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in black type, or
bold block lettering

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

1118

2384199

Name of company

* The Solicitors' Law Stationery Society Limited (the "Chargor")

Date of creation of the charge

1 September 1997

Description of the instrument (if any) creating or evidencing the charge (note 2)

A Guarantee and Debenture dated 1 September 1997 made between the companies listed in Part II of the attached Schedule (1) and The Governor and Company of the Bank of Scotland (2) (the "Debenture")

Amount secured by the mortgage or charge

See Part III of the attached Schedule.

Names and addresses of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland, 38 Threadneedle
Street, London

Postcode EC2P 2EH

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

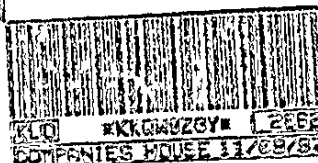
Lovell White Durrant
65 Holborn Viaduct
London
EC1A 2DY

DX 57: LONDON, CHANCERY LANE
AL/PCS/AJP/117240

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Parts IV, V, VI, VII, VIII, IX and X of the attached Schedule.

NB. Part V of the attached Schedule includes covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

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Particulars as to commission allowance or discount (note 3)

N/A

Signed Lesell White Dymond Date 10th September 1997.

On behalf of ^{chargee} ~~(company)~~ ~~(mortgagor/chargee)~~ †

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 396). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 396) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 396(4) applies (property situate in Scotland or Northern Ireland) and Form No. 396 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

SCHEDULE TO FORM 395

PART I

Definitions

"ACT Facility" means the facility made available to SLSS under the Facilities Agreement for the purpose of paying advance corporation tax on a specified dividend;

"Acquisition Debt" means all monies, obligations and liabilities due owing or incurred:

- (i) under or in respect of Tranche B of the Term Facility; and
- (ii) under Tranche A of the Term Facility, the ACT Facility, the Working Capital Facility and/or the Ancillary Facilities to the extent that such monies, obligations or liabilities relate to the payment or repayment of consideration, fees or other costs and expenses payable in respect of the acquisition by Holdings of the whole of the issued share capital of SLSS;

"Ancillary Facilities" means the ancillary facilities made available to SLSS and Holdings under the Facilities Agreement;

"Bank" means The Governor and Company of the Bank of Scotland and, in addition, in so far as the Bank is acting as provider of the Term Facility, the ACT Facility, the Working Capital Facility and/or the Ancillary Facilities under the Facilities Agreement, includes its successors, assignees and transferees from time to time in those capacities and, in so far as the Bank provides any interest rate and/or currency hedging arrangements in respect of the facilities provided under the Facilities Agreement includes Bank of Scotland Treasury Services PLC;

"Charged Property" means the property charged under Clauses 4.1, 4.2 and 4.3 of the Debenture;

"Charging Companies" means the companies listed in Part II of this Schedule and **"Charging Company"** means any one or more of them;

"Copyright" means copyright in and in relation to the forms listed in Part X of this Schedule and described in the catalogue entitled "Oyez Forms 1996" and in and in relation to the electronic forms software referred to in Part X of this Schedule;

"Encumbrance" includes any mortgage, pledge, lien, hypothecation, charge, assignment or deposit by way of security or any other agreement or arrangement (whether conditional or not and whether relating to existing or to future assets), having the effect of providing a security or preferential treatment to a creditor (including set off or title retention) or any agreement or arrangement to give any form of security or preferential treatment to a creditor and in each case excluding agreements or arrangements arising by operation of law;

"Event of Default" means any of the events specified in clause 18.1 of the Facilities Agreement;

"Facilities Agreement" means the facilities agreement dated 10 May 1996 and made between Holdings (1), SLSS and others (2) and the Bank (3) as amended and restated by a supplemental agreement dated 8 August 1997 which expression shall for the avoidance of doubt include reference to the Working Capital Facility and any further amendments, supplements, accessions, variations or additions to such agreement, (including without limitation changes to the facilities provided thereunder or increases in their maximum amount);

"Group" means at any time Holdings and its subsidiaries at that time and **"Group Company"** shall mean any of them;

"Holding" means SLSS (Holdings) Limited, a company registered in England and Wales with Company Number 3185023;

"Intellectual Property" means patents, utility models, trade marks (and all goodwill associated with them), rights in passing off, brands and trade names, copyrights and rights in the nature of copyright, design rights and registered designs, documented trade secrets and know-how, and all other intellectual property rights including applications for and the right to apply for any of the foregoing and the benefit of all agreements in connection with such rights and the benefit of all licences and permissions to use any such rights;

"Patents" the patents and patent applications referred to in Part IX of this Schedule;

"SLSS" means The Solicitors' Law Stationery Society Limited, a company registered in England and Wales with company number 2384199;

"Term Facility" means the term loan facility made available to SLSS and Holdings under the Facilities Agreement;

"Trade Marks" means the trade marks and trade mark applications listed in Part VIII of this Schedule;

"Tranche A" means the tranche of the term facility made available to SLSS under the Facilities Agreement for the purpose of repaying existing borrowings and payment a dividend;

"Tranche B" means the tranche of the Term Facility made available to Holdings for the purpose of the acquisition of SLSS by Holdings;

"Working Capital Facility" means the working capital facility made available to SLSS and Holdings under the Facilities Agreement and a letter dated 1 September 1997 setting out the terms of the facility;

Part II

The Charging Companies

Company Name	Company Number
SLSS (Holdings) Limited	3185023
The Solicitors' Law Stationery Society Limited	2384199
Oyez Stationery Group Limited	2192164
Straker (Holdings) Limited	2848787
Straker Office Supplies plc	65882
Straker Office Environments Limited	3124170
Sutton Stationery Limited	2117515
CS Office Supplies (Shrewsbury) Limited	2263746
Mayfair Office Supplies (UK) Limited	2272016
Parbury Office Supplies Limited	247788
Straker (Group) Limited	574598

PART III

Amount secured by the mortgage or charge

1. (i) Under Clause 2.1 of the Debenture, the Chargor covenanted that it would on demand in writing made to it by the Bank pay or discharge to the Bank all money and liabilities which shall from time to time (whether on or at any time after such demand) be due owing or incurred by the Chargor to the Bank other than in respect of the Acquisition Debt; and
- (ii) Under Clause 2.1 of the Debenture, the Chargor covenanted and guaranteed that it would on demand in writing made to it by the Bank pay or discharge to the Bank all money and liabilities which shall from time to time (whether on or at any time after such demand) be due, owing or incurred by any other Group Company (including any other Charging Company) to the Bank other than in respect of the Acquisition Debt,

in each case, whether the monies and liabilities to which they relate are due owing or incurred actually or contingently and whether solely or jointly with any other person and in whatever style, name or form and whether as principal or surety, including (without prejudice to the generality of the foregoing) all liabilities in connection with interest rate or currency swaps or hedging agreements, foreign exchange transactions, accepting, endorsing or discounting notes and bills, or under bonds, guarantees, indemnities, documentary or other credits or any instrument whatever from time to time entered into by the Bank for the Chargor or any other Group Company, together with all interest, commission, fees and other proper charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the accounts of the Chargor or any other Group Company and so that interest shall be computed and compounded in accordance with the provisions of the Facilities Agreement or other applicable agreement (after as well as before any demand made or judgment obtained under the Debenture), and so that the Chargor will on demand also retire all bills or notes for the time being under discount with the Bank to which the Chargor or any other Group Company is a party, whether as drawer, acceptor, maker or indorser without any deduction whatever.

2. Under subclause 2.3 of the Debenture, the Chargor agreed that there shall be excluded from all of the covenants and guarantees contained in Clause 2.1 of the Debenture any liability or sum which would, but for this proviso, cause such covenants and guarantees or the security which would otherwise be constituted by the Debenture for such liability or sum to constitute unlawful financial assistance prohibited by Section 151 of the Companies Act 1985.

PART IV

Particulars of the Property Mortgaged or Charged.

1. Under clause 4.1 of the Debenture, the Chargor with full title guarantee charged to the Bank with the payment and discharge of all moneys and liabilities covenanted under the Debenture to be paid or discharged by it:-
 - (a) by way of first legal mortgage, all its freehold and leasehold property the title to which is registered at HM Land Registry (including but not limited to the interest of the Chargor in the properties described in Part VI of this Schedule) together with all

buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;

- (b) by way of first legal mortgage, all other freehold and leasehold property vested in it at the date of the Debenture and not registered at HM Land Registry (including but not limited to the interest of the Chargor in the properties described in Part VII of this Schedule) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (c) by way of first fixed charge, all future freehold and leasehold property of the Chargor together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (d) by way of first fixed charge, all estates and interests not effectively charged under the charges referred to in paragraphs (a)-(c) above belonging to the Chargor at the date of the Debenture or thereafter in or over land wheresoever situate or the proceeds of sale of land and all licences held at the date of the Debenture and thereafter by the Chargor to enter upon or use land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Chargor at the date of the Debenture and thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Debenture;
- (e) by way of first fixed charge, all book debts both present and future due or owing to the Chargor and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and similar and associated rights and remedies;
- (f) by way of first fixed charge all cash at bank and credit balances of the Chargor whether with the Bank or with any other bank, company or person (including, without limitation, each and every account with any bank which is designated as a collection account for book and other debts);
- (g) by way of first fixed charge, all other monetary debts and claims existing at the date of the Debenture and arising in the future including things in action which give rise or may give rise to a debt or debts, due or owing to the Chargor at the date of the Debenture or thereafter and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as are described in the charge referred to in paragraph (e) above, and all rights and interests of the Chargor in and claims under all policies of insurance and assurance held by or insuring to the benefit of the Chargor at the date of the Debenture or thereafter;
- (h) by way of first fixed charge:
 - (i) all stocks and shares and other interests both present and future including (without prejudice to the generality of the foregoing) loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor in (and from) any company including, without limitation, in (and from) any company which is a Subsidiary of the Chargor;
 - (ii) the full benefit of all stocks, shares and securities which, or the certificates of which, are at the date of the Debenture or thereafter be lodged with or held by or transferred to or registered in the name of the Bank or its nominee;

- (iii) all rights in respect of or incidental to the premises described in sub-paragraphs (i) and (ii) above (the premises referred to in sub-paragraphs (i) to (iii) inclusive charged under the Debenture being hereinafter called "the Securities"); and
- (iv) all stocks, shares, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, or otherwise to or in respect of any of the Securities, including all dividends, interest and other income payable in connection therewith (all of which premises referred to in sub-paragraphs (i) to (iv) above are hereinafter called "Interests in Securities"),

but so that the Bank shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with Interests in Securities;

- (i) by way of first fixed charge all its rights and interests in Intellectual Property anywhere in the world at the date of the Debenture or in the future including the Trade Marks and the Patents but excluding:
 - (i) any licence, agreement or permission to the extent and for so long as it cannot be validly charged; and
 - (ii) all copyright validly assigned pursuant to Clause 4.2 of the Debenture;
 - (j) the benefit of all rights and claims to which the Chargor is at the date of the Debenture or may thereafter become entitled under any contracts relating to the business or otherwise; and
 - (k) by way of first fixed charge, all the goodwill and the uncalled capital of the Chargor both present and future.
2. Under clause 4.2 of the Debenture, as further security for the payment and discharge of all monies and liabilities covenanted to be paid or discharged by it under the Debenture, the Chargor with full title guarantee assigned to the Bank (by way of assignment of present and future rights) all its rights and interests in the Copyright and all other copyright and rights in the nature of copyright owned by the Chargor at the date of the Debenture or in the future provided that the assignment does not take effect over any copyright or rights in the nature of copyright to the extent that and for so long as such an assignment of such rights would be in breach of any contractual obligation of the Chargor.
3. Under Clause 4.3 of the Debenture, the Chargor with full title guarantee, charged to the Bank with the payment and discharge of all money and liabilities covenanted to be paid or discharged by it under the Debenture by way of floating charge all the undertaking and all property, assets, rights and revenues of the Chargor whatsoever and wheresoever, both present and future, including (without prejudice to the generality of the foregoing) the property described above in paragraphs (a)-(k) inclusive if and insofar as the charges thereon or on any part thereof therein contained shall for any reason be ineffective as fixed charges.
4. Under clause 4.5 of the Debenture the Chargor agreed (without prejudice to the covenant for further assurance deemed to be included in the Debenture by virtue of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1994) that at any time following the occurrence of an Event of Default which has not been waived by the Bank in writing made to it by the Bank (but in the case of sub-paragraph 4.5(f) of the Debenture only, at any time after the date

of the Debenture), at its own cost execute by way of deed or otherwise in the Bank's standard form or in such other form as the Bank may require and deliver to the Bank:-

- (a) a chattel mortgage over such chattels, plant and/or equipment (but not stock in trade) of the Chargor as the Bank may specify;
- (b) an assignment of all book and other debts and claims (both present and future) due or owing to the Chargor or such of them as the Bank may specify;
- (c) a charge by way of legal mortgage or a specific legal charge of any freehold and leasehold and heritable properties acquired by the Chargor after the date of the Debenture and of the fixtures (including trade fixtures) and fixed plant and machinery at any time thereon, and of all stocks, shares and other securities;
- (d) an assignment in favour of the Bank over such of the policies of insurance and/or assurance of the Chargor as the Bank may specify;
- (e) such other legal or other assignments, transfers, mortgages, charges or securities and such other documents, renewals, notifications, notices of assignment, registrations or filings, as the Bank may reasonably consider necessary further to secure the payment or discharge to the Bank of the money and liabilities secured under the Debenture, or to perfect or improve the security created by the Debenture or vest title in any Charged Property in itself or its nominees or any purchaser; and
- (f) such further documents as may be necessary to perfect and register the charges and assignment created or purported to be created under the Debenture of or over any Intellectual Property. This includes the perfection and registration of such charges and assignments in any foreign jurisdiction and where the efficacy of such charges or assignments in any foreign jurisdiction is dependent on the execution of a different document, the preparation, execution and (where relevant) registration of such document provided that such document shall be on terms no more onerous than the terms of the Debenture save where this is necessary for the efficacy of the foreign charge or assignment.

PART V

Covenants and Restrictions

1. Under Clause 4.6 of the Debenture, the Chargor agreed to deposit with the Bank and agreed that the Bank shall during the continuance of the security constituted by the Debenture be entitled to hold:-
 - (a) all deeds and documents of title (if any) relating to the premises described in paragraph 1 of Part IV of this Schedule which are in the possession or control of the Chargor or its agents or nominees; and
 - (b) all insurance policies relating to assets assigned or charged under the Debenture which are in the Chargor's possession (the Chargor agreed to endeavour to obtain possession of insurance policies in the possession of its insurance brokers as soon as is practicable to enable it to deposit them with the Bank).
2. Under Clause 4.7 of the Debenture, the Chargor agreed (at its own cost) that it would at all times:

- (a) as soon as reasonably practicable upon acquisition of any Interests in Securities deposit with the Bank and permit the Bank during the continuance of the security constituted by the Debenture to hold and retain (i) all stock and share certificates and documents of title relating to Interests in Securities and (ii) transfers of the Securities duly completed in favour of the Bank or its nominee and (iii) such other documents as the Bank may from time to time require for perfecting its title to Interests in Securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser;
 - (b) not without the prior written consent of the Bank:
 - (i) create or permit to subsist any mortgage, debenture, charge, lien or other Encumbrance (other than in favour of the Bank or otherwise as permitted by the Facilities Agreement) on or over Interests in Securities or any part thereof or interest therein; or
 - (ii) sell, transfer or otherwise dispose of Interests in Securities or any part thereof or interest therein or attempt or agree so to do;
 - (c) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of Interests in Securities to the Bank.
3. Under Clause 4.10 of the Debenture, the Chargor covenanted that the Bank may at any time and from time to time, after the occurrence of an Event of Default which has not been waived by the Bank, by notice in writing to the Chargor convert the floating charge contained in Clause 4.3 of the Debenture into a specific charge as regards any Charged Property specified in such notice.
4. Under Clause 7.1 of the Debenture the Chargor agreed that it shall, during the continuance of the security constituted by the Debenture, save with the prior written consent of the Bank or as may be expressly permitted under the Facilities Agreement:
- (a) get in and realise all book debts and other debts and claims charged under the Debenture in the ordinary course of business and pay all moneys which it may receive in respect thereof into its account with the Bank and/or such other bank or banks as the Bank may from time to time nominate forthwith on receipt and, pending such payment, hold all moneys so received upon trust for the Bank and shall not without the prior consent of the Bank in writing or unless otherwise expressly permitted under the Facilities Agreement purport to sell, charge, factor, discount or encumber or assign or otherwise sell or dispose of such book debts and other debts or claims (or any interest therein) in favour of any other person, and shall if called upon to do so by the Bank at any time:-
 - (i) following the occurrence of an Event of Default which is continuing, execute a legal assignment of such book debts and other debts and claims to the Bank and give notice thereof to the relevant debtor; and/or
 - (ii) deliver such particulars as to the amount and nature of such book and other debts and claims as the Bank may from time to time reasonably require;
 - (b) ensure that the amounts guaranteed under the Debenture to be paid by the Chargor will at all times constitute the direct, unconditional and general obligations of the Chargor and, unless the Bank agrees otherwise, will rank (save in respect of statutory

preferential debts) at least pari passu with all present and future outstanding indebtedness issued, created, assumed or guaranteed by the Chargor.

- (c) not (save for any Encumbrance or security created in favour of the Bank or otherwise expressly permitted by the Facilities Agreement) create, incur or permit to subsist any Encumbrance on any of its present or future property, assets or revenues to secure any liability, actual or contingent;
 - (d) not redeem or purchase any of its own shares or create or issue any debenture stock or loan stock;
 - (e) not enter into any arrangement whereby any person shall acquire or gain the right to acquire or the right to carry on the whole or any part of the trade or business presently being carried on by the Chargor;
5. Under Clause 7.2 of the Debenture, the Chargor agreed that it would not, during the continuance of the security constituted by the Debenture, unless the Bank otherwise agrees in writing:
- (a) sell, assign, transfer, licence or agree to license any Intellectual Property or any interest therein or permit any third party to use such Intellectual Property except for any licences which are in existence at the date of the Debenture and have been assigned to the Bank; and
 - (b) alter any specification for which any Trade Mark has been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any trade mark included in the Charged Property.

PART VI

Registered Property

Property	Title Number	Owning Company
37 Littlemore Road, Pudsey, West Yorkshire	WYK435375	The Solicitors Law Stationery Society Limited
Unit 2, Hayward Industrial Park, Birmingham	WM305356	The Solicitors Law Stationery Society Limited
Unit H, Motorway Distribution Centre, Avonmouth Way, Avonmouth, Bristol	AV116790	Oyez Stationery Group Limited
Part Oyez House, 3rd Avenue, Bletchley, Buckinghamshire	BM142590	The Solicitors Law Stationery Society Limited

Part Ground Floor, Enterprise House, St Paul's Street, Leeds	WYK278067	The Solicitors Law Stationery Society Limited
146 Fetter Lane, London	NGL546523	Oyez Stationery Group Limited
Unit 8, Hellesdon Park Industrial Estate, Norwich	NK103502	The Solicitors Law Stationery Society Limited
21 Nuffield Road/2 Didcot Road, Poole, Dorset	DT169033	The Solicitors Law Stationery Society Limited
Unit 5, Battlefield Enterprise Park, Hussy Road, Harlscott, Shrewsbury SY1 3ER	SL 72448	CS Office Supplies (Shrewsbury) Limited
Unit N, Sapcote Industrial Estate, 68 Wyrley Road, Witton, Birmingham B6 7BN	WN 405843	Mayfair Office Supplies (UK) Limited
Unit P, Sapcote Industrial Estate, 68 Wyrley Road, Witton, Birmingham B6 7BN	WN 376655	Sutton Stationery Limited

PART VII

Unregistered Property

Property	Tenure	Owning Company
11/21 Churchill Way, Cardiff	Freehold	The Solicitors Law Stationery Society Limited
2 Gibraltar Row, King Edward Industrial Estate, Liverpool	Freehold	The Solicitors Law Stationery Society Limited
8 Beardmore Way, Clydebank, Scotland	Freehold	The Solicitors Law Stationery Society Limited
Ground Floor, Lord Street, Derby Square, Liverpool	Freehold	The Solicitors Law Stationery Society Limited
Phoenix House, 1/4 Newhall Street, Birmingham	Freehold	The Solicitors Law Stationery Society Limited
10 Broadway, Bradford	Freehold	The Solicitors Law Stationery Society Limited
Alphinbrook Road, Marsh Barton, Exeter	Freehold	The Solicitors Law Stationery Society Limited
Ground Floor, Lord Street and Derby Square, Liverpool	Freehold	The Solicitors Law Stationery Society Limited
7 Spa Road, Bermondsey	Freehold	The Solicitors Law Stationery Society Limited
Ground Floor and Part Basement, 40/42 John Dalton Street, Manchester	Freehold	The Solicitors Law Stationery Society Limited
Ground Floor Offices, 5 Woodhouse Road, Mansfield, Nottinghamshire	Freehold	The Solicitors Law Stationery Society Limited
Premises at The Wesley Drive Industrial Estate, Long Benton, Newcastle-upon-Tyne	Freehold	The Solicitors Law Stationery Society Limited
7 Campo Lane, Sheffield	Freehold	The Solicitors Law Stationery Society Limited
500 Purley Way, Croydon	Leaschold	Straker Office Supplies plc
Unit 11, Lincoln Park, High Wycombe	Leaschold	Straker Office Supplies plc

Workshop Unit, Sayers Common	Leasehold	Straker Office Supplies plc
Office Suite B, Sayers Common	Leasehold	Straker Office Supplies plc
1 Ward Street, Guildford	Leasehold	Straker Office Supplies plc
15-17 Artillery Row, London SW1	Leasehold	Straker Office Supplies plc
29 Old Bailey, London	Leasehold	Straker Group Limited
111 High Street, Strood	Leasehold	Straker Office Supplies plc
Parkside, Coventry	Leasehold	Straker Office Supplies plc
Unit BT.285/2, Glasson Industrial Estate, Maryport, Cumbria	Leasehold	CS Office Supplies (Shrewsbury) Limited
7 Parker Court, Dunston, Gateshead, Tyne & Wear	Leasehold	CS Office Supplies (Shrewsbury) Limited

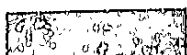
PART VIII

Trademarks

Proprietor: The Solicitors' Law Stationery Society Limited
United Kingdom Registrations and Applications

Mark	Number	Class
Oyez (plus device)	155259	1, 2, 9, 11, 16, 17, 18, 34
Oyez (stylised)	175850	1, 2, 9, 11, 16, 17, 18, 34
Oyez (word)	1206754	9
Oyez (word)	1201811	16
Oyez (word)	1387670	35
Oyez (word)	1387671	42

Oyez TRIFILM	1008060	16
VISITAPE	1011266	16
HELOFILE	1011267	16
OYEZ SUPERTYPE	1030146	16
MULTI-BOND	B1101240	16
MIRRACOM	1496062	16
MIRRACOM	1496063	20
OYEZ STRONGMAIL	2019706	16
MULTICOPIER (application)	2024987	16



PART IX

Patents and Patent Applications

County	Number	Filing Date	Subject Matter
GB	2269991	13.03.92	Display Apparatus
GB (Application)	2276741	03.06.93	A method and system for controlling the use of software.
International application (including all applications resulting therefrom)	PCT/GB94/01204	-	a method and system for controlling the use of software
International application (including all applications resulting therefrom).	PCT/GB92/00458	-	Display apparatus

Part X

The Copyright

Copyright

The forms referred to below as described in the catalogue entitled "Oyez Forms 1996".

Deeds of Arrangement

DA 12A

Companies

Cos 1A
Cos 1B
Cos 3C
Cos 32
Cos 33
Cos 3B
Cos 3B*
Cos 3BA

A1/117274_1/13

Cos 3BB*
Cos 3E
Cos 5A
Cos 5AA
Cos 5B
Cos 5C
Cos 5G
Cos 10S
Cos 10A
Cos 11A*
Cos 12
Cos 13
Cos 17
Cos 20
Cos 21
Cos 7
Cos 7A
Cos 7B
Cos 7C
Cos 7*
Cos 9
Cos 9*
Cos 11C
Cos 11D
Cos 14D
Cos 293
Cos 294
Cos 3G
Cos 3H

Insolvency - Company

Cos 14D	S 84(1)(b)
R11.2	S 84(1)(2)
11.3	S 84(1)(c)
R11.6	S 84(1)(c)*
R4.71	S 94(2)
R4.82	S 98(1)(b)
R4139	S 98(1)(C)
R4.185	S 106(A)
R4.198	S 106(B)
	S 106(C)
	S 192(A)
	S 192(A) (cont)
	S 192(B)
	S 192(B) (cont)
	S 192(C)
	S 192(C) (cont)

Conveyancing

CON 1	CON 30
CON 1E	CON 30A
CON 1F	CON 30B

CON 1*	CON 30C
CON 1A	CON 31
CON 1B	CON 34
CON 3	CON 36
CON 4A	CON 36*
CON 4B	CON 36D
CON 5	CON 37
CON 43	CON 37A
CON 43B	CON 37B
CON 5A	CON 37C
CON 6	CON 39
CON 6A	CON 45 (Pro 36)
CON 7	CON 45A (Pro 36A)
CON 7A	CON 45B (Pro 36B)
CON 8	CON 45C (Pro 36C)
CON 9A	CON 48
SCS 1	CON 49
SCS 2	CON 52
CON 14E	CON 53
CON 15	CON 54
CON 15A	CON 55
CON 18A	CON 56
CON 18B	
CON 18C	
CON 18D	
CON 18E	
CON 19	
CON 20A	
CON 20B	
CON 20D	
CON 22	
CON 22A (Pro 2A)	
CON 22C (Pro 2C)	
CON 58	
CON 59	
CON 60	
CON 23	
CON 23A	
CON 23B	
CON 24A	
CON 25	
CON 26	
CON 26A	
CON 27	
CON 28	
CON 28A	
CON 28B	
CON 29 (LONG)	
CON 29 (SHORT)	
CON 29 (CSC)	
CON 29 (SUPP)	
CON 29Q	
CON 291	
CON 292	

CON 293
CON 294
CON 41A (Pro 45)
CON 44
CON 46
CON 46A
CON 46D
CON 46F
CON 46G
CON 46H

Divorce

DIV 21
DIV 71
DIV 86
DIV 93
DIV 102
DIV 38
DIV 39
DIV 78
DIV 79
DIV 81
DIV 84
DIV 95
DIV 108
DIV 114
DIV 115
DIV 73
DIV 94
DIV 101
DIV 80
DIV 1H
DIV 2H
DIV 3H
DIV 4H
DIV 5H
DIV 1W
DIV 2W
DIV 3W
DIV 4W
DIV 5W
DIV 11
DIV 41
DIV 51A
DIV 51B
DIV 96
DIV 116

Landlord and Tenant

ATA1	HA 21	L&T 25A	HUD 10
AGREE 1	HA 21A	L&T 27	HUD 11
AGREE 2	HA 20	L&T 70	HUD 12
AGREE 2B	HA 22	L&T 71	HUD 13
AGREE 2D	HA 23	L&T 72	HUD 14
AGREE 3	HA 24	L&T 73	HUD 15
AGREE 3*	HA 25	L&T 74	HUD 16
AGREE 3A	HA 26	L&T 75	HUD 17
AGREE 3B	HA 3	L&T 76	HUD 18
AGREE 3C	HA 4A	L&T 77	HUD 19
AGREE 3G	HA 4B	L&T 78	HUD 20
AGREE 3H	HA 5	L&T 79	HUD 20A
AGREE 4	HA 6	L&T 80	HUD 21
AGREE 5	HA 7	L&T 90	HUD 22
AGREE 5B	HA 10A	L&T 91	
AGREE 6	HA 10B	HUD 1	
AGREE 7	HA 41	HUD 2	
AGREE 8	HA 42	HUD 3	
AGREE 9	HA 43	HUD 4	
AGREE 10	HA 44	HUD 5	
AGREE 12A	L&T 1	HUD 6	
AGREE 14B	L&T 2	HUD 7	
AGREE 19	L&T 7	HUD 8	
AGREE 20	L&T 10	HUD 9	

Land Registry

LR 19 (r.72)
 LR 19 (r.72) (draft)
 Misc 14

High Court, A, B, ADM, Chancery, Family, Court of Appeal, Protection

HC B6
 HC B6A
 CH B83
 HC B86
 HC B87

County Court

CC 1000
 CC 1001
 CC 1002
 CC 1002 (CCA)
 CC 1003
 CC 1004
 CC 1005

A1/117274_1/rs

CC 1006
CC 1007
CC 1008
CC 1010
CC 1011
CC 1012
CC 1013
CC 1014
CC 1015
CC 1016
CC 1017
CC 1018

Probate and Wills

PEP (1995)	PRO 11B
PRO 20	PRO 12
PRO 21	PRO 13
PRO 22	PRO 14
PRO 23	PRO 15
PRO 24	PRO 16
PRO 25	PRO 6
PRO 26A	PRO 10
PRO 37	PRO 30
PRO 1	PRO 31
PRO 1A	PRO 31A
PRO 1B	PRO 36 (CON 45)
PRO 1C	PRO 36A (CON 45A)
PRO 2A (CON 22A)	PRO 36E (CON 45B)
PRO 2B (CON 22C)	PRO 36C (CON 45C)
PRO 45 (CON 41A)	PRO 32C
PRO 8A	PRO 33
PRO 8B	WILLS 1
PRO 8C	WILLS 2
PRO 4	WILLS 4
PRO 4B	WILLS 5
PRO 5	WILLS 6
PRO 5B	WILLS 7
PRO 8	
PRO 9	
PRO 11	
PRO 11A	

General

AHA 4	CLUBS 1
AHA 6	CLUBS 2
AHA 7	CLUBS 3
CE 1B	WINDOW STICKERS 1
CE 2	WINDOW STICKERS 2
CE 4	WINDOW STICKERS 3
CE 5	WINDOW STICKERS 4
	WINDOW STICKERS 5

WINDOW STICKERS 6
WINDOW STICKERS 7
WINDOW STICKERS 8
WINDOW STICKERS 9
WINDOW STICKERS 10

INSTRUCTIONS 4
INSTRUCTIONS 4A
INSTRUCTIONS 5

DAMAGES MODEL

MISCELLANEOUS 1
MISCELLANEOUS 8
MISCELLANEOUS 9
MISCELLANEOUS 10
MISCELLANEOUS 11
MISCELLANEOUS 13
MISCELLANEOUS 15

COMPANIES LOOSELEAF REGISTERS & INSERTS

REGISTER OF DEED OF COVENANT REGISTER & INSERTS

LICENSING 1
LICENSING 2
LICENSING 3
LICENSING 4
LICENSING 5
LICENSING 6
LICENSING 7
LICENSING 8
LICENSING 8a
LICENSING 9
LICENSING 10
LICENSING 12
LICENSING 13
LICENSING 14
LICENSING 15
LICENSING 16
LICENSING 17
LICENSING 18
LICENSING 19
LICENSING 20

Admissions

CON 1E
Agree 3b
Agree 6
Agree 7
Agree 8
Agree 9
Agree 12A

Criminal

CRIM 10
CRIM 11
CRIM 12

Employment.

CE 1B
CE 2
CE 4
CE 5
AGREE 10
CON 48
CON 49

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02384199

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 1st SEPTEMBER 1997 AND CREATED BY THE SOLICITORS' LAW STATIONERY SOCIETY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR BY ANY OTHER GROUP COMPANY AS DEFINED THEREIN TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY TRUSTEE FOR ITSELF AND BANK OF SCOTLAND TREASURY SERVICES PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th SEPTEMBER 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th SEPTEMBER 1997 .

A. P. GODDARD

for the Registrar of Companies



COMPANIES HOUSE

HC026B

WHL
15-09-97

Post