

M**COMPANIES FORM No. 395****Particulars of a mortgage¹ or charge****395**Please do not
write in
this margin

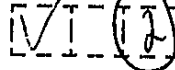
Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company

To the Registrar of Companies

For official use

Company number



2670617

Name of company

* WPP GROUP (UK) LIMITED

Date of creation of the charge

5th July, 1993

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 Trustee Company Limited

1 Appold Street

London

Postcode

EC2A 2HE

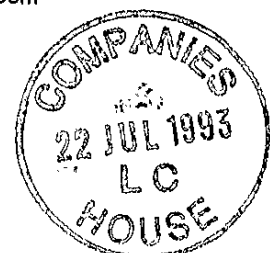
Presentor's name address and
reference (if any):Slaughter and May,
35 Basinghall Street,
London, EC2V 5DB.

Ref: RMF/KIH/JM

Time critical reference

For official Use
Mortgage Section**REGISTERED****22 JUL 1993**

Post room

23/7.
26 JUL 1993

Short particulars of all the property mortgaged or charged

See attached Schedule 3

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Slaughter and May
AS Solicitors for the chargee.
On behalf of [company] [mortgagor/chargee]

Date

22nd July, 1993

† 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 5th July, 1993 and made between WPP Group (UK) Limited (the "Chargor") and Bankers Trustee Company Limited (the "Trustee").

SCHEDULE 2

Amount secured by the mortgage or charge

The Guaranteed Amounts and any additional amounts owed by the Borrowers and/or the Guarantors under the Supplemental Agreement (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; and

"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.

SCHEDULE 3

Short particulars of all the property mortgaged or charged

- (i) by way of first fixed charge all the Book Debts; and
- (ii) by way of first floating charge all the Assets.

For the purpose of this form 395:-

"Book Debts" means all the book debts and other debts (including cash at bank) now and from time to time hereafter due, owing or incurred to the Chargor; and

"Assets" means all the undertaking, property and assets of the Chargor both present and future.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 5th JULY 1993 and created by WPP GROUP (UK) LIMITED for securing the Guaranteed Amounts and any additional amounts owed by the Borrowers and/or the Guarantors (as therein defined) to BANKERS TRUSTEE COMPANY LIMITED under the terms of the Supplemental Agreement dated 1st JULY 1992

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 22nd JULY 1993

Given under my hand at the Companies Registration Office,
Cardiff the 27th JULY 1993

No. 2670617

FIONA M. SANGSTER
an authorised officer

L-6
29.7
HL.