

2670617.

Dated

12<sup>th</sup>

December 1996

**PASSED FOR FILING**

WPP GROUP (UK) LIMITED

and

THISTLECLUB LIMITED

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SALE AND PURCHASE AGREEMENT  
relating to the shares in Hill & Knowlton do Brasil Comunicacao  
Integrada Ltda

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THIS AGREEMENT is made on 12<sup>th</sup> December 1996 BETWEEN:

- (1) **WPP GROUP (UK) LIMITED** (registered number 2670617) whose registered office is at 27 Farm Street, London W1X 6RD (the "Seller")
- (2) **THISTLECLUB LIMITED** (registered number 2298386) whose registered office is at 27 Farm Street, London W1X 6RD (the "Purchaser").

WHEREAS:

- (A) The Seller is the beneficial owner of 127 quotas (representing 80.38%) in the capital of Hill & Knowlton do Brasil Comunicacao Integrada Ltda a company incorporated under the laws of Brazil, hereafter referred to as "the Shares".
- (B) The Seller wishes to sell and the Purchaser wishes to purchase the Shares on the terms set out in this Agreement.

IT IS AGREED as follows:

1 Sale and purchase of the Shares

Forthwith upon execution of this Agreement the Seller with full title guarantee shall sell and the Purchaser shall purchase the Shares subject to all liens, charges and encumbrances and together with all rights (including without limitation dividends subsequently paid) attaching to them.

2 Consideration

The Purchaser shall forthwith allot one ordinary share of £1 in the capital of the Purchaser to the Seller at par value in consideration of the sale of the Shares.

### 3 Completion

The parties shall co-operate in completing and finalising all documents and formalities necessary to effect the sale of the Shares to the Purchaser with all necessary diligence and in

particular to the extent that the Seller shall not on the date hereof transfer legal title in the Shares to the Purchaser the Seller undertakes to execute any instrument and procure the execution by any nominee holders of any of the Shares of any instruments in favour of the Purchaser (or as it may direct) necessary to vest legal title to the Shares in the purchaser (or as it may direct) and to deliver up to the Purchaser certificates representing the Shares (where available) or such other evidence as may be acceptable to the Purchaser that the Purchaser (or as it may direct) is the registered legal owner of the Shares.

### 4 Seller as trustee

4.1 The Seller shall, until the Shares are registered in the name of the Purchaser (or as it may direct), hold the Shares on trust for the Purchaser.

4.2 The Seller shall promptly comply with the Purchaser's instructions in respect of the Shares (including without limitation the exercise of voting and other rights attaching to the Shares) and shall forthwith account to the Purchaser for any dividends, distribution or other benefits received as trustee of the Shares.



4.3 The Seller shall waive and undertakes to procure that any other person having such rights shall waive all and any rights of pre-emption over the Shares.

### 5 Governing law

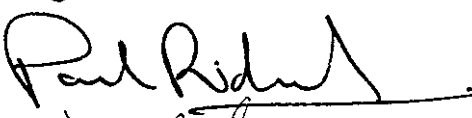

This Agreement shall be governed by and construed in accordance with English law.

AS WITNESS the hands of the authorised representatives of the parties on the date which appears first on page 1.

**SIGNED** by Paul Richardson  
for WPP Group (UK) Limited  
in the presence of:-

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**SIGNED** by Paul Richardson  
for Thistleclub Limited  
in the presence of:-

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