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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

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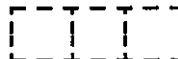
Pursuant to section 155(6) of the Companies Act 1985

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

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

For official use

Company number



1081808

Note

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

* insert full name of company

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

Name of company

* OGUZ PRESS LIMITED

I/We § JOHN RAW OF SHOREHAM HOUSE, EWHURST GREEN, ROBERTSBRIDGE, EAST

SUSSEX, TN32 5RE; AND

GRAHAM SHERREN OF HARTRON MANOR, LYDEARD STREET, LAWRENCE, TAUNTON,

SOMERSET TA4 3PZ

† delete as appropriate

§ delete whichever is inappropriate

[~~the sole director~~] [all the directors]† of the above company do solemnly and sincerely declare that:

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

[company] [company's holding company] CENTAUR COMMUNICATIONS

Limited†

The assistance is for the purpose of [that acquisition] [~~reducing or discharging a liability incurred for the purpose of that acquisition~~]†The number and class of the shares acquired or to be acquired is: 10,785,173 ORDINARY
SHARES OF 10 PENCE EACH

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

Denton Hall
5 Chancery Lane
Cliffords Inn
London
EC4A 1BU
242 CHANCERY
(1390369)For official Use
General Section

Post room



The assistance is to be given to: (note 2) CENTAUR COMMUNICATIONS LIMITED OF 50 POLAND
STREET, LONDON; VS&A COMMUNICATIONS PARTNERS II, LP OF 350 PARK AVENUE, NEW YORK
AND GRIFFIN LAND AND NURSERIES INC OF 1 ROCKEFELLER PLAZA, SUITE 2301 NEW YORK

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

The assistance will take the form of:

RIDER 1

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

† delete as
appropriate

CENTAUR COMMUNICATIONS LIMITED, VS&A COMMUNICATIONS PARTNERS II, LP AND
GRIFFIN LAND AND NURSERIES INC

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

RIDER 2

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

The date on which the assistance is to be given is WITHIN 8 WEEKS OF THE DATE HEREOF 19

Please do not
write in this
margin

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

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

I/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that the 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 the company within 12 months of that date, and I/we have formed the opinion that the 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.

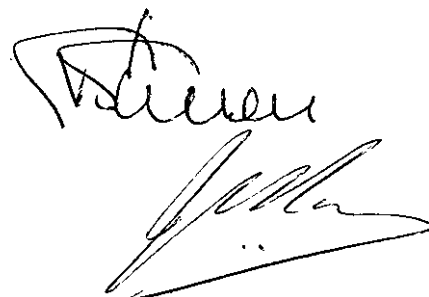
Declared at 49/50 Poland Street
London W.1.

Declarants to sign below

the FOURTH day of August
one thousand nine hundred and ninety eight

before me Michael J. Gavin
(MICHAEL J. GAVIN)

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



NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 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
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Oguz Press Limited (the "Company")

Form 155(6)a

Rider 1

The assistance will take the form of the execution of the following as the same may be amended, varied, supplemented or substituted from time to time:-

- (i) a mortgage debenture (the "Debenture") to be given by the Company in favour of First Union National Bank, London Branch as trustee (the "Trustee") for the Finance Parties (as defined in a £30,000,000 credit agreement between the Centaur Communications Limited ("Centaur") (1), First Union National Bank, London Branch as agent (2), First Union Capital Markets as arranger (3), the banks and financial institutions detailed therein (4) and the Overdraft Bank (as defined therein) (5) (the "Credit Agreement")) to secure, inter alia, all present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any capacity whatsoever) of each Obligor (as defined in the Credit Agreement) to any Finance Party under the Finance Documents (as defined in the Credit Agreement); and
- (ii) a funding agreement (the "Funding Agreement") to be made between Centaur (1) and the Company and others (the "Lenders") (2) pursuant to which the Lenders agree to advance funds to Centaur such amounts requested by Centaur as are due under the Credit Agreement.

Oguz Press Limited

Form 155(6)a

Rider 2

1. Under the terms of the Debenture, the Company, as primary Obligor, unconditionally and irrevocably:-
 - a) covenants with and guarantees to the Trustee that it will on demand pay to the Trustee, perform and discharge such of the Obligations (as defined in the Credit Agreement) as shall not have been paid, performed or discharged at the time such demand is made and indemnify and keep indemnified the Banks (as defined in the Credit Agreement) on demand by the Trustee from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Banks, or any of them as a result of any failure by Centaur to carry out any of the Obligations or as a result of any of the Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever; and
 - b) covenants with the Trustee that it will on demand pay to the Trustee all costs (including legal costs), charges, expenses and damages sustained or incurred in connection with the enforcement, defence or protection of the security constituted by the Debenture or the appointment of any Receiver, delegate or sub-delegate hereunder or the pursuit of any rights herein contained or in connection with the Credit Agreement, the Debenture or the Charged Property (as defined in the Credit Agreement), in each case on a full indemnity basis and further covenants to observe, perform, pay and discharge all other obligations and liabilities whether actual or contingent now or hereafter due owing or incurred by it under or in connection with the Debenture;

together, in each case, with interest.

The Debenture contains creditor protection wording to the effect that, inter alia, any variation (however fundamental) or replacement of a Finance Document or any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document will not effect the Company's liability under the Debenture.

2. Under the terms of the Debenture, the Company covenants in favour of the Trustee, as primary obligor and not merely as surety, to pay the Obligations when due under the terms of the Finance Documents.
3. Under the terms of the Debenture, the Company with full title guarantee grants fixed and floating charges over all of its assets, rights and undertaking whatsoever

and wheresoever both present and future in favour of the Trustee, as security for the payment of all the Obligations.

4. The guarantee and security constituted by the Debenture is continuing and extends to the ultimate balance of all sums payable by the Obligors under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.
5. The Company makes various representations and warranties and gives various undertakings to the Finance Party in the Debenture.
6. Under the terms of the Funding Agreement, the Company agrees:-
 - (a) to provide Centaur upon receipt of a written request to do so any amount so requested by Centaur as being necessary to enable it to meet any obligations arising pursuant to the Credit Agreement;
 - (b) any amount provided to Centaur shall bear interest at such rate of interest as Centaur and the relevant Lender may from time to time agree or in default of such agreement shall bear interest at the rate defined in the Credit Agreement;
 - (c) sums provided by the relevant lender pursuant to paragraph 6 (a) above, including any interest shall be repaid by Centaur on demand by the relevant lender. No such demand shall be made unless demand is made on Centaur pursuant to the Credit Agreement.

Auditors' report to the directors of Oguz Press Limited pursuant to section 156(4) of the Companies Act 1985.

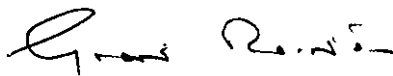
We have examined the attached statutory declaration of the directors of Oguz Press Limited (the 'Company') dated 4 August 1998 in connection with the proposal that the Company should give financial assistance for the purchase by Centaur Communications Limited of 4,828,004 ordinary shares in the issued share capital of Centaur Communications Limited, the Company's parent company.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

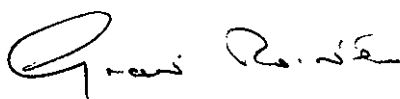


Grant Thornton
Chartered Accountants
London
4 August 1998

Report by the auditors of Oguz Press Limited to First Union National Bank, London Branch, as Agent for the Banks and the Overdraft Bank listed in a Facilities Agreement dated on or about the date hereof (the "Banks").

1. We report in connection with the proposed arrangement whereby Oguz Press Limited (the 'Company') will give financial assistance for the purchase by Centaur Communications Limited of 4,828,004 ordinary shares in the issued share capital of the Centaur Communications Limited, the Company's parent company, particulars of which are given in the attached copy of the statutory declaration dated today by the directors of the Company pursuant to section 155(6) of the Companies Act 1985 (the 'Act').
2. The purpose of this report is to assist the Banks in considering whether the proposed arrangement is permitted under section 155(2) of the Act and it is not intended to be used, quoted or referred to for any other purpose.
3. We have examined the Board Memorandum dated ^{3 July 98} ~~4 August~~ 1998 (a copy of which is attached, initialled by us for the purpose of identification) for which the directors of the Company are solely responsible and have enquired into the Company's state of affairs as far as necessary for us to review the bases for the Board Memorandum. Our enquiry did not constitute an audit under the provision of the Act.
4. We confirm that as at the close of business on 3 August 1998 the aggregate of the Company's assets as stated in its accounting records exceeded the aggregate of its liabilities as so stated.
5. We are not aware of anything to indicate that the opinion expressed in paragraph 2 of the Board Memorandum is unreasonable in all the circumstances.

6. This report is supplied on the understanding that it is solely for the use of the persons to whom it is addressed. No other person than those to whom it is addressed may rely on it for any purpose whatsoever. Copies may be made available to the addressees' advisers provided that the report is to be used by them only for the purposes stated. It must not be made available or copied in whole or in part to any other person without our written permission (which will not unreasonably be withheld).



Grant Thornton
Chartered Accountants
London
4 August 1998