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If you sell or have sold or otherwise transferred all of your Ordinary Shares you should send this document and the accompanying form of proxy as soon as possible to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. If you sell or have sold or otherwise transferred only part of your holding, you should retain these documents.

Hawkpoint, which is authorised and regulated by the Financial Services Authority, is acting exclusively for the Company in connection with the matters set out in this document and will not be responsible to anyone other than the Company for providing the protections afforded to customers of Hawkpoint or for advising any such person in connection with the transaction.

COMMUNISIS PLC

(Incorporated and registered in England and Wales under the Companies Act 1985 - No. 02916113)

PROPOSED DISPOSAL OF THE BATH BUSINESS FORMS AND ECONOMAILER BUSINESSES

and

NOTICE OF EXTRAORDINARY GENERAL MEETING

The whole of this document should be read. Your attention is drawn to the letter from the Chairman of Communis plc that is set out in Part 1 of this document and which recommends you to vote in favour of the resolution to be proposed at the Extraordinary General Meeting referred to below.

Notice of an Extraordinary General Meeting of Communis to be held at Investec Securities, 2 Gresham Street, London, EC2V 7QP at 2.00pm on 30 June 2008 is set out at the end of this document. The form of proxy for use at the meeting accompanies this document and, to be valid, should be completed and returned in accordance with the instructions set out thereon as soon as possible but in any event so as to reach Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU not later than 2.00pm on 26 June 2008. Completion and return of the form of proxy will not preclude Shareholders from attending and voting in person at the Extraordinary General Meeting, should they so wish.

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EXPECTED TIMETABLE OF EVENTS

Latest time and date for receipt of forms of proxy from Shareholders	2.00pm on 26 June 2008
Extraordinary General Meeting	2.00pm on 30 June 2008
Expected date of Completion of the Proposed Transaction	30 June 2008 or later if landlords' consent not obtained by this date

Notes:

- (1) Reference to times in this document are to London time unless otherwise stated.

PART 1

LETTER FROM THE CHAIRMAN OF COMMUNISIS

Communicate more profitably with

COMMUNISIS

(Incorporated and registered in England and Wales under the Companies Act with No. 02916113)

Registered Office: Wakefield Road, Leeds, West Yorkshire, LS10 1DU

Directors:

Peter Hickson (*Chairman*)
Steve Vaughan (*Chief Executive*)
Peter King (*Finance Director*)
Alistair Blaxill (*Executive Director*)
Roger Jennings (*Non-Executive Director*)
Michael Firth (*Non-Executive Director*)
Nigel Howes (*Non-Executive Director*)

13 June 2008

To Shareholders and, for information only, to the holders of options under the Share Option Schemes

Dear Shareholder

Proposed disposal of Bath Business Forms and Economailer businesses (the “Proposed Transaction”)

Introduction

The Board of Communisis announced on 10 June 2008 that the Company’s wholly owned subsidiary, Communisis UK Limited, has conditionally agreed to the sale of its Bath Business Forms Business and Economailer Business to MCAARP One Limited and MCAARP Two Limited respectively. The Purchaser is wholly owned by MCAARP Holdings Limited, which in turn is owned by the management team of the Bath Business Forms Business. The consideration for the Proposed Transaction, details of which are set out below in Part 1 of this document, is £12.80 million and is subject to the terms and conditions of the Transaction Agreement.

The Proposed Transaction is classified under the Listing Rules as a “related party transaction” as Mark Cornford, a majority shareholder of MCAARP Holdings Limited, is a director of the Company’s subsidiary undertaking, Communisis UK Limited. Consequently the Proposed Transaction is subject to, and conditional upon, the approval of the Company’s shareholders. A notice of the Extraordinary General Meeting to be held on 30 June 2008, at which your approval will be sought for the Proposed Transaction, is set out at the end of this document.

The purpose of this document is to provide details of the Proposed Transaction and to explain why your Directors believe that the Proposed Transaction is in the best interests of the Group and its shareholders as a whole and to seek the consent of Shareholders to the Proposed Transaction.

Background to and reasons for the Proposed Transaction

The Management Team made an approach to the Board concerning the Proposed Transaction. This approach has been evaluated by the Board on the basis of three factors:

- (i) the likely future performance of the Bath Businesses were they to remain within the Group;
- (ii) the degree of fit between the Bath Businesses’ operations and those of the rest of the Group; and
- (iii) the future strategy of the Board.

The Bath Businesses operate within a highly commoditised and very competitive area of the print market. In contrast to much of the rest of Communisis's business, it is difficult to add value to the Bath Businesses by the use of consulting, technology or services-based propositions. Although profitable currently, the level of profits made by the Bath Businesses has been declining year-on-year for some time due to market pressure. The overall strategy of the Board is to concentrate on improvements in customer communication, centred on the marketing process. In this context, the Bath Businesses are the part of the Group that relates least to this strategy.

For these reasons the Board felt it appropriate to dispose of the Bath Businesses for a cash consideration. In so doing, it allows the Board to concentrate investment on those parts of the Company that are growing and fit best with the strategy. The disposal will also mean that Communisis will avoid ongoing restructuring spend associated with the reduction of costs at the Bath Plant that might have been required due to its place in a declining market.

The Bath Business Forms Business is substantially self-contained. Nonetheless, the Transaction Agreement provides for the Bath Business Forms Business and the Group to continue to work together on areas such as intra-group trading and collective buying of raw materials. The Economailer Business has been included in the transaction because it is intrinsically related to the Bath Business Forms Business, in that the Economailer Business is the principal sales channel for a number of specialised payroll products manufactured at the Bath Plant.

A summary of the principal terms of the Transaction Agreement is set out below.

Principal terms of the Proposed Transaction

Under the terms of the Transaction Agreement, the Company's wholly owned subsidiary, Communisis UK Limited, has conditionally agreed to the sale of its Bath Businesses to the Purchaser. The Purchaser is wholly owned by MCAARP Holdings Limited, which in turn is owned by the Management Team. The consideration for the Proposed Transaction shall be:

- £8.20 million, payable in cash on Completion subject to a completion accounts adjustment which provides for a pound-for-pound adjustment in the event that net assets of the Bath Businesses at Completion are more or less than £8.25 million, subject to a minimum £8.00 million and a maximum of £10.00 million; and
- £4.60 million of deferred consideration, payable by the Purchaser in instalments up to 1 July 2012.

Under the terms of the Transaction Agreement, the Company will, on Completion, enter into a number of commercial agreements with the Purchaser, namely around transitional services, joint purchasing, and joint supply agreements. The Company will also on Completion enter into underleases with the Purchaser in respect of the Bath Property which is used by the Bath Businesses. Communisis plc shall remain guarantor for the lease payments to the landlords of the Bath Property.

The Group will retain all defined benefit section liabilities of the Communisis Pension Plan connected with the employees of the Bath Business Forms Business ("DB Section"). Pursuant to the terms of the Transaction Agreement Communisis UK Limited will indemnify the Purchaser for any liabilities it incurs in connection with the DB Section.

Completion of the Proposed Transaction is conditional upon, amongst other things, approval by Shareholders and the consent of the landlords of the Bath Property to the underleases. The Company expects completion to occur soon thereafter.

Information on the Bath Businesses

The Bath Business Forms Business manufactures business forms stationery for a number of clients from its factory in Midsomer Norton, near Bath, Somerset. The stationery produced includes base stationery used in the subsequent production of statements and bills at other facilities, continuous forms products, security items including gift vouchers, and listing paper. It is a high volume operation, where the size and scale of the business is a key competitive advantage. The business retains direct relationships with numerous clients, as well as providing base stationery to other parts of the Group.

The Economailer Business is a small sales force for specialised payroll products, largely manufactured at the Bath Plant.

For the year ended 31 December 2007, the Bath Businesses reported profit before taxation of £1.55 million and as at 31 December 2007 had gross assets of £22.29 million. Net assets at the time of disposal are expected to be £8.25 million. Goodwill attributable to the Bath Businesses is £3.52 million. The Bath Businesses are not separately identifiable statutory entities, and are, for statutory purposes, consolidated into the divisional accounts for the Direct Mail and Business Forms division. As such, the financial information contained in this paragraph has been compiled from the relevant unaudited company management accounts.

Reason for the Extraordinary General Meeting

The Proposed Transaction is a related party transaction and is conditional upon, amongst other things, the approval of Shareholders at an extraordinary general meeting and consent of the landlords of the Bath Property to the underleases. Set out at the end of this document is a notice convening the Extraordinary General Meeting to be held at Investec Securities, 2 Gresham Street, London, EC2V 7QP at 2.00pm am on 30 June 2008 at which a resolution will be proposed to approve the Proposed Transaction.

Under the Listing Rules, Mark Cornford and MCAARP Holdings Limited are precluded from voting in relation to the Proposed Transaction. Mark Cornford and MCAARP Holdings Limited have undertaken in the Transaction Agreement to abstain and ensure that their associates will abstain from voting on the Resolution in the event that either they or their associates own Ordinary Shares in the Company. As at 11 June 2008, being the last practicable day prior to publication of this circular, Mark Cornford and MCAARP Holdings Limited and their associates were not recorded as Shareholders.

Action to be taken

You will find enclosed with this document a form of proxy for use at the Extraordinary General Meeting. Whether or not you propose to attend the Extraordinary General Meeting in person, you are asked to complete the form of proxy and return it to the Company's registrars, Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, so as to arrive as soon as possible, but in any event so as to be received not later than 2.00pm on 26 June 2008. Completion and return of a form of proxy will not preclude you from attending and voting at the Extraordinary General Meeting in person if you wish.

Additional information

Your attention is drawn to the further information set out in Part 2 of this document relating to the Company and to the Proposed Transaction.

The Board expects that, in the current financial year, the Proposed Transaction will result in a profit before taxation of approximately £0.68 million. After allowing for deferred taxation under International Accounting Standards, this will translate into a post taxation loss on disposal of approximately £0.50 million. The Board expects that the disposal will not be earnings dilutive in the current and following financial years.

Recommendation

The Board considers the Proposed Transaction to be fair and reasonable so far as the Shareholders are concerned and has so been advised by Hawkpoint. In giving advice to the Board, Hawkpoint has taken account of the Board's commercial assessment of the Proposed Transaction.

Under the Listing Rules, Mark Cornford and MCAARP Holdings Limited are precluded from voting in relation to the Proposed Transaction. Mark Cornford and MCAARP Holdings Limited have undertaken in the Transaction Agreement to abstain and to ensure that their associates will abstain from voting on the Resolution in the event that either they or their associates own Ordinary Shares in the Company. As at 11 June 2008, being the last practicable date prior to the publication of this circular, Mark Cornford and MCAARP Holdings Limited were not recorded as a shareholder in the Company's register of members. Additionally, Mark Cornford has not taken part in the Board's consideration of the Proposed Transaction.

The Board considers the Proposed Transaction to be in the best interests of Shareholders as a whole. Accordingly your Board unanimously recommends that you vote in favour of the Resolution set out in the notice of Extraordinary General Meeting at the end of this document, as they intend to do in respect of their own beneficial holdings which amount to 483,725 Ordinary Shares (representing approximately 0.35 per cent. of the existing issued ordinary share capital of the Company as at 11 June 2008, being the last practicable day prior to the publication of this circular).

Yours sincerely

Peter Hickson
Chairman

PART 2

ADDITIONAL INFORMATION

1. Interests and major shareholders

- (a) Mark Cornford and MCAARP Holdings Limited have no interest in the share capital of the Company.
- (b) Mark Cornford is interested in unissued Ordinary Shares of the Company under share options held by him pursuant to the Share Option Schemes as follows:

	<i>Exercise price (p)</i>	<i>Ordinary Shares</i>	<i>Latest exercise date /Exercise period</i>
Executive share option scheme 2000	156.25	51,226	To June 2010
	176.50	56,634	To March 2011
	162.67	109,091	To March 2012
	125.00	48,000	To Sept 2012
	105.50	94,787	To Oct 2013
	114.50	17,468	To April 2015
Long term incentive plan 2007	114.50	26,200	To April 2015
	nil	120,000	From Sept 2010 to Sept 2012

- (c) So far as the Company is aware, as at 11 June 2008 (being the latest practicable date prior to the posting of this document), the following persons (other than Directors) were, directly or indirectly, interested in three per cent. or more of the voting rights or issued share capital of the Company:

	<i>Number of Ordinary Shares</i>	<i>%</i>
Aberforth Partners	29,729,600	21.46
JO Hambro Capital Management	16,070,000	11.60
Insight Investment	10,931,993	7.89
SVG Capital	10,095,928	7.29
Legal & General Investment Management	8,903,177	6.43
AXA SA	6,612,575	4.77
Gartmore Investment Management	5,395,716	3.89
Artemis Investment Management	4,800,910	3.47
UBS Global Asset Management	4,312,804	3.11
LSV Asset Management	4,245,618	3.06

2. Mark Cornford's contract

Mark Cornford entered into a service agreement with Communisis bbf Limited (a subsidiary of Communisis) for continuous employment commencing on 1 December 1999, subject to termination upon twelve months' notice by Communisis bbf Limited or by six months notice by Mark Cornford. This agreement provided for an annual salary of £90,000 which has been subject to annual reviews, and the use of a company car, membership of a private medical scheme, permanent health insurance, life assurance cover and pension contributions.

3. Material contracts and related party transactions

- 3.1 The only material contracts, not being contracts entered into in the ordinary course of business, which have been entered into by the Group during the two years preceding the date of this document and are or may be material or, whenever entered into which contain any provision under which any member of the Group has an obligation or entitlement which is material to the Group, as at the date of this document and which is information which Shareholders would reasonably require to make a proper informed assessment of how to vote at the Extraordinary General Meeting are the agreements, the material terms of which are set out in paragraphs 3.2 to 3.3 below.

3.2 In June 2006 the Company entered into an agreement with (1) Communisis bbf Limited (2) Citigroup Trustee Company Limited (3) Communisis UK Limited pursuant to which Communisis UK Limited sold its freehold interest in the Bath Property to Citicorp Trustee Company Limited for a total consideration of £14.60 million. The Bath Property was leased back to Communisis UK Limited.

3.3 *Transaction Agreement / Commercial Agreements*

The total consideration payable by the Purchaser under the Agreement is £12.80 million subject to a completion accounts adjustment. £8.20 million of the consideration is payable upon Completion and the remainder of the consideration is payable in various instalments, with the last payment due on 1 July 2012.

The Transaction Agreement contains limited taxation and non-taxation warranties given by the Company in favour of the Purchaser, which expire two years after completion of the Transaction Agreement and are subject to standard limitations. The Transaction Agreement also contains an indemnity from the Company in connection with the Company's pension scheme. The aggregate amount of the Company's liability in respect of all claims for breach of warranty shall not exceed 50 per cent. of the consideration payable under the Transaction Agreement. The Transaction Agreement also contains standard restrictive covenants given by the Company in favour of the Purchaser including, amongst others, an undertaking not to compete with the Purchaser or solicit employees for a period of two years immediately following Completion.

Under the Transaction Agreement, at Completion the Company and the Purchaser will enter into the following additional agreements:

- (a) A transitional services agreement ("TSA") on a short-term basis. The TSA is subject to standard termination triggers, which include breach of a material obligation and insolvency, together with failure by the Purchaser to pay invoices within a specified period following the due date.
- (b) A joint purchasing agreement ("JPA"). The aim of the JPA is to allow the Company and the Purchaser to leverage their combined buying power. The JPA is for a term of five years and continuing thereafter until terminated by either party on six months' prior written notice.
- (c) A Supply Agreement ("SA"). The aim of the SA is to ensure that the Company continues to use the Bath Businesses for core work (which is defined as work currently sub-contracted to the Bath Businesses), to the extent the Bath Businesses continue to exhibit best in class characteristics, including price, service and quality, have capacity to meet requirement, and subject to Communisis having due regard to its customers' sub-contracting requirements, where these exist. The SA is for a term of ten years and continuing thereafter until terminated by either party upon six months' prior written notice. The Bath Businesses will also have the opportunity to bid for new work when available.
- (d) Underleases of the Company's properties at Units 1 to 5 Westfield Trading Estate, Radstock, Midsomer Norton, (the "Properties") from which the Bath Businesses currently operate. These underleases will be for a term equal to that granted to the Company under the Purchaser's headlease of the Properties and will expire on 20 June 2023.

4. Significant change

There has been no significant change in the financial or trading position of the Group since 31 December 2007, the date to which the Group's most recent audited accounts have been drawn up.

5. Consents

Hawkpoint has given and has not withdrawn its written consent to the issue of this document with the inclusion in this document of its name in the form and context in which it appears.

6. Documents available for inspection

Copies of the following documents may be inspected at the offices of Communisis, Wakefield Road, Leeds, LS10 1DU during usual business hours on any weekday (excluding Saturdays, Sundays and public holidays) up to and including 30 June 2008;

- (a) the Memorandum and Articles of Association of the Company;
- (b) the audited consolidated accounts of the Company for the periods ended 31 December 2007 and 31 December 2006;
- (c) the signed service agreement between Mark Cornford and Communisis bbf Limited; and
- (d) the Transaction Agreement as referred to in Part 2, paragraph 3.3.

PART 3

DEFINITIONS

The following definitions apply throughout this document, unless the context otherwise requires:

“Bath Businesses”	the Bath Business Forms and Economailer Business
“Bath Business Forms Business”	the business forms business trading from the Bath Property
“Bath Property” or “Bath Plant”	Units 1-5, Westfield Industrial Estate, Midsomer Norton, Bath
“Board” or “Directors”	the board of directors of the Company
“Companies Act”	the Companies Act 1985, as amended
“Company” or “Communis”	Communis plc
“Completion”	Completion of the Transaction Agreement in accordance with its terms
“Economailer Business”	the business forms business trading from Wolverhampton
“Extraordinary General Meeting”	the extraordinary general meeting of the Company to be held on 30 June 2008, notice of which is set out at the end of this document
“FSA”	the Financial Services Authority
“Group”	the Company and its subsidiary companies and undertakings as defined in the Companies Act
“Hawkpoint”	Hawkpoint Partners Limited, which is authorised and regulated by the FSA
“Listing Rules”	the listing rules issued by the FSA
“Management Team”	Mark Cornford, Robert Payne and Arthur Ayres
“Ordinary Shares”	ordinary shares of 25 pence each in the capital of the Company
“Purchaser”	MCAARP One Limited and MCAARP Two Limited
“Resolution”	the resolution set out in the notice of Extraordinary General Meeting at the end of this document
“Share Option Schemes”	the Company’s existing share option schemes
“Shareholders”	holders of Ordinary Shares
“Transaction Agreement”	the conditional agreement dated 9 June 2008 between (1) Communis UK Limited, (2) MCAARP One Limited, (3) MCAARP Two Limited, (4) MCAARP Holdings Limited, (5) Mark Cornford and (6) Economailer Limited the principal terms of which are summarised in Part 1 and Part 2 of this document

Communis plc

(Registered in England No. 02916113)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of the Company will be held at Investec Securities, 2 Gresham Street, London, EC2V 7QP at 2.00pm on 30 June 2008 for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed as an ordinary resolution:

THAT, the proposed transaction by the Group with MCAARP Holdings Limited (“Proposed Transaction”) pursuant to and on the terms and subject to the conditions contained in an agreement dated 9 June 2008 made between (1) Communis UK Limited, (2) MCAARP One Limited, (3) MCAARP Two Limited (4) MCAARP Holdings Limited, (5) Economailer Limited and (6) Mark Cornford as more particularly described in the circular to shareholders of the Company dated 13 June 2008 be and it is hereby approved with such revisions and amendments (including as to price) of a non-material nature as may be approved by the directors of the Company (“Directors”) or any duly authorised committee thereof, and that all acts, agreements, arrangements and indemnities which the Directors or any such committee consider necessary or desirable for the purpose of or in connection with the Transaction be and they are hereby approved.

Dated: 13 June 2008

Registered Office:
Wakefield Road
Leeds
West Yorkshire
LS10 1DU

By order of the Board
Martin Young
Secretary

Notes:

1. Any member entitled to attend and vote at the above meeting is entitled to appoint one or more proxies (who need not be a member of the Company) to attend and to vote instead of the member. Completion and return of a form of proxy will not preclude a member from attending and voting at the meeting in person, should he subsequently decide to do so.
2. The right to appoint a proxy does not apply to persons whose shares are held on their behalf by another person and who have been nominated to receive communications from the Company in accordance with section 146 of the Companies Act 2006 (“nominated persons”). Nominated persons may have a right under an agreement with the registered shareholder who holds the shares on their behalf to be appointed (or to have someone else appointed) as a proxy. Alternatively, if nominated persons do not have such a right, or do not wish to exercise it, they may have a right under such an agreement to give instructions to the person holding the shares as to the exercise of voting rights.
3. In order to be valid, any form of proxy and a power of attorney or other authority under which it is signed, or a notarially certified or office copy of such power or authority, in order to be valid, must reach the Company’s Registrars, Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, not less than 48 hours before the time of the meeting or of any adjournment of the meeting.
4. As permitted by regulation 41 of the Uncertificated Securities Regulations 2001, shareholders who hold their shares in uncertificated form must be entered on the Company’s share register at 5.00pm on 27 June 2008 in order to be entitled to attend and vote at the meeting. Such shareholders may only cast votes in respect of shares held at such time. Changes to entries on the relevant register after that time shall be disregarded in determining the rights of any person to attend or vote at the meeting.
5. In order to facilitate voting by corporate representatives at the meeting, arrangements will be put in place at the meeting so that (i) if a corporate shareholder has appointed the Chairman of the meeting as its corporate representative with instructions to vote on a poll in accordance with the directions of all of the other corporate representatives for that shareholder at the meeting, then on a poll those corporate representatives will give voting directions to the Chairman and the Chairman will vote (or withhold a vote) as corporate representative in accordance with those directions; and (ii) if more than one corporate representative for the same corporate shareholder attends the meeting but the corporate shareholder has not appointed the Chairman of the meeting as its corporate representative, a designated corporate representative will be nominated, from those corporate representatives who attend, who will vote on a poll and the other corporate representatives will give voting directions to that designated corporate representative. Corporate shareholders are referred to the guidance issued by the Institute of Chartered Secretaries and Administrators on proxies and corporate representatives – www.icsa.org.uk – for further details of this procedure. The guidance includes a sample form of representation letter if the Chairman is being appointed as described in (i) above.
6. Crest members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsor members, and those CREST members who have appointed a service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

7. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a 'CREST Proxy Instruction') must be properly authenticated in accordance with CREST Co's specifications, and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the issuer's agent, Capita Registrars (CREST ID RA10), by 2.00pm on 26 June 2008. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Application Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
8. CREST members and, where applicable, their CREST sponsors or voting service providers should note that CREST Co does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
9. The Company may treat as invalid a CREST proxy instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertified Securities Regulations 2001.

