

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge



395

00400074

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

To the Registrar of Companies

For official use

Company number

3398022

Name of company

* Scholz & Friends London Limited (the "Company")

Date of creation of the charge

4 April 2002

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

Composite Guarantee and Debenture between the Company (1), Cordiant Communications Group Plc (the "Parent")(2), certain subsidiaries of the Parent (the "Charging Subsidiaries")(3) and HSBC Investment Bank Plc (the "Bridge Security Trustee")(4) (the "Debenture")

Amount secured by the mortgage or charge

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

RLLL/86/AA36133.Bridge G & D 395
Forms (doc no 450010)

Time critical reference

For official Use
Mortgage Section

Post room



Amount secured by the mortgage or charge

All moneys, obligations and liabilities now or hereafter due, owing or incurred by the Company under or pursuant to:

- (i) a bridge facility agreement dated 4 April 2002, (as amended, restated and supplemented from time to time), between, amongst others, the Parent (1), The Bank of New York and HSBC Investment Bank Plc as arrangers (the "Bridge Arrangers")(2) various banks and financial institutions listed in schedule 1 thereto (the "Original Lenders")(3), HSBC Investment Bank Plc as agent (the "Bridge Agent")(4) and HSBC Investment Bank Plc as security trustee (the "Bridge Security Trustee")(the "Bridge Facility Agreement");
- (ii) the guarantees and indemnities given by the Company under the Debenture, which secure all of the obligations under the Bridge Facility Agreement and the Debenture of the Parent and the companies listed in Schedule 2 of the Bridge Facility Agreement; and
- (iii) all other provisions of the Debenture.

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

HSBC Investment Bank Plc of City Place House, 55 Basinghall Street, London, EC2V 5DU for and on behalf of itself and the banks and financial institutions from time to time parties to the Bridge Facility Agreement.

Short particulars of all the property mortgaged or charged

1. The Debenture creates a first fixed charge over all of the present and future assets of the Company of the following types (the "Charged Assets");

- (a) all freehold and leasehold property (if any) specified in Schedule 3 of the Debenture wheresoever situate (other than heritable property in Scotland), interests in land and fixtures;
- (b) plant, machinery and equipment;
- (c) stocks, shares, bonds and other securities of any kind;
- (d) book and other debts and claims;
- (e) the proceeds of collection of debts and claims and credit balances at banks;
- (f) the benefit of insurances;
- (g) goodwill and uncalled capital; and
- (h) intellectual property of all kinds,

in each case, together with all associated rights.

2. The Debenture also creates a first floating charge over all other present and future property, assets and rights of the Company.

Short particulars of all the property mortgaged or charged

3. The Debenture contains a covenant by the Company that it will not, without the prior written consent of the Bridge Security Trustee or as permitted under the terms of the Bridge Facility Agreement:

(a) dispose of, or create or attempt to create or permit to subsist or arise any mortgage, charge (whether fixed or floating), pledge, lien or other security interest of any kind or any other type of preferential arrangements on or over its book and other debts, revenues and claims or any part thereof or release, set off or compound or deal with the same (except as specifically permitted by the express terms of the Debenture);

(b) create or attempt to create or permit to subsist in favour of any person other than the Bridge Security Trustee any mortgage, charge (whether fixed or floating), pledge or lien or other security interest of any kind or any other type of preferential arrangement over any of the Charged Assets (except as specifically permitted by the express terms of the Debenture);

(c) dispose of, or attempt or agree to dispose of any of the Charged Assets or any part thereof (except as specifically permitted by the express terms of the Debenture).

4. If the Company creates or attempts to create a security interest of any kind over any of the assets subject to the floating charge otherwise than in accordance with the covenant referred to in paragraph 3(a) above or if any person levies or attempts to levy any distress, execution, sequestration or other process in respect of any of such assets, the floating charge over the assets concerned will automatically be converted into a fixed charge.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Norton Rose

Date

12 April 2002

On behalf of mortgagee/chargee

Notes

- 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 398). 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 398) 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 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03398022

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 4th APRIL 2002 AND CREATED BY SCHOLZ & FRIENDS LONDON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC INVESTMENT BANK PLC FOR AND ON BEHALF OF ITSELF AND THE BANKS AND FINANCIAL INSTITUTIONS FROM TIME TO TIME PARTIES TO THE BRIDGE FACILITY AGREEMENT UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th APRIL 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th APRIL 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Post
AB