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CHFP025

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 do not
write in this
margin

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

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

* insert full name
of company

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

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

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

For official use

Company number

[] [] [] []

3905125

Name of company

* FACE COMMUNICATIONS LIMITED (the "Company")

I/We Ø See Appendix A

† delete as
appropriate

[XXXXXXXXXX] [all the directors] † of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

- (a) ~~the business of a person authorised under section 1 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~
- (b) ~~the business of a person authorised under section 1 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~
- (c) something other than the above §

This company is ~~not~~ [a] holding company of* Dialogue DLKW Limited
(company number 4973749) (the "Subsidiary") which is
proposing to give financial assistance in connection with the acquisition of shares
in ~~the company~~ this company and DLKW Holdings Limited (Company number
3904314)

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

Olswang
90 High Holborn
London
WC1V 6XX
Ref: DRB/6648.43

DX 37972 Kingsway
Doc ID: 1917652.1

For official Use
General Section

Post room



A23
COMPANIES HOUSE

ARN5B3LS

0341
15/03/05

Please do not
write in this
margin

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

The assistance is to be given to: (note 2) Creston plc (company number 210505) whose registered office is at 25 City Road, London EC1Y 1BQ and Barclays Bank plc whose registered office is at 84 Lombard Street, London, EC3P 3AH

See Appendix 1

Creston plc

† delete as appropriate

see Appendix 2

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

Please complete legibly, preferably in black type, or gold 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) XXXX intended to compromise the XXXX group of XXXX company, with XXXX group's XXXX that XXXX have formed the opinion that this company will be able to pay its debts in full within 12 months of the XXXX XXXX XXXX XXXX XXXX* (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 25 WELLINGTON STREET
LONDON

Declarants to sign below

Day Month Year
on 0 2 0 3 2 0 0 5

before me Neil Winter [NEIL WINTER]

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
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

Form G155(6)(b) (Dialogue DLKW Limited)

FACE COMMUNICATIONS LIMITED

Company No. 3905125

Appendix A

Gregory Joseph Delaney of 31 Spencer Grove Park Chiswick London W4 3SS

Mark Lund of The Old Post Office North End Henley-on-Thames RG9 6LF

Thomas Francis Needham Knox of 20 St Paul's Place London N1 2QF

Richard Warren of 15 Sotheby Road London N5 2UR

Gary William Betts of 5 Fairfax Road Chiswick London W4 1EN

Malcolm Green of 60 Hampstead Way Hampstead Garden Suburb London NW11 7XX

Form G155(6)(b) (Dialogue DLKW Limited)

FACE COMMUNICATIONS LIMITED

Company No. 3905125

Appendix B

110,934 A Ordinary Shares of 10p each, 1,093,310 D Ordinary Shares of 0.1p each and 1,000 C Ordinary Shares of 0.1p each in the capital of Face Communications Limited and 260 A Ordinary Shares of £1 each in the capital of DLKW Holdings Limited

FACE COMMUNICATIONS LIMITED

Company No. 3905125

Appendix 1

The execution, delivery and performance of a deed of accession to accede to a composite guarantee and debenture dated 28 November 2001 ("**Composite Guarantee and Debenture**") entered into between Creston plc and Barclays Bank plc ("**Bank**") whereby the Company and the Subsidiary will guarantee the payment of amongst other things the Secured Obligations (as defined in this Appendix 1) due and owing to the Bank as well as charge its undertaking, property and assets by way of fixed and floating charge to the Bank as security for the payment of the Secured Obligations to Barclays.

The execution by the Company and the Subsidiary of an intra-group funding agreement ("**Intra-Group Funding Agreement**") between, among others, the Company, the Subsidiary and Creston plc pursuant to which amongst other things the Company and the Subsidiary would agree, subject to the terms and conditions thereof, to put Creston plc in funds as and when required to meet Creston plc's payment obligations in respect of credit facilities granted by the Bank.

The execution, delivery and performance by the Company and the Subsidiary of a deed of accession to accede to a CAS master agreement dated 30 January 2001 between, amongst others, the Bank and Creston plc.

The execution, delivery and performance by the Company and the Subsidiary of a deed of accession to accede to a CAS cross guarantee dated 30 January 2001 between, amongst others, the Bank and Creston plc.

The performance of all acts or the execution of any other documents ancillary to or otherwise.

In this Appendix 1, "**Secured Obligations**" means:

1. all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) due, owing or incurred in any manner whatsoever to the Bank by any Charging Company;
2. all reasonable costs, charges and expenses properly incurred by the Bank in connection with the preparation and negotiation of the Banking Documents; and
3. all costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its rights under any Banking Document,

provided that no obligation or liability shall be included in the definition of "**Secured Obligation**" to the extent that, if it were so included, the Composite Guarantee and Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985.

Capitalised terms used in this Appendix 1 shall have the same meaning herein as in the Composite Guarantee and Debenture.

FACE COMMUNICATIONS LIMITED

Company No. 3905125

Appendix 2

1. Under the Composite Guarantee and Debenture:
 - 1.1 The Company and the Subsidiary, as principal obligor and not merely as surety, covenants with the Bank that it will pay or discharge on demand the Secured Obligations as and when they fall due. Any such amount not paid when due shall (save to the extent that such interest has been paid pursuant to the Replacement Agreement) bear interest (as well after as before judgment and payable on demand) at the Default Rate from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full.
 - 1.2 As a continuing security, the Company and the Subsidiary will with full title guarantee charge *in favour of the Bank*:
 - (1) by way of a first legal mortgage all freehold and leasehold property vested in or charged to the company,
 - (2) by way of first fixed charge all other interests in any freehold or leasehold property (not charged under the legal mortgage as aforesaid), all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same, all investments with all related rights accruing thereto from time to time, all rights, interests of the company and claims under the Insurances, the Collections Accounts, all monies standing to the credit of the company on any accounts, all Intellectual Property, the benefit of all licences, consents, agreements and authorisations held or utilised by the company in connection with its business or the use of its assets, all Receivables, the goodwill and uncalled capital of the company, the Charged Shares and all Related Rights.
 - 1.3 The Company and the Subsidiary will charge with full title guarantee in favour of the Bank by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future which are not effectively charged by the fixed charges in paragraph 1.2 above.
 - 1.4 The Company and the Subsidiary, as principal obligor, irrevocably and unconditionally:
 - 1.4.1 guarantees to the Bank full, prompt and complete performance by each other Charging Company (as defined in the Composite Guarantee and Debenture) of which Creston plc is one, of all of the Secured Obligations (as defined in Appendix 1) owing by such Charging Company and the due and punctual payment of all the sums comprised in the Secured Obligations owing by each such Charging Company as and when they become due;

- 1.4.2 undertakes to the Bank that if any of the other Charging Companies fails to pay any sum comprised in the Secured Obligations on its due date it will pay such sum on demand as if it instead of such other Charging Company were the principal obligor in respect of those Secured Obligations; and
- 1.4.3 undertakes to indemnify the Bank as an additional and independent obligation against all losses, damages, costs and expenses incurred by the Bank arising from any failure by any of the other Charging Companies to pay the sums comprised in the Secured Obligations as and when they fall due.
- 1.5 The liabilities of the Charging Companies under the Guarantee are joint and several.
- 1.6 The Composite Guarantee and Debenture also contains a negative pledge which restricts the Company and the Subsidiary from creating any Encumbrances upon any of the Charged Assets or otherwise dispose of the same.
- 1.7 The Company and the Subsidiary will whenever reasonably requested by the Bank and at its own expense, promptly execute such deeds or documents and take any action required by the Bank to perfect and protect the security created by the Composite Guarantee and Debenture.
2. Under the Intra-Group Funding Agreement the Company and the Subsidiary would agree, subject to the terms and conditions thereof, to put Creston plc in funds as and when required to meet Creston Plc's payment obligations to the Bank.
3. The accession agreement to a CAS master agreement dated 30 January 2001 between, amongst others, the Bank and Creston plc.
4. The accession agreement to a CAS cross guarantee dated 30 January 2001 between, amongst others, the Bank and Creston plc.

Capitalised terms in this Appendix 2 shall have the same meaning as those used in the Composite Guarantee and Debenture.

**AUDITORS' REPORT TO THE DIRECTORS OF FACE
COMMUNICATIONS LIMITED (THE COMPANY) PURSUANT TO
SECTION 156(4) OF THE COMPANIES ACT 1985**

We have examined the attached statutory declaration of the directors dated 2 March 2005 in connection with the proposal that the Company's subsidiary undertaking, Dialogue DLKW Limited, should give financial assistance for the purchase of 110,934 A Ordinary Shares of 10p each, 1,093,310 D Ordinary Shares of 0.1p each and 1,000 C Ordinary Shares of 0.1p each in the capital of Face Communications Limited and 260 A Ordinary Shares of £1 each in the capital of DLKW Holdings Limited.

BASIS OF OPINION

We have enquired into the state of the affairs of Dialogue DLKW Limited, the Company's subsidiary undertaking, 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 UK LLP
REGISTERED AUDITORS
CHARTERED ACCOUNTANTS

OXFORD
2 March 2005