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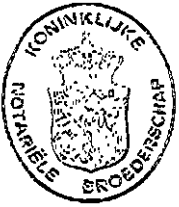
ISSUANCE AND TRANSFERS OF SHARES IN THE CAPITAL OF
LEXINGTON INTERNATIONAL B.V.

On the thirteenth day of November nineteen hundred and ninety-six, appeared before me, Michiel George van Ravesteyn, civil law notary, officiating in Rotterdam: _____

Johannes Baptist Gregoire, deputy civil law notary, residing at (3065 GK) Rotterdam, the Netherlands, Clazina Kouwenbergzoom 203, born at Amsterdam, the Netherlands, on the nineteenth day of May nineteenhundred and fifty-three, married, of Dutch nationality, identified by driver's license number 015944567, for the purpose hereof acting as written attorney of: _____

1. the company organised under the laws of The Netherlands: Lexington International B.V., having its registered office at Rotterdam, The Netherlands, and having its offices at (3012 GH) Rotterdam, The Netherlands, Karel Doormanstraat 493, registered in the trade register of the Chamber of Commerce and Industries in Rotterdam under number 253.286, _____
- hereinafter referred to as: "Lexington"; _____
2. the company organised under the laws of England, United Kingdom: WPP Group Plc, having its registered office at London, England, United Kingdom, and having its offices at London W1X 6RD, England, United Kingdom, 27 Farm Street, _____
- hereinafter referred to as: "Group"; _____
3. the company organised under the laws of England, United Kingdom: WPP Security One Limited, having its registered office at London, England, United Kingdom, and having its offices at London W1X 6RD, England, United Kingdom, 27 Farm Street, company number 3065573, _____
- hereinafter referred to as: "Security One"; _____
4. the company organised under the laws of England, United Kingdom: WPP Security Two Limited, having its registered office at London, England, United Kingdom, and having its offices at London W1X 6RD, England, United Kingdom, 27 Farm Street, company number 3065592, _____
- hereinafter referred to as: "Security Two"; _____





5. the company organised under the laws of England, United Kingdom: WPP Group (UK) Limited, having its registered office at London, England, United Kingdom, and having its offices at London W1X 6RD, England, United Kingdom, 27 Farm Street, company number 2670617, _____

- hereinafter referred to as: "UK"; _____

6. the company organised under the laws of England, United Kingdom: Thistleclub Limited, having its registered office at London, England, United Kingdom, and having its offices at London W1X 6RD, England, United Kingdom, 27 Farm Street, company number 2298386, _____

- hereinafter referred to as: "Thistleclub"; _____

THE PARTIES HERETO HAVE DECLARED TO HAVE AGREED AS FOLLOWS: _____

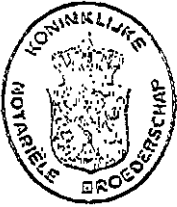
WHEREAS: _____

- a. Parties hereto have agreed that Lexington will issue ninety-six (96) ordinary shares in its capital to Group against payment in kind consisting of all shares Group holds in the capital of Ogilvy & Mather (Eastern Africa) Limited -all as hereinafter defined in article 1 of this deed-; and subsequently, Group will transfer these ninety-six (96) shares in the capital of Lexington down the chain of WPP group-companies to Thistleclub. _____
- b. no shares in Lexington have been made subject to a right of usufruct or a right of pledge, and no depositary receipts have been issued with the co-operation of the company. _____
- c. the board of management of Lexington has been informed on the sub a. stated issue of shares and of the consequential transactions and shareholders' resolution as laid down in this deed; _____
- d. article 15, paragraph 9 of the articles of association of Lexington provides for the shareholders of this company to adopt a shareholders' resolution without convening a general meeting of shareholders, provided this resolution is adopted in writing and by unanimous vote; _____
- e. as a consequence of the sub b., c. and d. stated, the shareholder of Lexington are entitled to adopt a shareholders' resolution without convening a general meeting provided the resolution is adopted in writing and by unanimous vote; _____
- f. Thistleclub is the sole shareholder of Lexington, holding forty-five thousand and nineteen (45,019) shares, numbered 1 up to and including 45,019, each share having a par value of one thousand Dutch guilders (NLG 1.000,-); _____
- g. parties hereto wish to hereby legally effect the issue of the shares mentioned under a. above, such under the conditions to be stated below. _____

Issue of shares by Lexington. _____

Article 1. _____

1. The sole shareholder of Lexington, being Thistleclub, hereby resolves, with exclusion of any applicable pre-emptive right, to



issue ninety-six (96) ordinary shares, having a par value of one thousand Dutch guilders (NLG 100,-), numbered 45,020 up to and including 45,115, in Lexington to Group - hereinafter referred to as the "Shares"- under the obligation for Group to pay up these Shares in full by transferring to Lexington all the shares Group holds in the capital of Ogilvy & Mather (Eastern Africa) Limited, a company organised under the laws of Kenya, with registered office at PO Box 30280 Longonoi Place, Nairobi, Kenya, being twenty thousand (20,000) shares, each share having a par value of twenty Kenyan Schilling;

any surplus value over the par value of the Shares issued in the capital of Lexington shall be recorded in the books of Lexington as voluntary share premium.

2. Pursuant to the shareholders' resolution of paragraph 1 of this article, Lexington hereby issues to Group, who as such hereby accepts, the Shares, such subject to the provisions as set out in this deed.
3. Group has satisfied its contribution obligation versus Lexington as referred to in paragraph 1 of this article, for which satisfaction Lexington hereby grants full and final discharge to Group.

Transfer of shares in Lexington by Group.

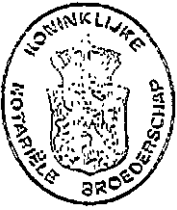
Article 2.

1. Security One has issued one (1) share in its capital, having a par value of one Pound Sterling (£ 1.-), to Group under the obligation for Group to pay up this share in full by contributing on this one share the Shares it holds in Lexington; any surplus value shall be booked as voluntary share premium on the share issued in the share capital of Security One.
2. In satisfaction of the contribution obligation of paragraph 1 of this article, Group hereby transfers to Security One, who as such accepts, the Shares.
Group acquired the transferred Shares by this deed, as referred to in paragraph 2 of article 1.
3. Thistleclub, as sole co-shareholder of Lexington, hereby consents to the transfer of the Shares in Lexington's share capital, as a result of which consent the restriction of transfer of shares clause as referred to in article 8 of the articles of association of Lexington has been complied with.
4. Group has satisfied its contribution obligation versus Security One, for which satisfaction Security One hereby grants full and final discharge to Group.

Transfer of shares in Lexington by Security One.

Article 3.

1. Security Two has issued one (1) share in its capital, having a par value of one Pound Sterling (£ 1.-), to Security One under the obligation for Security One to pay up this share in full by contributing on this one share the Shares it holds in Lexington; any surplus value shall be booked as voluntary share premium on the share issued in the share capital of Security Two.



2. In satisfaction of the contribution obligation of paragraph 1 of this article, Security One hereby transfers to Security Two, who as such accepts, the Shares. _____
Security One acquired the transferred Shares by this deed, as referred to in paragraph 2 of article 2. _____
3. Thistleclub, as sole co-shareholder of Lexington, hereby consents to the transfer of the Shares in Lexington's share capital, as a result of which consent the restriction of transfer of shares clause as referred to in article 8 of the articles of association of Lexington has been complied with. _____
4. Security One has satisfied its contribution obligation versus Security Two, for which satisfaction Security Two hereby grants full and final discharge to Security One. _____

Transfer of shares in Lexington by Security Two.

Article 4.

1. UK has issued one (1) share in its capital, having a par value of one Pound Sterling (£ 1.-), to Security Two under the obligation for Security Two to pay up this share in full by contributing on this one share the Shares it holds in Lexington; any surplus value shall be booked as voluntary share premium on the share issued in the share capital of UK. _____
2. In satisfaction of the contribution obligation of paragraph 1 of this article, Security Two hereby transfers to UK, who as such accepts, the Shares. _____
Security Two acquired the transferred Shares by this deed, as referred to in paragraph 2 of article 3. _____
3. Thistleclub, as sole co-shareholder of Lexington, hereby consents to the transfer of the Shares in Lexington's share capital, as a result of which consent the restriction of transfer of shares clause as referred to in article 8 of the articles of association of Lexington has been complied with. _____
4. Security Two has satisfied its contribution obligation versus UK, for which satisfaction UK hereby grants full and final discharge to Security Two. _____

Transfer of shares in Lexington by UK.

Article 5.

1. Thistleclub has issued one (1) share in its capital, having a par value of one Pound Sterling (£ 1.-), to UK under the obligation for UK to pay up this share in full by contributing on this one share the Shares it holds in Lexington; any surplus value shall be booked as voluntary share premium on the share issued in the share capital of Thistleclub. _____
2. In satisfaction of the contribution obligation of paragraph 1 of this article, UK hereby transfers to Thistleclub, who as such accepts, the Shares. _____
UK acquired the transferred Shares by this deed, as referred to in paragraph 2 of article 4. _____
3. Thistleclub, a sole co-shareholder of Lexington, hereby consents to the transfer of the Shares in Lexington's share capital, as a result of



which consent the restriction of transfer of shares clause as referred to in article 8 of the articles of association of Lexington has been complied with.

4. UK has satisfied its contribution obligation versus Thistleclub, for which satisfaction Thistleclub hereby grants full and final discharge to UK.

Acknowledgement by Lexington.

Article 6.

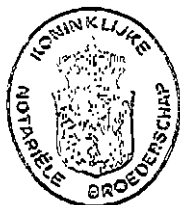
Lexington hereby acknowledges the transfers of the Shares, as referred to in paragraph 2 of article 2, paragraph 2 of article 3, paragraph 2 of article 4 and paragraph 2 of article 5.

Description/auditors statement.

Article 7.

1. Parties hereto chose to have the provisions of article 204b, paragraph 3, Book 2 of the Dutch Civil Code, be applicable to the issue of the Shares in the capital of Lexington as referred to in article 1 of this deed.
2. As a consequence of and pursuant to paragraph 1 of this article, Thistleclub hereby, as sole shareholder of Lexington, waives the requirements (a) to draw up a description on the contribution on the issued Shares in Lexington's capital as referred to in article 1 hereof, and (b) to have an auditor issue an auditor's statement on such description, all as provided for in said article 204b, paragraph 3, Book 2 of the Dutch Civil Code.
3. In accordance and compliance with the provisions of this article 204b, paragraph 3, Book 2 of the Dutch Civil Code, a group company of Lexington has filed with the trade register of the Chamber of Commerce where Lexington is registered a certificate confirming that this group company assumes joint and several liability for all debts arising out of any legal act of Lexington.
4. The most recent adopted balance sheet with explanatory notes thereto of the group company referred to in paragraph 3 of this article has been adopted and audited in accordance with the applicable law and in accordance with the Fourth Directive on Company Law of the European Communities; a copy thereof and of the accountant's certificate in a language as prescribed by law has been filed in accordance with that law at the office of the trade register of the Chamber of Commerce; not more than eighteen months have elapsed since the balance sheet date.
5. The shareholders' equity of the aforementioned group company shown in the balance sheet referred to in paragraph 4 of this article exceeds the paid-up nominal value of the shares issued in the capital of Lexington as referred to in article 1 of this deed.
6. As a result of the sub 2 up to and including 5 stated, the provisions of article 204b, Book 2 of the Dutch Civil Code have been complied with in respect of the issuance of the Shares in the capital of Lexington, all as referred to in article 1 of this deed.

Warranties.



Article 8.

1. Lexington warrants towards Group that, at this time, the following is correct: —

- a. Lexington is a private limited liability company, legally established according to Dutch law. The articles of association of Lexington were most recently partially amended by deed executed on March twenty-nine, nineteen hundred and ninety-six before Mr. J.H. Gisolf, civil law notary, officiating in The Hague, The Netherlands. —

Lexington is currently registered in the trade register of the Chamber of Commerce and Industries of Rotterdam, The Netherlands, under number 253.286. The information given therein is correct and complete; —

- b. Lexington has not been dissolved, and no resolution has been adopted to dissolve Lexington, nor has any request thereto been filed, nor has any notice by the Chamber of Commerce, as described in Article 19a, Book 2 of the Civil Code, been received. Lexington has not been declared bankrupt, nor has a suspension of payment been declared, nor have any requests thereto been filed nor is there any reason to expect such requests; —
- c. the entire issued and paid-up share capital of Lexington consists, up to the date of the present issuance of the Shares as referred to in this deed, of forty-five thousand and nineteen (45,019) shares, each with a par value of one thousand Dutch guilders (NLG 1.000,=), numbered 1 up to and including 45,019; —
- d. the authorised capital of Lexington amounts to one hundred million Dutch guilders (NLG 100.000.000,=), divided into one hundred thousand (100,000) shares, each with a par value of one thousand Dutch guilders (NLG 1.000,=); —
- e. the resolution to issue as well as the resolution to exclude/to limit pre-emptive rights have been realised in compliance with the applicable legal provisions and the provisions set forth in the articles of association of Lexington; —
- f. the shareholders' register of Lexington is completely up-to-date. —

Capital issue tax.

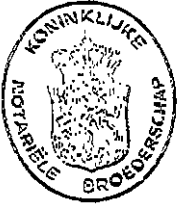
Article 9.

Any Capital issue tax due on the issue of the shares as referred to in article 1 of this deed -if any- shall be borne by Lexington. —

Power of attorney/irrevocable promises.

Article 10.

1. In as far as further legal requirements have to be met in order to legally effect the transfer of the shares in the capital of Ogilvy & Mather (Eastern Africa) Limited, the parties hereto - in as far as is necessary - grant each other an irrevocable power of attorney to, on their respective behalf, effectuate the hereinbefore stated transfers and remedy any defects that may obstruct these legal transfers becoming effective. —



2. In as far as the hereinbefore granted powers of attorney shall have no legal effect, all parties hereto herewith irrevocably promise to each other to, upon first written demand of the most ready party, legally effect the herein before stated transfers. _____

Rescission. _____

Article 11. _____

The parties waive the right to rescind this agreement or to demand rescission thereof. _____

FINALLY, LEXINGTON HAS DECLARED to register the above-mentioned issuance and transfers of the Shares in Lexington's share capital in Lexington's shareholders' register. _____

POWERS OF ATTORNEY _____

The aforementioned power of attorney appear sufficiently, to me notary, from six (6) private deeds, which powers of attorney will be attached to this deed. The appearing person declares explicitly to warrant for the existence and extent of these powers of attorney. _____

The appearer is known to me, notary. _____

THIS DEED, _____

drawn up to be kept in the notary's custody was executed in Rotterdam on the date first above written. _____

Before reading out, a concise summary of the contents of this instrument was given to the appearer. He then declared that he had noted the contents and did not want a full reading thereof. Thereupon, after limited reading, this instrument was signed by the appearer and by me, notary. _____
(signed:) J.B. Gregoire; M.G. van Ravesteyn. _____



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