



Particulars of a mortgage or charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

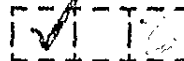
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To the Registrar of Companies

For official use

Company number

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



2670617

Name of company

* WPP GROUP (UK) LIMITED

* Insert full name
of company

Date of creation of the charge

15TH SEPTEMBER, 1994

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

SEE ATTACHED SCHEDULE 1

Amount secured by the mortgage or charge

SEE ATTACHED SCHEDULE 2

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

BANKERS TRUST COMPANY LIMITED AS TRUSTEE

1 A'POLD STREET,

LONDON

Postcode

EC2A 2HE

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

SLAUGHTER AND MAY,
35 BASINGHALL STREET,
LONDON,
EC2V 5DB.

For official Use
Mortgage Section

Post room

REGISTERED

22 SEP 1994

REF: KIH/MLT

Time critical reference



Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

SEE ATTACHED SCHEDULE 3

Particulars as to commission allowance or discount (note 3)

N/A

Signed Slaughter and May Date 21.9.94
Solicitors
On behalf of [company] [mortgagee/chargee]†

† delete as
appropriate

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.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

SCHEDULE 1

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

Deed of Charge (the "Charge") dated 15th September, 1994 and made between WPP Group (UK) Limited (the "Chargor") and Bankers Trust Company Limited in its capacity as trustee for the Secured Parties.

For the purposes of this Form 395, the following words and expressions shall have the following meanings:-

"Facility Agent" means Bankers Trust Company or any successor as facility agent of the Lenders under the Financing Documents.

"Financing Documents" means the Financing Documents as the same are defined in the Supplemental Agreement.

"Lenders" means the Lenders from time to time under the Supplemental Agreement as the same are defined therein.

"Secured Parties" means the Facility Agent, the Lenders and the Trustee.

"Supplemental Agreement" means the Second Consolidated Credit Agreement dated 1st July, 1992 between :-

- (a) the Chargor;
- (b) the Original Borrowers set out therein;
- (c) the Original Guarantors set out therein;
- (d) Bankers Trust Company as Facility Agent; and
- (e) the Lenders set out therein,

as the same may be altered, amended, supplemented or novated from time to time.

"Trustee" means Bankers Trust Company Limited and/or any person appointed as trustee from time to time under and in connection with the Trust Deed.

"Trust Deed" means the trust deed dated 4th April, 1991 (as amended by a supplemental trust deed dated 2nd July, 1992) and made between the Trustee and the Facility Agent on behalf of all the Lenders declaring the trusts upon which the Trustee is to hold the benefit of, inter alia, the Charge, as the same may be altered, amended, supplemented or novated from time to time.

SCHEDULE 2

Amount secured by the mortgage or charge

The satisfaction and discharge in full of the Secured Amounts.

For the purposes of this Form 395:-

"Borrowers" means the Borrowers from time to time under the Supplemental Agreement as the same are defined therein.

"Guaranteed Amounts" means the Guaranteed Amounts under the Supplemental Agreement as the same are defined therein.

"Guarantors" means the Guarantors from time to time under the Supplemental Agreement as the same are defined therein.

"Secured Amounts" means the Guaranteed Amounts and any additional amounts owed by the Borrowers and/or the Guarantors under the Supplemental Agreement.

SCHEDULE 3

Short particulars of all the property mortgaged or charged

By way of first fixed charge all the Charged Securities.

For the purpose of this form 395:-

"Charged Securities" means:-

- (i) 11,403,308 ordinary shares of £1 each in the capital of Wise Conclusion Limited registered in the name of the Chargor;
- (ii) all other securities of any kind whatsoever issued at any time by Wise Conclusion Limited to the Chargor or its nominee; and
- (iii) all interest, dividends (cash or otherwise), bonus issues, distributions, allotments, offers by way of rights, benefits, rights, proceeds and entitlements arising from or attaching to any of the securities referred to in (i) or (ii) above.

KIH0406.94D



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02670617

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 15th SEPTEMBER 1994 AND CREATED BY WPP GROUP (UK) LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWERS TO BANKERS TRUST COMPANY LIMITED AS TRUSTEE FOR THE SECURED PARTIES UNDER THE TERMS OF THE SUPPLEMENTAL AGREEMENT DATED 1 JULY 1992 (WHICH CONTAINS DEFINITIONS OF THE EXPRESSIONS USED ABOVE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd SEPTEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th SEPTEMBER 1994 .


J. M. EVANS

for the Registrar of Companies



C O M P A N I E S H O U S E

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27/9/94
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