

Particulars of a mortgage or charge**395**Please do not
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Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringinsert full name
of company

To the Registrar of Companies

For official use

Company number

4111

02670617

Name of company

* WPP GROUP (UK) LIMITED (the "Company")

Date of creation of the charge

24th August 1995

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

Deed of Charge Over Shares between the Company and the Trustee dated
24th August, 1995 (the "Charge")

Amount secured by the mortgage or charge

The Secured Amounts (as defined in the continuation sheet to this
Form 395)

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/SRG/AZS

Time critical reference

For official use
Mortgage Section

Post room

KLO *KLMEBE71* 2101
COMPANIES HOUSE 24/08/95

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bold block
lettering

In consideration of the Lenders agreeing to make available the Credit Facilities pursuant to the terms of the Credit Facility Agreement, the Chargor as continuing security for the satisfaction and discharge in full of the Secured Amounts as and when they fall due, charges by way of first fixed charge with full title guarantee all the Charged Securities in favour of the Trustee on behalf of the Secured Parties.

The Chargor undertakes to the Trustee that during the continuance of the security created by the Charge the Chargor:-

(A) Charged property - except as permitted under the Credit Facility Agreement will not (nor will it agree, conditionally or unconditionally, to) sell, transfer, lend or otherwise dispose of or give any conditional or unconditional option, warrant or other right to subscribe for, purchase or otherwise acquire, or create (or agree, conditionally or unconditionally,

(Please See Continuation Sheet 1)

Particulars as to commission allowance or discount (note 3)

Signed Slaughter and May

Date 24th August 1995

On behalf of [~~company~~] [~~mortgagee~~/chargee][†]

† delete as
appropriate

- 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.

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Particulars of a charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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Company Number

02670617

Name of Company

WPP GROUP (UK) LIMITED (the "Company")

Limited*

* delete if
inappropriate

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

Please complete
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to create) or have outstanding any Security Interest on or over any of the Charged Securities or any interest therein, except for the security created by the Charge;

- (B) Value of charged securities - will not exercise its voting rights in respect of the Charged Securities in any manner which would materially and adversely affect or would materially diminish the value of any of the Charged Securities;
- (C) Rights issues - will on demand duly pay any calls, subscription moneys and other moneys payable on or in respect of any of the Charged Securities charged by it. If the Chargor does not do so, the Trustee may (but shall not be obliged to) do so and, if the Trustee does so, the Chargor shall forthwith on demand indemnify the Trustee against such payment;
- (D) Dilution - except where the shares of any of the Charged Companies are disposed of pursuant to a disposal permitted under clauses 13.9 or 13.11 of the Credit Facility Agreement or to which the Majority Lenders have consented, will ensure that the percentage of the issued share capital of each of the Charged Companies beneficially owned by it (and any other Chargor who has executed a Security Agreement in relation to the issued share capital of the relevant Charged Company held by such Chargor) will not be less than 100 per cent. The Chargor shall ensure that there will be no reduction in the capital of any of the Charged Companies and that no person other than the Chargor (or such other Chargor as aforesaid) subscribes for, purchases or otherwise acquires (or has, or is conditionally or unconditionally entitled to be given, any conditional or unconditional option, warrant or other right to subscribe for, purchase or otherwise acquire) any issued or unissued shares, or any interest in shares, in the capital of any of the Charged Companies; and
- (E) Shares in the Charged Companies - will ensure that all shares in any of the Charged Companies thereafter acquired by it shall become subject to the security created by the Charge.

Relevant Definitions

"Borrowers" means the Borrowers from time to time under the Credit Facility Agreement as the same are defined therein;

"Chargor" means WPP Security One Limited;

"Charged Companies" means the companies listed in the third column of Schedule 1 of the Charge;

"Charged Securities" means:-

- (i) the shares and/or other securities (as the case may be) set out in the Schedule hereto;

(Please see continuation sheet 2)

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Names and addresses of the persons entitled to the charge (continued)

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Company Number

02670617

Name of Company

WPP GROUP (UK) LIMITED (the "Company")

Limited*

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

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- (ii) all other securities of any kind whatsoever issued at any time by any of the Charged Companies 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;

"Credit Facilities" means the Credit Facilities as the same are defined in the Credit Facility Agreement;

"Credit Facility Agreement" means the Credit Facility Agreement dated 18th August, 1995 between:-

- (a) WPP Group plc (the "Company");
- (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;

"Financing Documents" means the Financing Documents as the same are defined in the Credit Facility Agreement;

"Guaranteed Amounts" means the Guaranteed Amounts under the Credit Facility Agreement as the same are defined therein;

"Guarantors" means the Guarantors from time to time under the Credit Facility Agreement as the same are defined therein;

"Lenders" means the Lenders from time to time under the Credit Facility Agreement as the same are defined therein;

"Majority Lenders" means the Majority Lenders as the same are defined in the Credit Facility Agreement;

"Secured Amounts" means the Guaranteed Amounts and any additional amounts owed by the Borrowers and/or the Guarantors under the Financing Documents;

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

"Security Agreement" means the Security Agreements as the same are defined in the Credit Facility Agreement;

(Please see continuation sheet 3)

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Names and addresses of the persons entitled to the charge (continued)

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Particulars of a charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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Company Number

02670617

Name of Company

WPP GROUP (UK) LIMITED (the "Company")

Limited*

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

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"Security Interest" means any mortgage, charge, pledge, lien (other than a lien arising by operation of law), or other security interest;

"Trust Deed" means the trust deed dated 24th August 1995 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 the Security Agreements, as the same may be altered, amended, supplemented or novated from time to time; and

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

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Names and addresses of the persons entitled to the charge (continued)

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**SCHEDULE
THE CHARGED SECURITIES**

Number held	Class of Shares/ Security	Charged Companies	Par Value	Registered Holder	Place of Incorporation
715,999	Ordinary	Millward Brown International plc	10p	WPP Group Plc	England
1	Ordinary	Millward Brown International plc	10p	WPP Group Plc and M.S. Sorrell jointly	England

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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 OVER SHARES DATED THE 24th AUGUST 1995 AND CREATED BY WPP GROUP (UK) LTD FOR SECURING THE GUARANTEED AMOUNTS AND ANY ADDITIONAL AMOUNTS OWED BY THE BORROWERS (AS DEFINED) AND/OR THE GUARANTORS (AS DEFINED) TO BANKERS TRUSTEE COMPANY LIMITED IN ITS CAPACITY AS TRUSTEE FOR THE SECURED PARTIES (AS DEFINED) UNDER THE FINANCING DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th AUGUST 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th AUGUST 1995.


J. M. EVANS

for the Registrar of Companies



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

HC026B

L/C
29/8/9505.