutch Borrower, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.
 - 1.2 The Company charges with full title guarantee in favour of the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of this Debenture shall be a charge by way of legal mortgage) all of the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):
 - 1.2.1 the Real Property (other than the Excluded Properties);
 - 1.2.2 the Tangible Moveable Property;
 - 1.2.3 the Accounts;
 - 1.2.4 the Intellectual Property;

- 1.2.5 any goodwill and rights in relation to the uncalled capital of the Company;
 - 1.2.6 the Investments; and
 - 1.2.7 all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture.
- 1.3 The Company assigns and agrees to assign absolutely with full title guarantee to the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's rights, title and interest in and to the Assigned Accounts (including any renewal or redesignation of such accounts) and all monies standing to the credit of those accounts from time to time (subject to obtaining any necessary consent to that assignment from any third party).
- 1.4 The Company with full title guarantee charges in favour of the Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company.
- 1.5 The floating charge referred to in paragraph 1.4 above shall be deferred in point of priority to all fixed Liens validly and effectively created by the Company under the Loan Documents in favour of the Trustee as trustee for the Secured Parties as security for the Secured Obligations.
- 1.6 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture.
- 1.7 The Trustee may at any time by notice in writing to the Company convert the floating charge with immediate effect into a fixed charge as regards any property or assets specified in the notice if:
- 1.7.1 an Event of Default has occurred and is continuing; or
 - 1.7.2 the Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - 1.7.3 the Trustee reasonably considers that it is desirable in order to protect the priority of the security.
- 1.8 Notwithstanding paragraph 1.7 above and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:
- 1.8.1 the Company creates or attempts to create any Lien (other than any Lien permitted under Section 8.2 of the Credit Agreement), over any of the Charged Property; or
 - 1.8.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property;

- 1.8.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company or an administrator is appointed to the Company; or
 - 1.8.4 any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Company or files such a notice with the court.
 - 1.9 The Company shall take all such action as is available to it (including the making of all filings and registrations) as may be reasonably necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Trustee pursuant to the Debenture and any Mortgage.
 - 1.10 The Company undertakes that it shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Lien over all or any part of the Charged Property other than a Lien permitted pursuant to the Credit Agreement.
2. Under the terms of the Guarantee:
- 2.1 the Company irrevocably and unconditionally:
 - 2.1.1 guarantees to the Trustee, as trustee for the Secured Parties pursuant to the Trust Agreement, the punctual performance of all the Secured Obligations, and undertakes to pay to the Trustee from time to time immediately on demand the unpaid balance of every sum (of principal, interest or otherwise) now or hereafter owing, due or payable in respect of such Secured Obligations to the Secured Parties as if it was the principal obligor; and
 - 2.1.2 agrees, as a primary obligation, to indemnify the Trustee, as trustee for the Secured Parties pursuant to the Trust Agreement, from time to time immediately on demand from and against any cost, loss or liability incurred by the Secured Parties as a result of any Secured Obligation being or becoming void, voidable, unenforceable, ineffective, invalid or illegal for any reason whatsoever, whether or not known to the Secured Parties or the Trustee, the amount of such loss being the amount which the Secured Parties would otherwise have been entitled to recover in relation to such Secured Obligation.
 - 2.2 The guarantee and indemnity referred to in paragraph 2.1 above are in respect of all of the Secured Obligations.
 - 2.3 The obligations of the Company contained in the Guarantee shall be in addition to and independent of every other security which the Trustee or the Secured Parties may at any time hold in relation to any of the Secured Obligations.
 - 2.4 Neither the obligations of the Company contained in the Guarantee nor the rights, powers and remedies conferred in respect of the Company upon the Trustee by the Guarantee or by law shall be discharged, impaired or otherwise affected by:

- 2.4.1 any amendment or variation of the Credit Agreement;
 - 2.4.2 the winding-up, dissolution, administration, moratorium, suspension of payment, bankruptcy or reorganisation of the Foreign Loan Parties or any of their subsidiaries or any other person or any change in its status, function, control or ownership;
 - 2.4.3 any of the Secured Obligations (not to include the obligations of the Company under the Guarantee) or any of the obligations of the Foreign Loan Parties or any of their subsidiaries or any other person under any security relating to any of the Secured Obligations being or becoming illegal, invalid, unenforceable or ineffective in any respect;
 - 2.4.4 any time or other indulgence being granted or agreed to be granted to the Foreign Loan Parties or any of their subsidiaries or any other person in respect of any of the Secured Obligations (not to include the obligations of the Company under the Guarantee) or under any other security;
 - 2.4.5 any amendment to, or any variation, waiver or release of, any of the Secured Obligations (not to include the obligations of the Company under the Guarantee) or of any person under any other security;
 - 2.4.6 any failure to take, or fully to take, any security agreed to be taken in relation to any of the Secured Obligations;
 - 2.4.7 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of any of the Secured Obligations;
 - 2.4.8 any change in the identity of the Secured Parties under the Credit Agreement or otherwise; or
 - 2.4.9 any other act, event or omission which, but for Clause 3.2 of the Guarantee, might operate to discharge, impair or otherwise affect any of the obligations of the Company contained in the Guarantee or any of the rights, powers or remedies conferred upon the Trustee by the Guarantee or by law.
- 2.5 The Company agrees that, so long as any of the Foreign Loan Parties or any of their subsidiaries is under any actual or contingent obligations in respect of any of the Secured Obligations, the Company shall not exercise any rights which the Company may have at any time by reason of performance by it of its obligations under the Guarantee:
- 2.5.1 to be indemnified by the Foreign Loan Parties or any of their subsidiaries or to receive any collateral from the Foreign Loan Parties or any of their subsidiaries; and/or
 - 2.5.2 to claim any contribution from any other guarantor of any of the Secured Obligations; and/or
 - 2.5.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Trustee in respect of any of the Secured Obligations or of any other security taken

pursuant to, or in connection with, any of the Secured Obligations by the Trustee.

3. Under the terms of the Trust Accession Deed, the Company will accede to the Trust Agreement and pursuant to the terms of the Trust Agreement will undertake to reimburse the Trustee for certain costs and expenses incurred by the Trustee in connection with the Foreign Collateral Documents and will indemnify the Trustee against certain costs, claims, losses, expenses and liabilities incurred by the Trustee in connection with the Loan Documents.
4. Under the terms of the Upstream Loan Agreement the Company will agree to make cash advances available to ACCO Brands Europe Limited to enable it to meet its payment obligations under the Credit Agreement.

Annexure D to Companies Form 155(6)(b)
Declaration by all the directors of ACCO Europe Limited
in relation to assistance for the acquisition of shares

Definitions

"Account" means any account opened or maintained by each Asset Chargor with the Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

"Administrative Agent" means Citicorp North America, Inc in its capacity as administrative agent, collateral agent and trustee for the Lenders and the Issuers under the Credit Agreement.

"Asset Chargor" means each of ACCO Eastlight Limited and ACCO UK Limited.

"Assigned Account" means the Accounts specified in Schedule 6 (*Assigned Accounts*) (and any renewal or redesignation of such Accounts) of the Debenture and any other Account that may from time to time be identified in writing as an Assigned Account by the Trustee.

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Trustee by or pursuant to the Debenture and any Mortgage.

"Collateral Rights" means all rights, powers and remedies of the Trustee provided by or pursuant to the Debenture or any Mortgage or by law.

"Credit Agreement" means the credit agreement dated as of 17 August 2005 between ACCO Brands Corporation; ACCO Brands Europe Limited; Furlon Holding B.V. (to be renamed ACCO Nederland Holdings B.V.); the Lenders and Issuers named therein; Citicorp North America, Inc. as the Administrative Agent; ABN AMRO Bank, N.V. as Syndication Agent; Goldman Sachs Credit Partners L.P., General Electric Capital Corporation and Harris N.A. as Co-Documentation Agents; and Citigroup Global Markets, Inc. and ABN AMRO Incorporated as Joint Lead Arrangers and Joint Book-Running Managers.

"Dutch Borrower" means Furlon Holdings B.V. (to be renamed ACCO Nederland Holdings B.V.).

"Event of Default" has the meaning set out in the Credit Agreement.

"Excluded Properties" means:

- (a) all that freehold property known as Halesowen Industrial Park, Hereward Rise, Halesowen, B62 8AN, United Kingdom, as the same is registered at H.M. Land Registry with title number WM48209; and
- (b) all that freehold property located at 245 - 247 Ashton Road, Denton, Manchester, M34 3LR, United Kingdom, as the same is registered at H.M. Land Registry with title numbers LA305563 and LA375256.

"Foreign Borrowers" means the UK Borrower and the Dutch Borrower.

"Foreign Collateral Documents" means the Trust Agreement, the Debenture, the Mortgage and each other security document or pledge agreement delivered in accordance with the Trust Agreement and Foreign Mortgages and applicable laws to grant a valid security interest in any property as collateral for the Foreign Obligations and any other document or instrument utilised to pledge or grant or purporting to pledge or grant a security interest or lien on any property as collateral for the Foreign Obligations.

"Foreign Guarantors" means (i) the subsidiaries of ACCO Brands Corporation (other than the Foreign Borrowers) listed on Schedule IV (*Initial Foreign Borrowers*) of the Credit Agreement and (ii) each other Foreign Subsidiary (as defined in the Credit Agreement) that becomes a Foreign Guarantor pursuant to Section 7.10 (*Additional Collateral and Guarantees*) of the Credit Agreement.

"Foreign Loan Parties" means the Foreign Borrowers and the Foreign Guarantors.

"Foreign Mortgages" has the meaning set out in the Credit Agreement.

"Foreign Obligations" has the meaning set out in the Credit Agreement.

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit;
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Issuers" means (a) Harris N.A. and LaSalle Bank National Association and (b) any other Lender approved by the Administrative Agent acting in its capacity as an issuer of a Letter of Credit (as defined in the Credit Agreement).

"Lender" has the meaning set out in the Credit Agreement.

"Lien" has the meaning set out in the Credit Agreement.

"Loan Document" has the meaning set out in the Credit Agreement.

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or

sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 5 (*Form of Legal Mortgage*) of the Debenture.

"Mortgaged Property" means

- (a) the freehold and leasehold property specified in the schedule to each Mortgage;
- (b) the freehold and leasehold property specified in Schedule 2 of the Debenture; and
- (c) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes any Related Rights.

"Real Property" means, including as provided in Clause 1.9 (*Real Property*) of the Debenture, the Mortgaged Property and any present future freehold or leasehold property in which the Company has an interest.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Secured Obligations" means the Foreign Obligations.

"Secured Parties" has the meaning set out in the Trust Agreement.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"Trust Agreement" means the trust agreement dated on or about the date of the Credit Agreement between the Trustee, Citicorp North America, Inc. as Administrative Agent; the Secured Parties as named therein; ACCO Brands Corporation; and the Companies named therein.

"Trustee" means Citicorp North America, Inc. in its capacity as trustee for the Secured Parties.

"UK Borrower" means ACCO Brands Europe Limited.