

Prospectus dated 12 May 2008

WPP

WPP GROUP PLC

(incorporated in England & Wales under the Companies Act 1985 with limited liability under registered number 05537577)

€750,000,000

6.625 per cent. Guaranteed Bonds due 2016

Guaranteed by

WPP 2005 LIMITED

(incorporated in England & Wales under the Companies Act 1985 with limited liability under registered number 1003653)

Issue Price 99.788 per cent.

The €750,000,000 6.625 per cent. Guaranteed Bonds due 2016 (the “**Bonds**”) will be issued by WPP Group plc (the “**Issuer**” or “**WPP**”). The payment of all amounts payable by the Issuer in respect of the Bonds will be unconditionally and irrevocably guaranteed by WPP 2005 Limited (the “**Guarantor**” or “**WPP 2005**”). Interest on the Bonds is payable annually in arrear on 12 May in each year. Payments on the Bonds will be made without deduction for or on account of taxes of the United Kingdom to the extent described under “Terms and Conditions of the Bonds - Taxation”.

The Bonds mature on 12 May 2016. The Bonds are subject to redemption in whole, but not in part, at their principal amount, together with accrued interest, (i) at the option of the Issuer at any time in the event of certain changes affecting taxes of the United Kingdom, and (ii) at the option of the holder if a Put Event, as defined in the Conditions, occurs. See “Terms and Conditions of the Bonds - Redemption and Purchase”.

The Bonds will constitute unsecured obligations of the Issuer. See “Terms and Conditions of the Bonds - Status”.

Application has been made to the Financial Services Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (the “**UK Listing Authority**”) for the Bonds to be admitted to the official list of the UK Listing Authority (the “**Official List**”) and to the London Stock Exchange plc (the “**London Stock Exchange**”) for such Bonds to be admitted to trading on the London Stock Exchange’s Regulated Market (the “**Market**”). References in this Prospectus to the Bonds being “listed” (and all related references) shall mean that the Bonds have been admitted to the Official List and have been admitted to trading on the Market. The Market is a regulated market for the purposes of the Markets in the Financial Instruments Directive 2004/39/EC.

The Bonds will initially be represented by a temporary global bond (the “**Temporary Global Bond**”), without interest coupons, which will be deposited with a common depository on behalf of Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”) on or about 12 May 2008. The Temporary Global Bond will be exchangeable for interests in a permanent global bond (the “**Global Bond**”), without interest coupons, on or after a date which is expected to be 23 June 2008 upon certification as to non-U.S. beneficial ownership. The Global Bond will be exchangeable for definitive Bonds in bearer form in the denominations of €50,000 and integral multiples of €1,000 in excess thereof up to and including €99,000 only in the circumstances set out in it. No Bonds in definitive form will be issued with a denomination above €99,000. See “Summary of Provisions relating to the Bonds while in Global Form”.

The Bonds will be rated Baa2 by Moody’s Investors Service, Inc. and BBB+ by Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc.. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Prospective investors should have regard to the factors described under the section headed “Risk Factors” commencing on page 5 in this Prospectus. The Prospectus does not describe all of the risks of an investment in the Bonds.

BARCLAYS CAPITAL

BNP PARIBAS

HSBC

THE ROYAL BANK OF SCOTLAND

Banca IMI

Banc of America Securities Limited

CALYON Crédit Agricole CIB

Citi

Daiwa Securities SMBC Europe

Goldman Sachs International

Merrill Lynch International

Morgan Stanley

Nordea Markets

Santander Global Banking & Markets

Wachovia Securities

This Prospectus comprises a prospectus for the purposes of Article 5 of the Directive 2003/71/EC (the “**Prospectus Directive**”) and for the purpose of giving information with regard to the Issuer, the Guarantor and the Guarantor’s subsidiaries taken as a whole (the “**Group**”), and the Bonds which according to the particular nature of the Issuer, the Guarantor and the Bonds, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and the Guarantor. The Issuer and the Guarantor accept responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer and the Guarantor (each of which has taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Prospectus is to be read in conjunction with all the documents which are incorporated herein by reference (see “Documents Incorporated by Reference”).

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Guarantor or the Managers (as defined in “Subscription and Sale” below) to subscribe or purchase, any of the Bonds. The distribution of this Prospectus and the offering of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer, the Guarantor and the Managers to inform themselves about and to observe any such restrictions.

For a description of further restrictions on offers and sales of Bonds and distribution of this Prospectus see “Subscription and Sale” below.

No person is authorised to give any information or to make any representation not contained in this Prospectus and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer, the Guarantor or the Managers. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Guarantor since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or the Guarantor since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Bonds is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Managers and Citicorp Trustee Company Limited (the “**Trustee**”) have not separately verified the information contained in this Prospectus. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Managers, the Trustee or any of them as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuer or the Guarantor in connection with the Bonds, the Guarantee or the distribution of the Bonds.

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933 (the “**Securities Act**”) and Bonds in bearer form are subject to U.S. tax law requirements. Subject to certain exceptions, Bonds may not be offered, sold or delivered within the United States or to U.S. persons.

Unless otherwise specified or the context requires, references to “pounds sterling”, “GBP” and “£” are to the lawful currency of the United Kingdom, and references to “€” and “Euro” are to the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

In connection with the issue of the Bonds, HSBC Bank plc (the “**Stabilising Manager**”) or any person acting on behalf of the Stabilising Manager may over-allot Bonds or effect transactions with a view to supporting the market price of the Bonds at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or any persons acting on behalf of the Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Bonds is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Bonds and 60 days after the date of the allotment of the Bonds. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager (or person(s) acting on behalf of the Stabilising Manager) in accordance with all applicable laws and rules.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the audited consolidated financial statements of the Issuer for the financial years ended 31 December 2006 and 2007 together in each case with the audit report thereon, and the audited consolidated financial statements of the Guarantor for the financial years ended 31 December 2005 and 2006 together in each case with the audit report thereon, which have been previously published or are published simultaneously with this Prospectus and which have been approved by the Financial Services Authority or filed with it. Such documents shall be incorporated in, and form part of this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus, shall not form part of this Prospectus.

Copies of documents incorporated by reference in this Prospectus may be obtained (without charge) from the website of the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com/en-gb/pricesnews/marketnews/.

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RISK FACTORS

The Issuer and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under the Bonds and the Guarantee. All of these factors are contingencies which may or may not occur and the Issuer and the Guarantor are not in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuer and the Guarantor believe may be material for the purpose of assessing the market risks associated with the Bonds are also described below.

The Issuer and the Guarantor believe that the factors described below represent the principal risks inherent in investing in the Bonds, but the inability of the Issuer or the Guarantor to pay interest, principal or other amounts on or in connection with the Bonds may occur for other reasons and the Issuer and the Guarantor do not represent that the statements below regarding the risks of holding the Bonds are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.

Factors that may affect the Issuer's and Guarantor's ability to fulfil their obligations under the Bonds and the Guarantee

The Group competes for clients in a highly competitive industry, which may reduce market shares and decrease profits

The communications services industry is highly competitive and fragmented. At the parent company level, the Group's principal competitors are other large multinational communications services companies, as well as regional and national advertising and/or marketing services firms and new media companies. In the communications services industry, service agreements with clients are generally terminable by the client upon 90 days' notice. As such, clients may move their accounts to another agency on relatively short notice. In many cases, a Group agency represents a client for only a portion of its advertising or marketing services needs or only in particular geographic areas, thus enabling the client continually to compare the effectiveness of the Group agency against other agencies' work. Many clients do not permit an agency working for them to represent competing accounts or product lines in the same market. A lesser number of companies will not permit any of the agencies owned by a communications service company to work on competing accounts or product lines in any market. These client conflict policies can and sometimes do prevent the Group's agencies from seeking and winning new clients and assignments. If the Group's agencies are unable to compete effectively in the markets in which they operate, the Group's market share and profits may decrease.

The Group receives a significant portion of its revenues from a limited number of large clients, and the loss of these clients could adversely impact the Group's prospects, business, financial condition and results of operations

A relatively small number of clients contribute a significant percentage of the Group's consolidated revenues. The Group's ten largest clients accounted for approximately 19 per cent. of revenues in the year ended 31 December 2007. The Group's clients generally are able to reduce advertising and marketing spending or cancel projects at any time for any reason. There can be no assurance that any of the Group's clients will continue to utilise the Group's services to the same extent, or at all, in the future. A significant reduction in advertising and marketing spending by, or the loss of one or more of, the Group's largest clients, if not replaced by new client accounts or an increase in business from existing clients, would adversely affect the Group's prospects, business, financial condition and results of operations.

The Group may be unable to collect balances due from any client that files for bankruptcy or becomes insolvent

The Group generally provides advertising and communications services to its clients in advance of its receipt of payment. The invoices for these services are typically payable within 30 to 60 days. In addition,

the Group commits to media and production purchases on behalf of some of its clients. If one or more of its clients files for bankruptcy, or becomes insolvent or otherwise is unable to pay for the services the Group provides, the Group may be unable to collect balances due to it on a timely basis or at all. In addition, in that event, media and production companies may look to the Group to pay for media purchases and production work to which it committed as an agent on behalf of these clients. The damages, costs, expenses or attorneys' fees arising from the lack of payment could have an adverse effect on the Group's prospects, business, results of operations and financial condition. The reputation of the Group's agencies may also be negatively affected.

The Group is dependent on its employees

The advertising and marketing services industries are highly dependent on the talent, creative abilities and technical skills of the personnel of the service providers and the relationships their personnel have with clients. The Group believes that its operating companies have established reputations in the industry that attract talented personnel. However, the Group, like all service providers, is vulnerable to adverse consequences from the loss of key employees due to competition among providers of advertising and marketing services for talented personnel.

The Group may be subject to certain regulations that could restrict the Group's activities

From time to time, governments, government agencies and industry self-regulatory bodies in the United States, European Union and other countries in which the Group operates have adopted statutes, regulations and rulings that directly or indirectly affect the form, content and scheduling of advertising, public relations and public affairs, and market research, or otherwise affect the activities of the Group and its clients. Although the Group does not expect any existing or proposed regulations to materially adversely impact the Group's business, the Group is unable to estimate the effect on its future operations of the application of existing statutes or regulations or the extent or nature of future regulatory action.

The Group may be exposed to liabilities from allegations that certain of its clients' advertising claims may be false or misleading or that its clients' products may be defective

The Group may be, or may be joined as, a defendant in litigation brought against its clients by third parties, its clients' competitors, governmental or regulatory authorities or consumers. These actions could involve claims alleging, among other things, that:

- advertising claims made with respect to the Group's clients' products or services are false, deceptive, misleading or offensive;
- the Group's clients' products are defective or injurious and may be harmful to others; or
- marketing, communications or advertising materials created for the Group's clients infringe on the proprietary rights of third parties since client-agency contracts generally provide that the agency agrees to indemnify the client against claims for infringement of intellectual property rights.

The damages, costs, expenses or attorneys' fees arising from any of these claims could have an adverse effect on the Group's prospects, business, results of operations and financial condition to the extent that we are not adequately insured against such risks or indemnified by the Group's clients. In any case, the reputation of the Group's agencies may be negatively affected by such allegations.

The Group is exposed to the risks of doing business internationally

The Group operates in 106 countries throughout the world. The Group's international operations are subject to a number of risks inherent in operating in different countries. These include, but are not limited to risks regarding:

- currency exchange rate fluctuations;

- restrictions on repatriation of earnings; and
- changes in a specific country's or region's political or economic conditions, particularly in emerging markets.

The occurrence of any of these events or conditions could adversely affect the Group's ability to increase or maintain its operations in various countries.

Currency exchange rate fluctuations could adversely affect the Group's consolidated results of operations

The Group's reporting currency is pounds sterling. However, the Group's significant international operations give rise to an exposure to changes in foreign exchange rates, since most of its revenues from countries other than the UK are denominated in currencies other than pounds sterling, including US dollars. Changes in exchange rates cause fluctuations in the Group's revenues when measured in pounds sterling.

The Group may have difficulty repatriating the earnings of its subsidiaries

Any payment of dividends, distributions, loans or advances to the Group by its subsidiaries could be subject to restrictions on, or taxation of, dividends or repatriation of earnings under applicable local law, monetary transfer restrictions and foreign currency exchange regulations in the jurisdictions in which the Group's subsidiaries operate. If the Group is unable to repatriate the earnings of its subsidiaries it could have an adverse impact on the Group's ability to redeploy earnings in other jurisdictions where they could be used more profitably.

The Group is subject to recessionary economic cycles

The Group's business is affected by recessionary economic cycles. Recessionary economic cycles may adversely affect the businesses of the Group's clients, which can have the effect of reducing the amount of services they purchase for the Group's agencies and thus can materially adversely affect the Group's consolidated results of operations.

The Group may be unsuccessful in evaluating material risks involved in completed and future acquisitions

The Group regularly reviews potential acquisitions of businesses that are complementary to its businesses. As part of the review the Group conducts business, legal and financial due diligence with the goal of identifying and evaluating material risks involved in any particular transaction. Despite the Group's efforts, it may be unsuccessful in ascertaining or evaluating all such risks. As a result, it might not realise the intended advantages of any given acquisition. If the Group fails to realise the expected benefits from one or more acquisitions, the Group's business, results of operations and financial condition could be adversely affected.

The Group may be unsuccessful in integrating any acquired operations with its existing businesses

The Group may experience difficulties in integrating operations acquired from other companies. These difficulties include the diversion of management's attention from other business concerns and the potential loss of key employees of the acquired operations. Acquisitions also frequently involve significant costs related to integrating information technology, accounting and management services, rationalising personnel levels and implementing internal controls. If the Group experiences difficulties in integrating one or more acquisitions, the Group's business, results of operations and financial condition could be adversely affected.

Goodwill and other acquired intangible assets recorded on the Group's balance sheet with respect to acquired companies may become impaired

The Group has a significant amount of goodwill and other acquired intangible assets recorded on its balance sheet with respect to acquired companies. The Group annually tests the carrying value of goodwill

for impairment. The estimates and assumptions about results of operations and cash flows made in connection with impairment testing could differ from future actual results of operations and cash flows. In addition, future events could cause the Group to conclude that the asset values associated with a given operation have become impaired. Any resulting impairment loss could have a material impact on the Group's financial condition and results of operations.

The Group may use ordinary shares, incur indebtedness, expend cash or use any combination of ordinary shares, indebtedness and cash for all or part of the consideration to be paid in future acquisitions that would result in additional goodwill being recorded on the Group's balance sheet.

Factors which are material for the purpose of assessing the market risks associated with the Bonds

Bonds may not be a suitable investment for all investors

Each potential investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds;
- (iv) understand thoroughly the terms of the Bonds; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Risks related to Bonds generally

Set out below is a brief description of certain risks relating to the Bonds generally:

Modification, and waivers and substitution

The Terms and Conditions of the Bonds contain provisions for calling meetings of Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Bonds also provide that the Trustee may, without the consent of Bondholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Bonds or the Trust Deed which is in the opinion of the Trustee not materially prejudicial to the interest of the Bondholders or (ii) determine without the consent of the Bondholders that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under the Bonds in place of the Issuer, in the circumstances described in Condition 11 of the Terms and Conditions of the Bonds.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, each Member State is required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual or to certain other persons in another

Member State. However, for a transitional period, Belgium, Luxembourg and Austria may instead (unless during that period they elect otherwise) operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor the Guarantor nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Bond as a result of the imposition of such withholding tax. If a withholding tax is imposed on payment made by a Paying Agent, the Issuer will be required, save as provided in Condition 7 of the Bonds, to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

Change of law

The Terms and Conditions of the Bonds are based on English law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Prospectus.

Trading in the clearing systems

The denomination of the Bonds is €50,000 plus integral multiples of €1,000 in excess thereof. Therefore, it is possible that the Bonds may be traded in amounts in excess of €50,000 that are not integral multiples of €50,000. In such a case a Bondholder who, as a result of trading such amounts, holds a principal amount of less than €50,000 will not receive a definitive Bond in respect of such holding (should definitive Bonds be printed) and would need to purchase a principal amount of Bonds such that it holds an amount equal to one or more denominations.

If definitive Bonds are issued, Bondholders should be aware that definitive Bonds which have a denomination that is not €50,000 may be illiquid and difficult to trade.

Risks related to the market generally

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally

Although application has been made to admit the Bonds to trading on the London Stock Exchange, the Bonds may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of Bonds.

Exchange rate risks and exchange controls

The Issuer (and, failing the Issuer, the Guarantor) will pay principal and interest on the Bonds in Euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "Investor's Currency") other than Euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Euro would decrease (1) the Investor's Currency equivalent yield on the Bonds, (2) the Investor's Currency equivalent value of the principal payable on the Bonds and (3) the Investor's Currency equivalent market value of the Bonds.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in the Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds.

Credit ratings may not reflect all risks

One or more independent credit rating agencies will assign credit ratings to the Bonds. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Legal considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Bonds are legal investments for it, (2) the Bonds can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any of the Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Bonds under any applicable risk-based capital or similar rules.

TERMS AND CONDITIONS OF THE BONDS

The following are the terms and conditions substantially in the form in which they will be endorsed (save for the paragraphs in italics) on each Bond in definitive form, if issued:

The issue of the €750,000,000 6.625 per cent. Guaranteed Bonds due 2016 (the “Bonds”) was authorised by a resolution of the Board of Directors of the Issuer on 16 April 2008 and by a resolution of a Committee of the Board of Directors of the Issuer on 6 May 2008, and the guarantee of the Bonds was authorised by a resolution of the Board of Directors of the Guarantor on 2 May 2008. The Bonds are constituted by a Trust Deed (the “Trust Deed”) dated 12 May 2008 between the Issuer, the Guarantor and Citicorp Trustee Company Limited (the “Trustee” which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the holders of the Bonds (the “Bondholders”). These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bonds and the coupons relating to them (the “Coupons”). Copies of the Trust Deed, and of the Paying Agency Agreement (the “Paying Agency Agreement”) dated 12 May 2008 relating to the Bonds between the Issuer, the Guarantor, the Trustee and the initial principal paying agent and paying agents named in it, are available for inspection during usual business hours at the principal office of the Trustee (presently at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB) and at the specified offices of the principal paying agent for the time being (the “Principal Paying Agent”) and the paying agents for the time being (the “Paying Agents”, which expression shall include the Principal Paying Agent). The Bondholders and the holders of the Coupons (whether or not attached to the relevant Bonds) (the “Couponholders”) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those applicable to them of the Paying Agency Agreement.

1 Form, Denomination, Title, Guarantee and Status

(a) Form and denomination

The Bonds are serially numbered and in bearer form in the denominations of €50,000 and integral multiples of €1,000 in excess thereof up to and including €99,000 each with Coupons attached on issue. Bonds of one denomination may not be exchanged for Bonds of any other denomination.

(b) Title

Title to the Bonds and Coupons passes by delivery. The holder of any Bond or Coupon will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the holder.

(c) Guarantee

The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable by the Issuer under the Trust Deed, the Bonds and the Coupons. Its obligations in that respect (the “Guarantee”) are contained in the Trust Deed.

(d) Status

The Bonds and Coupons constitute (subject to Condition 2) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Bonds and Coupons and of the Guarantor under the Guarantee shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 2, at all times rank at least equally with all their respective other present and future unsecured and unsubordinated obligations.

2 Negative Pledge

(a) Restriction

So long as any Bond or Coupon remains outstanding (as defined in the Trust Deed) neither the Issuer nor the Guarantor will create or permit to subsist, and the Issuer will procure that no Principal Subsidiary (as defined below) will create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest (“Security”) upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Relevant Debt, or to secure any guarantee of or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, the Issuer’s obligations under the Bonds, the Coupons and the Trust Deed or, as the case may be, the Guarantor’s obligations under the Trust Deed, (i) are secured equally and rateably therewith to the satisfaction of the Trustee, or (ii) have the benefit of such other security, guarantee, indemnity or other arrangement as the Trustee in its absolute discretion shall deem to be not materially less beneficial to the interests of the Bondholders or as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Bondholders, save that there may be permitted to subsist (without the obligation to provide to the Bonds, Coupons and the Trust Deed any security, guarantee, indemnity or other arrangement as aforesaid) any Permitted Security.

(b) Relevant Debt

For the purposes of this Condition, “Relevant Debt” means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures, loan stock or other securities which are for the time being, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market, but excluding any such indebtedness which has a stated maturity of less than one year.

(c) Permitted Security

For the purposes of this Condition, “Permitted Security” means:

- (i) any Security in respect of any Relevant Debt (“Existing Relevant Debt”), or in respect of any guarantee of or indemnity in respect of any Existing Relevant Debt, given by any Principal Subsidiary where such company becomes a Subsidiary after 12 May 2008 and where such Security exists at the time such company becomes a Subsidiary (provided that (1) such Security was not created in contemplation of that company becoming a Subsidiary and (2) the principal amount secured at the time of that company becoming a Subsidiary is not subsequently increased); and
- (ii) any Security given by any Principal Subsidiary in respect of any Relevant Debt, or in respect of any guarantee of or indemnity in respect of any Relevant Debt where such Relevant Debt (“New Relevant Debt”) is incurred to refinance Existing Relevant Debt in circumstances where there is outstanding Security (“Existing Security”) given by that Principal Subsidiary in respect of such Existing Relevant Debt or, as the case may be, in respect of any guarantee or indemnity in respect of such Existing Relevant Debt, provided that (1) the principal amount of the New Relevant Debt is not greater than the principal amount of the Existing Relevant Debt, (2) the Security does not extend to any undertaking, assets or revenues, present or future, of that Principal Subsidiary which were not subject to the Existing Security and (3) the final maturity date of the New Relevant Debt does not exceed the final maturity date of the Existing Relevant Debt.

3 Definitions

For the purposes of these Conditions:

“Group” means the Issuer, the Guarantor and the Guarantor’s Subsidiaries taken as a whole.

“Principal Subsidiary” means any Subsidiary of the Issuer or of the Guarantor whose consolidated revenue shall have exceeded 5 per cent. of the consolidated revenues of the Group for the preceding financial year.

“Subsidiary” has the meaning ascribed thereto in Section 736 of the Companies Act 1985, as amended by the Companies Act 1989.

A report by two directors of the Issuer (whether or not addressed to the Trustee) that in their opinion a Subsidiary is or is not or was not at any particular time or throughout any specified period a Principal Subsidiary may be relied upon by the Trustee without liability to any person and without further enquiry or evidence and, if relied upon by the Trustee, shall, in the absence of manifest error be conclusive and binding on all parties.

4 Interest

The Bonds bear interest from 12 May 2008 at the rate of 6.625 per cent. per annum, payable annually in arrear on 12 May in each year (each an “Interest Payment Date”). The first payment of interest will be made on 12 May 2009. Each Bond will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused. In such event it shall continue to bear interest at such rate (both before and after judgment) as provided in the Trust Deed.

Where interest is to be calculated in respect of a period which is equal to or shorter than an Interest Period the day-count fraction used will be the number of days in the relevant period, from and including the date from which interest begins to accrue to but excluding the date on which it falls due, divided by the number of days in the Interest Period (as defined below) in which the relevant period falls (including the first such day but excluding the last). The period beginning on 12 May 2008 and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date is called an “Interest Period”.

Interest in respect of any Bond shall be calculated per €1,000 in principal amount of the Bonds (the “Calculation Amount”). The amount of interest payable per Calculation Amount for any period shall be equal to the product of 6.625 per cent., the Calculation Amount and the day-count fraction for the relevant period rounding the resulting figure to the nearest penny (half a penny being rounded upwards).

5 Redemption and Purchase

(a) Final redemption

Unless previously redeemed or purchased and cancelled, the Bonds will be redeemed at their principal amount on 12 May 2016. The Bonds may not be redeemed at the option of the Issuer other than in accordance with this Condition.

(b) Redemption for taxation reasons

The Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days’ notice to the Bondholders (which notice shall be irrevocable), at their principal amount (together with interest accrued to the date fixed for redemption), if (i) the Issuer satisfies the Trustee immediately prior to the giving of such notice that it or, as the case may be, the Guarantor has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of the United Kingdom or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 12 May 2008 and (ii) such obligation cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer (or the Guarantor, as the case may be) would be obliged to pay such additional amounts were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption

pursuant to this paragraph, the Issuer shall deliver to the Trustee (x) a certificate signed by two directors of the Issuer (or the Guarantor, as the case may be) stating that the obligation referred to in (i) above cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it, and (y) an opinion of independent legal advisors of recognised standing to the effect that the Issuer (or the Guarantor, as the case may be) has or will become obliged to pay such additional amounts as a result of such change or amendment (and the Trustee shall be entitled to accept such certificate and legal opinion as sufficient evidence of the satisfaction of the conditions precedent set out in (i) and (ii) above in which event it shall be conclusive and binding on the Bondholders and the Couponholders).

(c) Redemption at the option of Bondholders on a Change of Control

(i) A “Put Event” will be deemed to occur if:

- (A) (01) any person or any persons acting in concert (as defined in the City Code on Takeovers and Mergers), other than a holding company (as defined in Section 736 of the Companies Act 1985, as amended) whose shareholders are or are to be substantially similar to the pre-existing shareholders of the Issuer, shall become interested (within the meaning of Part VI of the Companies Act 1985, as amended) in (x) more than 50 per cent. of the issued or allotted ordinary share capital of the Issuer or (y) shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer, or (02) the Guarantor ceases to be a direct or indirect Subsidiary of the Issuer (each, a “Change of Control”); and
- (B) at the time of the occurrence of a Change of Control, the Bonds carry an investment grade credit rating (Baa3/BBB-, or equivalent, or better), from any Rating Agency and such rating from any Rating Agency is, within a period ending 120 days after announcement of the Change of Control having occurred (or such longer period as the Bonds are under consideration, announced publicly within such 120 day period, for rating review), either downgraded to a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) or withdrawn; and
- (C) in making the relevant decision(s) referred to above, the relevant Rating Agency announces publicly or confirms in writing to the Issuer or the Trustee that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control.

Further, (aa) if at the time of the occurrence of the Change of Control the Bonds carry either a non-investment grade credit rating from each Rating Agency then assigning a credit rating to the Bonds or no credit rating from any Rating Agency, a Put Event will be deemed to occur upon the occurrence of a Change of Control alone; and (bb) if at the time of the occurrence of the Change of Control the Bonds carry a rating from more than one Rating Agency, at least one of which is investment grade, then sub-paragraph (B) will apply.

- (ii) If a Put Event occurs, each Bondholder shall have the option to require the Issuer to redeem or repay that Bond on the Put Date (as defined below) at its principal amount together with interest accrued to but excluding the date of redemption or purchase. Such option shall operate as set out below.
- (iii) Promptly upon the Issuer becoming aware that a Put Event has occurred the Issuer shall, and at any time upon the Trustee becoming similarly so aware the Trustee may, and if so requested by the holders of at least one-quarter in nominal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution of the Bondholders, shall (subject in each case to the Trustee being indemnified and/or secured to its satisfaction), give notice (a “Put Event Notice”) to the Bondholders in accordance with Condition 15 specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 5(c).

- (iv) To exercise the option to require the redemption or repayment of a Bond under this Condition 5(c) the holder of the Bond must deliver such Bond, on any business day (as defined in Condition 6(d)) falling within the period (the “Put Period”) of 45 days after a Put Event Notice is given, at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a “Change of Control Put Notice”). The Bond should be delivered together with all Coupons appertaining thereto maturing after the date which is 7 days after the expiration of the Put Period (the “Put Date”), failing which the Paying Agent will require payment of an amount equal to the face value of any missing such Coupon. Any amount so paid will be reimbursed in the manner provided in Condition 6(c) against presentation and surrender of the relevant missing Coupon (or any replacement therefor issued pursuant to Condition 10) at any time after such payment, but before the expiry of the period of 10 years from the Relevant Date (as defined in Condition 7) in respect of that Coupon. The Paying Agent to which such Bond and Change of Control Put Notice are delivered will issue to the Bondholder concerned a non-transferable receipt in respect of the Bond so delivered. Payment in respect of any Bond so delivered will be made, if the holder duly specified a bank account in the Change of Control Put Notice to which payment is to be made, on the Put Date by transfer to that bank account and, in every other case, on or after the Put Date against presentation and surrender or (as the case may be) endorsement of such receipt at the specified office of any Paying Agent. A Change of Control Put Notice, once given, shall be irrevocable. The Issuer shall redeem or repay the relevant Bonds on the Put Date unless previously redeemed and cancelled.

If 80 per cent. or more in nominal amount of the Bonds then outstanding have been redeemed pursuant to this Condition 5(c), the Issuer may, on not less than 30 or more than 60 days’ notice to the Bondholders given within 30 days after the Put Date, redeem, at its option, the remaining Bonds as a whole at their principal amount plus interest accrued to but excluding the date of such redemption.

- (v) If the rating designations employed by any of Moody’s, S&P or Fitch are changed from those which are described in paragraph (i)(B) above, or if a rating is procured from a Substitute Rating Agency, the Issuer shall determine, with the agreement of the Trustee (not to be unreasonably withheld or delayed), the rating designations of Moody’s or S&P or Fitch or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody’s or S&P or Fitch and paragraph (i)(B) shall be read accordingly.
- (vi) The Trustee is under no obligation to ascertain whether a Put Event or Change of Control or any event which could lead to the occurrence of or could constitute a Put Event or Change of Control has occurred and, until it shall have actual knowledge or notice pursuant to the Trust Deed to the contrary, the Trustee may assume that no Put Event or Change of Control or other such event has occurred.
- (vii) In these Conditions “Rating Agency” means Moody’s Investors Service, Inc. (“Moody’s”) or Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc. (“S&P”) or Fitch Ratings Ltd (“Fitch”), or their respective successors or any rating agency (a “Substitute Rating Agency”) substituted for any of them by the Issuer from time to time with the prior written approval of the Trustee.

(d) Notice of redemption

All Bonds in respect of which any notice of redemption is given under this Condition shall be redeemed on the date specified in such notice in accordance with this Condition.

(e) Purchase

The Issuer and the Guarantor and any of their respective Subsidiaries may at any time purchase Bonds in the open market or otherwise at any price (provided that, if they are to be cancelled under paragraph

(f) below, they are purchased together with all unmatured Coupons relating to them). Any purchase by tender shall be made available to all Bondholders alike. The Bonds so purchased, which are held by or on behalf of the Issuer, the Guarantor or any Subsidiary of the Issuer or the Guarantor, (*inter alia*) shall not entitle the holder to vote at any meeting of the Bondholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Bondholders or for the purposes of Condition 11(a).

(f) Cancellation

All Bonds (together with any unmatured Coupons attached to or surrendered with them) so redeemed shall be cancelled and may not be re-issued or resold. Any Bonds (together with any unmatured Coupons attached to or surrendered with them) so purchased may be held, re-issued or re-sold or cancelled.

6 Payments

(a) Method of Payment

Payments of principal and interest will be made against presentation and surrender (or, in the case of a partial payment, endorsement) of Bonds or the appropriate Coupons (as the case may be) at the specified office of any Paying Agent (subject to paragraph (b) below) by a Euro cheque drawn on, or by transfer to a Euro account maintained by the payee with, a bank in a city in which banks have access to the TARGET System. Payments of interest due in respect of any Bond other than on presentation and surrender of matured Coupons shall be made only against presentation and either surrender or endorsement (as appropriate) of the relevant Bond.

(b) Payment subject to fiscal laws

All payments are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 7. No commissions or expenses shall be charged to the Bondholders or Couponholders in respect of such payments.

(c) Surrender of unmatured Coupons

Each Bond should be presented for redemption together with all unmatured Coupons relating to it, failing which the amount of any such missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal amount due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon not later than 10 years after the Relevant Date (as defined in Condition 7) for the relevant payment of principal.

(d) Payments on business days

A Bond or Coupon may only be presented for payment on a day which is a business day in the place of presentation and, in the case of payment by transfer to a Euro account, a day on which the TARGET System is operating. No further interest or other payment will be made as a consequence of the day on which the relevant Bond or Coupon may be presented for payment under this paragraph falling after the due date. In this Condition “business day” means a day on which commercial banks and foreign exchange markets are open in the relevant city.

(e) Paying Agents

The initial Paying Agents and their initial specified offices are listed below. The Issuer and the Guarantor reserve the right at any time with the approval of the Trustee to vary or terminate the appointment of any Paying Agent and appoint additional or other Paying Agents, provided that they will maintain (i) a Principal Paying Agent, (ii) Paying Agents having specified offices in at least two

major European cities approved by the Trustee and (iii) a Paying Agent with a specified office in a European Union Member State that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

In this Condition 6, “TARGET System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System or any successor thereto.

7 Taxation

All payments of principal and interest by or on behalf of the Issuer or the Guarantor in respect of the Bonds and the Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the United Kingdom or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as will result in receipt by the Bondholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Bond or Coupon presented for payment:

(a) Other connection

By or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Bond or Coupon by reason of his having some connection with the United Kingdom other than the mere holding of the Bond or Coupon or

(b) Payment by a non-resident or similarly exempt holder

By or on behalf of a holder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority or

(c) Presentation more than 30 days after the Relevant Date

More than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting such Bond or Coupon for payment on the last day of such period of 30 days or

(d) Payment to individuals

Where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive or

(e) Payment by another Paying Agent

By or on behalf of a Bondholder or a Couponholder who would have been able to avoid such withholding or deduction by presenting the relevant Bond or Coupon to another Paying Agent in a Member State of the European Union.

“Relevant Date” means whichever is the later of (i) the date on which such payment first becomes due and (ii) if the full amount payable has not been received by the Principal Paying Agent or the Trustee on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the Bondholders. Any reference in these Conditions to principal and/or interest shall be deemed to include any additional amounts which may be payable under this Condition or any undertaking given in addition to or substitution for it under the Trust Deed.

8 Events of Default

If any of the following events occurs and is continuing the Trustee at its discretion may, and if so requested by holders of at least one-quarter in principal amount of the Bonds then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified and/or secured to its satisfaction), give notice to the Issuer and the Guarantor that the Bonds are, and they shall immediately become, due and payable at their principal amount together with accrued interest:

(a) Non-Payment

The Issuer fails to pay the principal of or any interest on any of the Bonds when due and, in the case of interest, such failure continues for a period of seven days or

(b) Breach of Other Obligations

The Issuer or the Guarantor does not perform or comply with any one or more of its other obligations in the Bonds or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within 30 days after written notice of such default shall have been given to the Issuer or, as the case may be, the Guarantor by the Trustee or

(c) Cross-Default

(i) Any other present or future indebtedness of the Issuer or the Guarantor or any Principal Subsidiary for or in respect of moneys borrowed or raised becomes due and payable prior to its stated maturity by reason of any actual or potential default, event of default or the like (howsoever described) or

(ii) Any such indebtedness is not paid when due or, as the case may be, within any applicable grace period (as originally provided) or

(iii) The Issuer or the Guarantor or any Principal Subsidiary fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised,

provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (c) have occurred equals or exceeds £30,000,000 or its equivalent (as reasonably determined by the Trustee) or

(d) Enforcement Proceedings

A distress, attachment, execution or other legal process is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or the Guarantor or any Principal Subsidiary and is not discharged or stayed within 30 days or

(e) Security Enforced

Any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or the Guarantor or any Principal Subsidiary becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, manager or other similar person) or

(f) Insolvency

(i) The Issuer or the Guarantor or any Principal Subsidiary is (or is, or could be, deemed by law or a court to be) insolvent or unable to pay its debts (within the meaning of Section 123(1)(b), (c), (d) or (e) or Section 123(2) of the Insolvency Act 1986) or

(ii) The Issuer or the Guarantor or any Principal Subsidiary stops, suspends or threatens to stop or suspend payment of all or, in the opinion of the Trustee, a material part of (or of a particular type of) its debts, proposes or makes any agreement for the deferral, rescheduling or other readjustment of all of (or all of a particular type of) its debts (or of any part which it will or might otherwise be unable to pay when due), proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts, or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer, the Guarantor or any Principal Subsidiary or

(g) Winding-up

An administrator is appointed, an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Issuer or the Guarantor or any Principal Subsidiary, or the Issuer or the Guarantor or any Principal Subsidiary ceases or threatens to cease to carry on all or, in the opinion of the Trustee, a material part of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) on terms approved by the Trustee or by an Extraordinary Resolution of the Bondholders, or (ii) in the case of a Principal Subsidiary, a voluntary solvent winding-up or

(h) Analogous Events

Any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs or

(i) Guarantee

The Guarantee is not (or is claimed by or on behalf of the Guarantor not to be) in full force and effect, provided that in the case of paragraphs (b), (d), (e) and (h) and, in relation only to a Principal Subsidiary, (f), (g) and (h), the Trustee shall have certified that in its opinion such event is materially prejudicial to the interests of the Bondholders.

9 Prescription

Claims in respect of principal and interest will become void unless presentation for payment is made as required by Condition 6 within a period of 10 years in the case of principal and five years in the case of interest from the appropriate Relevant Date.

10 Replacement of Bonds and Coupons

If any Bond or Coupon is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Principal Paying Agent in London subject to all applicable laws and stock exchange or other relevant authority requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer, the Guarantor and the Principal Paying Agent may require (provided that the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Bonds or Coupons must be surrendered before replacements will be issued.

11 Meetings of Bondholders, Modification, Waiver and Substitution

(a) Meetings of Bondholders

The Trust Deed contains provisions for convening meetings of Bondholders to consider matters affecting their interest, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by Bondholders holding not less than 10 per cent. in principal amount of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution will be

one or more persons holding or representing a clear majority in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting one or more persons being or representing Bondholders whatever the principal amount of the Bonds held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to modify the maturity of the Bonds or the dates on which interest is payable in respect of the Bonds, (ii) to reduce or cancel the principal amount of, or interest on or to vary the method of calculating the rate of interest on, the Bonds, (iii) to change the currency of payment of the Bonds or the Coupons, (iv) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution, or (v) to modify or cancel the Guarantee, in which case the necessary quorum will be one or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in principal amount of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Bondholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

(b) Modification and Waiver

The Trustee may agree, without the consent of the Bondholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed which is, in its opinion, of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed which is in the opinion of the Trustee not materially prejudicial to the interests of the Bondholders. Any such modification, authorisation or waiver shall be binding on the Bondholders and the Couponholders and, if the Trustee so requires, such modification, waiver or authorisation shall be notified to the Bondholders as soon as practicable.

(c) Substitution

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Bondholders or the Couponholders, to the substitution of certain other entities in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Bonds. In the case of such a substitution the Trustee may agree, without the consent of the Bondholders or Couponholders, to a change of the law governing the Bonds, the Coupons and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Bondholders.

(d) Entitlement of the Trustee

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Bondholders as a class and shall not have regard to the consequences of such exercise for individual Bondholders or Couponholders and the Trustee shall not be entitled to require, nor shall any Bondholder or Couponholder be entitled to claim, from the Issuer or the Guarantor any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders or Couponholders.

12 Enforcement

At any time after the Bonds become due and payable, the Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce the terms of the Trust Deed, the Bonds and the Coupons, but it need not take any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Bondholders holding at least one-quarter in principal amount of the Bonds outstanding, and (b) it shall have been indemnified and/or secured to its satisfaction. No Bondholder or Couponholder may proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

13 Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer, the Guarantor and any entity related to the Issuer or the Guarantor without accounting for any profit.

14 Further Issues

The Issuer may from time to time without the consent of the Bondholders or Couponholders create and issue further securities either having the same terms and conditions as the Bonds in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Bonds) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Bonds include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Bonds. Any further securities forming a single series with the outstanding securities of any series (including the Bonds) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Bondholders and the holders of securities of other series where the Trustee so decides.

15 Notices

Notices to Bondholders will be valid if published in a leading English language daily newspaper circulating in the United Kingdom (which is expected to be the *Financial Times*) or, if in the opinion of the Trustee such publication shall not be practicable, in an English language newspaper of general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Bondholders in accordance with this Condition.

16 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act 1999.

17 Governing Law

The Trust Deed, the Bonds and the Coupons are governed by and shall be construed in accordance with English law.

SUMMARY OF PROVISIONS RELATING TO THE BONDS WHILE IN GLOBAL FORM

The Temporary Global Bond and the Global Bond contain provisions which apply to the Bonds while they are in global form, some of which modify the effect of the terms and conditions of the Bonds set out in this document. The following is a summary of certain of those provisions:

1 Exchange

The Temporary Global Bond is exchangeable in whole or in part for interests in the Global Bond on or after a date which is expected to be 23 June 2008 upon certification as to non-U.S. beneficial ownership in the form set out in the Temporary Global Bond. The Global Bond is exchangeable, in whole but not in part (free of charge to the holder), for the definitive Bonds only (i) upon the happening of an Event of Default (as defined in Condition 8) or (ii) if the Global Bond is held on behalf of a clearing system and such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so, or (iii) if the Issuer would suffer a material disadvantage in respect of the Bonds as a result of a change in the laws or regulations (taxation or otherwise) of any jurisdiction referred to in Condition 7 which would not be suffered were the Bonds represented by such Global Bond in definitive form and a certificate to such effect signed by two Directors of the Issuer is delivered to the Trustee. Thereupon (in the case of (i) and (ii) above) the holder may give notice to the Trustee and (in the case of (iii) above) the Issuer may give notice to the Trustee and the Bondholders, of its intention to exchange the Global Bond for definitive Bonds on or after the Exchange Date specified in the notice.

On or after the Exchange Date (as defined below) relating to a Global Bond the holder of the Global Bond may surrender the Global Bond to or to the order of the Principal Paying Agent. In exchange for the Global Bond the Issuer will deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated definitive Bonds (having attached to them all Coupons in respect of interest which has not already been paid on the Global Bond), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in Schedule 1 to the Trust Deed. On exchange of the Global Bond, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with any relevant definitive Bonds.

For these purposes, "Exchange Date" means a day falling not less than 60 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Principal Paying Agent is located and, except in the case of exchange pursuant to (ii) above, in the cities in which the relevant clearing system is located.

2 Payments

No payment will be made on the Temporary Global Bond unless exchange for an interest in the Global Bond is improperly withheld or refused. Payments of principal and interest in respect of Bonds represented by the Global Bond will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Bonds, surrender of the Global Bond to or to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Bondholders for such purpose. A record of each payment so made will be endorsed in the appropriate schedule to the Global Bond, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Bonds. Condition 7(d) will apply to the definitive Bonds only.

3 Notices

So long as the Bonds are represented by the Global Bond and the Global Bond is held on behalf of a clearing system, notices to Bondholders may be given by delivery of the relevant notice to that clearing system for communication by it to entitled Accountholders (as defined below) in substitution for publication as required by the Conditions, provided that, so long as the Bonds are admitted to the Official List and admitted to trading on the Market, the notice requirements of the UK Listing Authority and the London Stock

Exchange have been complied with. Any such notice shall be deemed to have been given to the Bondholders on the day which is one business day, being a day on which banks are generally open, in Brussels or Luxembourg (as the case may be) after the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

4 Prescription

Claims against the Issuer and the Guarantor in respect of principal and interest on the Bonds while the Bonds are represented by the Global Bond will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7).

5 Accountholders

For so long as all of the Bonds are represented by a Global Bond and such Global Bond is held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Bonds (each an “**Accountholder**”) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Bonds standing to the account of any person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Bonds for all purposes (including but not limited to, for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Bondholders) other than with respect to the payment of principal and interest on such principal amount of such Bonds, the right to which shall be vested, as against the Issuer, the Guarantor and the Trustee, solely in the bearer of the relevant Global Bond in accordance with and subject to its terms and the terms of the Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearer of the relevant Global Bond.

6 Meetings

The holder of the Global Bond will be treated as being two persons for the purposes of any quorum requirements of, or the right to demand a poll at, a meeting of Bondholders and, at any such meeting, as having one vote in respect of each €1,000 in principal amount of Bonds.

7 Purchase and Cancellation

Cancellation of any Bond required by the Conditions to be cancelled following its purchase will be effected by reduction in the principal amount of the Global Bond.

8 Trustee’s Powers

In considering the interests of Bondholders while the Global Bond is held on behalf of a clearing system the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its Accountholders with entitlements to the Global Bond and may consider such interests as if such Accountholders were the holder of the Global Bond.

9 Put Option

The Bondholders’ put option in Condition 5(c) may be exercised by an Accountholder giving notice to the Principal Paying Agent in accordance with the standard procedures of Euroclear and/or Clearstream, Luxembourg (which may include notice being given on such Bondholder’s instructions by Euroclear and/or Clearstream, Luxembourg or any common depository for them to the Principal Paying Agent by electronic means) of the principal amount of Bonds in respect of which the option is exercised and at the same time presenting, or procuring the presentation of the Global Bond to the Principal Paying Agent for endorsement of exercise within the time limits specified in Condition 5(c).

10 Euroclear and Clearstream, Luxembourg

References in the Global Bond and this summary to Euroclear and/or Clearstream, Luxembourg shall be deemed to be references to any other clearing system approved by the Trustee.

USE OF PROCEEDS

The net proceeds of the issue of the Bonds, expected to amount to approximately €745,785,000, will be used for general corporate purposes of the Group.

The expenses in connection with the transaction are expected to amount to approximately £500,000.

DESCRIPTION OF THE ISSUER AND THE GUARANTOR

WPP Group plc (the “**Issuer**” or “**WPP**”) was incorporated on 16 August 2005 as a public limited company in England and Wales (company number 05537577). Unless the context otherwise requires, WPP and its subsidiaries are referred to herein as “**the Group**”.

WPP 2005 Limited (formerly WPP Group plc) was incorporated on 1 March 1971 and is now a private limited company in England and Wales (company number 1003653).

The Group’s executive office is located at 27 Farm Street, London W1J 5RJ, Tel: (44) 20-7408-2204 and its registered office is located at Pennypot Industrial Estate, Hythe, Kent CT21 6PE.

History and Development of the Group

Through a scheme of arrangement on or about 25 October 2005, the company originally named WPP Group plc and now known as WPP 2005 Limited (the “**Guarantor**” or “**WPP 2005**”) completed a reorganisation of its capital and corporate structure, resulting in the formation of WPP as the new parent company of WPP 2005. WPP acts only as the parent company and has not traded since its incorporation. WPP 2005 Limited is the sole subsidiary of WPP and in turn owns all the operating companies of the Group.

The Group has continually grown both organically and by the acquisition of companies, most significantly the acquisitions of JWT Group, Inc. in 1987, The Ogilvy Group, Inc. in 1989, Young & Rubicam Inc. (“**Young & Rubicam**” or “**Young & Rubicam Brands**”, as the group is now known) in 2000, Tempus Group plc (“**Tempus**”) in 2001, Cordiant Communications Group plc (“**Cordiant**”) in 2003 and Grey Global Group, Inc. (“**Grey**”) in March 2005.

WPP

WPP develops the professional and financial strategy of the Group, promotes operating efficiencies, co-ordinates cross referrals of clients among the Group companies and monitors the financial performance of its operating companies. The principal activity of the Group is the provision of communications services worldwide. WPP complements the operating companies in three distinct ways:

- firstly, WPP relieves them of much administrative work. Financial matters (such as planning, budgeting, reporting, control, treasury, tax, mergers, acquisitions, investor relations, legal affairs and internal audit) are co-ordinated centrally.
- secondly, WPP encourages and enables operating companies of different disciplines to work together, both for the benefit of clients and for the job satisfaction of WPP’s people. WPP also plays an across-the-Group role in the following functions: the management of talent, including recruitment and training; in property management; and in procurement, information technology and knowledge sharing.
- and, finally, WPP itself can function as the 21st century equivalent of the full-service agency. For some clients, predominantly those with a vast geographical spread and a need for marketing services ranging from advertising through design and website construction to research and internal communications, WPP can act as a portal to provide a single point of contact and accountability.

WPP operates with a limited group of approximately 300 people at the centre in London, New York, Shanghai and São Paulo.

Business Overview

The 2007 figures referred to below relate to the Issuer’s audited financial results for the year ended 31 December 2007.

The Group's business comprises the provision of communications services on a national, multinational and global basis. For the year ended 31 December 2007, the Group had revenue of approximately £6,186 million and reported operating profit of approximately £805 million compared with £5,908 million and £742 million respectively for the year ended 31 December 2006. As of 31 December 2007, the Group had approximately 110,000 full-time employees (including associates) located in approximately 2000 offices in 106 countries.

The Group organises its businesses in the following four operating segments: Advertising and Media Investment Management (the largest segment); Information, Insight & Consultancy; Public Relations & Public Affairs; and Branding & Identity, Healthcare and Specialist Communications (including direct, interactive and internet marketing).

The following table shows, for 2007 and 2006, reported revenue attributable to each business segment in which the Group operates:

<i>Revenue</i>	<i>Total in</i>		<i>Total in</i>	
	<i>2007</i>	<i>2007</i>	<i>2006</i>	<i>2006</i>
	<i>(£m)</i>	<i>(%)</i>	<i>(£m)</i>	<i>(%)</i>
Advertising and Media Investment Management	2,871.3	46.4	2,806.9	47.5
Information, Insight & Consultancy	905.4	14.6	892.9	15.1
Public Relations & Public Affairs	641.4	10.4	595.7	10.1
Branding & Identity, Healthcare and Specialist Communications	1,767.8	28.6	1,612.3	27.3
Total	<u>6,185.9</u>	<u>100.0</u>	<u>5,907.8</u>	<u>100.0</u>

The Company's principal activities within each of its business segments are described below.

Advertising and Media Investment Management

Advertising

The principal functions of an advertising agency are the planning and creation of marketing and branding campaigns and the design and production of advertisements for all types of media such as television, cable, the internet, radio, magazines, newspapers and outdoor locations such as billboards.

The Group's advertising agencies include Ogilvy & Mather Worldwide, JWT, Y&R, Grey Worldwide, the Voluntarily United Group of Creative Agencies, and Bates 141. The Company also owns interests in Asatsu-DK (22.91 per cent.); GHIR, Inc (29 per cent.); Singleton, Ogilvy & Mather in Australia (33.3 per cent.) and DYP Tokyo (49.0 per cent.).

Ogilvy & Mather Worldwide. Ogilvy & Mather is a full-service multinational advertising agency. Ogilvy & Mather was formed in 1948 and is headquartered in New York. Its strategy includes an integrated service offering known as 360 Degree Brand Stewardship®, a business platform that enables Ogilvy & Mather to integrate its growing range of disciplines which now include OgilvyAction, Ogilvy's brand activation company, Ogilvy Public Relations Worldwide and Ogilvy Healthworld. Ogilvy has also brought digital and direct media back into their operations in 2005 as Neo@Ogilvy.

JWT. JWT, one of the world's first advertising agencies, was founded in 1864 and is a full service multinational advertising agency headquartered in New York. JWT's relationships with a number of its major clients have been in existence for many years, exhibiting, management believes, an ability to adapt to meet the clients' and market's new demands.

Y&R. Y&R, a full-service multinational advertising agency network headquartered in New York, was formed in 1923 and is now part of a collaborative, multidisciplinary model under Young & Rubicam Brands. Y&R's clients also benefit from Y&R's continued investments in its proprietary brand management tool, BrandAsset ® Valuator.

Grey Worldwide. Grey commenced operations in 1917 and was incorporated in 1925 as Grey Advertising Inc. Grey has offices in approximately 90 countries and was acquired by WPP in March 2005.

The Voluntarily United Group of Creative Agencies. In late 2005, WPP's Red Cell network was split in two parts, with nine of the former Red Cell offices forming the Voluntarily United Group of Creative Agencies. The group now includes Senora Rushmore United, Madrid; Berlin Cameron United, New York; Cole & Weber United, Seattle; WM United, Buenos Aires; United London; 1861 United, Milan; LDV United, Antwerp; BTS United, Oslo; and Les Ouvriers du Paradis United, Paris.

Bates 141 is an Asia-dedicated advertising and brand activation network. During 2005-2006, the company integrated the brand activation activities of 141 into its core offering; in 2007 several acquisitions were made to broaden the company's geographic coverage in key disciplines.

Media Investment Management

GroupM is WPP's consolidated media investment management operation, serving as the parent company to agencies including MediaCom, Mediaedge:cia and MindShare. With its agencies, GroupM has capabilities in business science, consumer insight, communications and media planning, implementation, interactions, content development, and sports and entertainment marketing. The primary purpose of GroupM is to maximise the performance of WPP's media agencies, operating not only as their parent company, but as collaborator on performance-enhancing activities, such as trading, finance, tool development and other business-critical capabilities, in order to leverage the combination of GroupM's scale and talent resources.

MediaCom. MediaCom became part of GroupM following the Grey acquisition in March 2005 and, as a part of the WPP family, was able to work together with sister media agencies, beginning to develop synergies in a number of relevant professional areas.

Mediaedge:cia. Mediaedge:cia was formed following the Group's acquisition of Tempus in 2001 with the merger of its core brand CIA with The MediaEdge. In addition to its media planning and implementation capability, Mediaedge:cia has established and is growing its operations in interaction (digital, direct & search), entertainment marketing, sports, sponsorship and event marketing, cause-related marketing, content development, return on investment (ROI) and consumer insights, and is now developing a retail marketing practice.

MindShare. MindShare was originally formed from the merger of the media departments of JWT and Ogilvy & Mather. MindShare has recently made significant investments in developing strategic resources, especially in the areas of communications planning, content, insights, digital and ROI, with its ambition moving from being marketing partners for their clients to being their business partners.

Information, Insight & Consultancy

To help optimise its worldwide research offering to clients, the Group's separate global research and strategic marketing consultancy businesses, which are described below, are managed on a centralised basis under the umbrella of the Kantar Group. The principal interests comprising the Kantar Group are:

Research International. RI, a large custom research company, specialises in a wide range of business sectors and areas of marketplace information including strategic market studies, brand positioning and equity research, customer satisfaction surveys, product development, international research and advanced modelling.

Millward Brown. MB is one of the world's leading companies in advertising research, including pre-testing, tracking and sales modelling, and offers a full range of services to help clients market their brands more effectively.

IMRB International. IMRB is a leading market research business in India.

Kantar Media Research. In 2008, KMR brought together Kantar's media audience research measurement assets to respond to client requirements in a new media environment. Products and services in

the KMR portfolio include TGI, KMR Software, IntelliQuest CIMS, MARS Pharma and MARS Medical, as well as TV ratings businesses and media solutions through its equity interests in the following principal subsidiaries and investments:

– *AGBNielsen Media Research*. AGBNielsen, a joint venture formed with VNU, is a leading provider of television audience measurement systems worldwide.

– *BMRB International*. BMRB is one of Europe’s largest and fastest growing full-service market research agencies. BMRB offers innovative research solutions through its network and partnerships with agencies worldwide.

– *IBOPE Media Information (the Group holds 31 per cent. of the total share capital)*. IBOPE is one of Latin America’s leading media research businesses, which services national and multinational clients throughout the region in measurement and analysis of television ratings and advertising expenditures.

Lightspeed Research. Lightspeed provides online consumer panel access for tracking and ad hoc studies. Lightspeed also offers online proprietary panel products and solutions for such specially consumer panels as healthcare, financial services, expectant and new mothers, automotive and family.

Public Relations & Public Affairs

Public relations and public affairs companies advise clients who are seeking to communicate with consumers, governments and/or the business and financial communities. Public relations and public affairs activities include national and international corporate, financial and marketing communications, crisis management, reputation management, public affairs and government lobbying. The Company’s global networks in this area are Burson-Marsteller, Hill & Knowlton, Ogilvy Public Relations Worldwide, Cohn & Wolfe and GCI Group.

Burson-Marsteller. B-M, founded in 1953 and part of Young & Rubicam Brands, specialises in corporate and marketing communications, business-to-business services, crisis management, employee relations and government relations. The B-M network includes the businesses of Marsteller, a full service multimedia agency, and public affairs companies BKSH and Penn, Schoen & Berland.

Hill & Knowlton. H&K, founded in 1927, is a worldwide public relations and public affairs firm headquartered in New York. H&K provides national and multinational clients with a wide range of communications services including corporate and financial public relations, marketing communications, internal communication, change management, crisis communications and public affairs counselling. The Hill & Knowlton network also includes the businesses of Blanc & Otus, H&K’s stand-alone technology company, and Wexler & Walker Public Policy Associates.

Ogilvy Public Relations Worldwide. Part of the Ogilvy & Mather Worldwide network, OPR is a leading public relations and public affairs firm based in New York with practice areas in marketing, health and medical, corporate public affairs and technology and social marketing. The firm has offices in key financial, governmental and media centres as well as relationships with affiliates worldwide.

Cohn & Wolfe. C&W, a Young & Rubicam Brands company, is an international public relations agency established in 1970. It offers marketing-related public relations for its clients and provides its clients with business results and marketing communications solutions.

GCI Group. GCI Group, Grey’s global public relations firm and part of Grey Group has expertise in five practices: consumer marketing, corporate, digital media, healthcare and technology.

Others. The Group includes a number of other companies specialising in Public Relations & Public Affairs, including Buchanan Communications, Clarion Communications, Finsbury, Quinn Gillespie, Robinson Lerer & Montgomery (a Young & Rubicam Brands company), Timmons and Company and Chime Communications (21.8 per cent.).

Branding & Identity, Healthcare and Specialist Communications

The Group's activities in this business area include branding and identity, healthcare communications, direct, digital, promotion and interactive marketing and other specialist communications services including custom media, demographic and sector marketing, sports marketing, and media and film production services.

Branding and identity

B to D Group. This branding and design entity, formed in 2005, consists of Landor Associates (a Young & Rubicam Brands company), The Brand Union (formerly Enterprise IG), VBAT, Addison Corporate Marketing, Lambie-Nairn and The Partners (a Young & Rubicam Brands company). The mission of the B to D Group is to maximise and leverage the strengths of each individual company in order to offer clients and prospects the most complete and compelling branding and design solutions. As part of the Group, the companies have access to new clients and untapped markets, as well as resources such as advanced knowledge sharing systems and financial tools. Employee exchange further enables the companies to share top-level strategic thinking, creativity and cultural knowledge.

Fitch. Fitch is a leading brand and design consultancy, operating across the three main geographical areas (Europe, the United States and Asia Pacific) for multinational clients and for those regional clients standing to benefit from a globally informed multidisciplinary approach.

BDG McColl, Edinburgh-based architects and interior designers, specialising in the design of commercial buildings and interiors.

BDGworkfutures is an international design consultancy focusing on strategy and design for working environments, working with corporate clients and within the Government sector.

Healthcare Communications

The Group has extensive expertise in healthcare communications, including the global networks of CommonHealth, Sudler & Hennessey (a Young & Rubicam Brands company), Ogilvy Healthworld (part of the Ogilvy & Mather Worldwide network) and Grey Healthcare Group (part of Grey Group).

Specialist Communications

Direct, digital, promotion and interactive marketing

The Group has a number of operating businesses in this category, including:

- *A. Eicoff & Co,* which specialises in targeted cable and broadcast television advertising.
- *Bridge Worldwide,* acquired in 2005, which brings strong capabilities in the interactive and relationship marketing space.
- *EWA,* which specialises in data and relationship management services.
- *G2,* part of Grey Group, unifies all of its specialised marketing communications services into a global network providing services in branding and design, data consulting, direct communications, interactive marketing, and promotional, trade and shopper marketing.
- *Headcount Worldwide Field Marketing,* which offers field marketing and brand development services, supported by strong customer relationship skills.
- *KnowledgeBase Marketing* ("KBM"), a Young & Rubicam Brands company, which provides information-based marketing solutions to businesses in targeted high-growth industries. KBM's capabilities include data warehousing, data mining, information services and data analysis.
- *Mando Brand Assurance,* a UK-based global promotional risk management company, underwriting marketing activity for major international brands.

- *OgilvyOne Worldwide*, part of the Ogilvy & Mather Worldwide network, which is a direct marketing group, offering online marketing consulting and also traditional direct marketing communications such as direct response advertising techniques.
- *RMG Connect*, a global operation which consolidates all of JWT's customer relationship marketing offerings.
- *VML*, headquartered in Kansas City and part of Young & Rubicam Brands, and which specialises in digital and interactive services.
- *Wunderman*, part of Young & Rubicam Brands, an integrated marketing solutions company that delivers customer relationship management services to its clients. Since 2005, Wunderman has acquired several digital companies, including Aqua Online, AGENDA, Blast Radius and ZAAZ, to enhance its offer to clients.
- *Ogilvy Action*, part of the Ogilvy & Mather Worldwide network, is a global marketing services network whose offers include shopper & trade marketing, experiential marketing, digital, retail design and sports & entertainment sponsorship.
- *Warwicks*, a design and publishing company, specialising in the design and production of sales, promotion, public relations and service literature for a diverse range of companies.
- *WPP Digital*, which makes acquisitions and strategic investments in companies that improve the Group's digital offer and its understanding of the digital space and provides access for WPP companies and their clients to a portfolio of digital experts. WPP Digital comprises a number of full-service interactive agencies, including Schematic, BLUE and Quasar, technology-led digital marketing company 24/7 Real Media, as well as investments in businesses providing creative services, analytics, mobile marketing, in-game advertising, video and social networking services.

Custom media

- *Forward* is a full service custom media specialist, whose services include magazines, catalogues, magalogues, mini-zines, e-zines, web content and direct mail.
- *Spafax* creates entertainment and communication experiences for customers and travellers both onboard and on the ground, specialising in inflight entertainment, revenue generation, publishing and technical solutions.

Demographic and sector marketing

Corporate/B2B

- *Ogilvy Primary Contact* is a UK-based provider of business-to-business, financial and corporate advertising.

Demographic marketing

- The Bravo Group, MosaicaMD, Kang & Lee and WINGLATINO create multicultural marketing and communications programmes targeted to the fast-growing US Hispanic, Afro-American and Asian communities. Their multidisciplinary services include advertising, promotion and event marketing, public relations, research and direct marketing. The Bravo Group, MosaicaMD and Kang & Lee are part of Young & Rubicam Brands. WINGLATINO is part of Grey Group.

Event/face-to-face marketing

- *MJM* is a full-service communications company for live events, meetings, exhibits, trade shows, brand theatre and training, serving clients around the world.

Foodservice marketing

- *The Food Group* specialises in targeted food advertising, marketing, and culinary and technology solutions. In 2007, the company added a new division, Nutrition and Culinary Consultants (NCC) which provides strategic, science-based guidance to the food, beverage and wellness industries.

Youth marketing

- *The Geppetto Group* assists clients in communicating their products and services to the youth market (children and teenagers) and implementing creative branding solutions.

Real estate marketing

- *Pace* is one of the largest specialists in the real estate communications market in the United States, offering comprehensive services in the marketing of both commercial and residential property to developers, builders and real estate agents.

Technology marketing

- *Banner Corporation* is a European marketing communications firm specialising in the technology sector. Banner is part of Young & Rubicam Brands.

Sports marketing

- *Global Sportnet* is an international sports and entertainment marketing agency specialising in the marketing of exclusive and worldwide broadcasting and marketing rights to European football matches and the sponsorship consultancy of blue-chip clients across various sports. They also launched the Performance joint venture with MindShare to create a dedicated sports and entertainment sponsorship consultancy.
- *PRISM Group*, on a global basis, offers sports marketing and consultancy, event management, public relations and communication design.
- *PSM* is a London-based sponsorship marketing consultancy.

Media & production services

- *Metro Group* provides a diverse range of technical and creative services, including multimedia, film, video and asset archiving, equipment sales and post-production systems to clients in the UK.
- *The Farm Group*, headquartered in the UK, is a film and video production services company.

Manufacturing

The original business of the Group remains as the manufacturing division, which operates through subsidiaries of Wire and Plastic Products Limited. The division produces a wide range of products for commercial, industrial and retail applications.

Clients

The Group services over 340 of the Fortune Global 500 companies, over one-half of the Nasdaq 100, over 30 of the Fortune e-50, and approximately 610 national or multinational clients in three or more disciplines. More than 370 clients are served in four disciplines and these clients account for over 58 per cent. of Group revenues. The Group also works with over 270 clients in six or more countries.

Acquisitions

In 2007, in addition to the acquisition of 24/7 Real Media Inc. for approximately £300 million, the Group continued to make small to medium-sized acquisitions and/or investments in high growth geographical or functional areas. The net initial cost of all acquisitions was £579 million in cash, in Advertising and Media Investment Management in the United States (including digital), the United Kingdom, Austria, France, Germany (including digital), Hungary, the Netherlands (including digital), Russia, Spain, South Africa, Brazil, Colombia, Australia, China and Japan; in Information, Insight & Consultancy in the United States and the United Kingdom; in Public Relations & Public Affairs in the United States; in Branding & Identity in Ireland and Dubai; in Healthcare in the United Kingdom and in direct, interactive and internet marketing in the United States, Canada, Belgium, Germany, South Africa, the Middle East, Brazil, Chile, Mexico, Korea and Singapore.

Recent Developments

On 3 May 2008 WPP submitted a proposal to the board of Taylor Nelson Sofres plc (“TNS”), a UK market research company with a market capitalisation as at 2 May 2008 of approximately £866 million, in relation to a possible offer to acquire all of the issued share capital of TNS. On 4 May 2008 TNS, which had previously announced it is in merger discussions with GfK AG, issued a press release rejecting the WPP proposal. On 6 May 2008, WPP issued a press release indicating that it is continuing to review its position. If the proposal proceeds and WPP is able to combine TNS with the Kantar Group, this would create the second largest insight, information and consultancy group globally, with leadership positions in a number of geographic, practice and service areas. On 7 May 2008 Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc., announced that it had put WPP on CreditWatch with negative implications, primarily to reflect the current uncertainties relating to the impact that the acquisition of TNS, if successful, would have on WPP’s business and financial profile. There is no certainty that any offer will ultimately be made by WPP for TNS or as to the terms of any such offer.

Administrative, Management and Supervisory Bodies

Directors and executive officers of WPP

The directors and executive officers of WPP and their principal functions are as follows:

Philip Lader, Non-executive chairman. Philip Lader is a Senior Advisor to Morgan Stanley, a director of RAND, Marathon Oil, AES Corporations and Songbird Estates plc (Canary Wharf), a member of the Council of Lloyd’s (Insurance Market), a trustee of Smithsonian Museum of American History and a member of the Council on Foreign Relations.

Sir Martin Sorrell, Chief executive. Sir Martin Sorrell joined WPP in 1986 as a director, becoming Group Chief Executive in the same year. He is a member of the Formula One Board.

Paul Richardson, Finance director. Paul Richardson is responsible for the Group’s worldwide functions in finance, information technology, procurement, property, treasury, taxation, internal audit and corporate responsibility. He is also the country manager for Italy and a fellow of the Association of Corporate Treasurers. He is a non-executive director of Chime Communications PLC and STW Communications Group Limited in Australia, both of which are companies associated with the Group.

Mark Read, Strategy director. Mark Read has been WPP’s director of strategy since 2002 and is also CEO of WPP Digital. He worked at WPP between 1989 and 1995 in both parent company and operating

company roles. He is a non-executive director of CHI & Partners and sits on the Supervisory Board of HighCo., both of which are companies associated with the Group.

Colin Day, Non-executive director. Colin Day is group finance director of Reckitt Benckiser plc.

Esther Dyson, Non-executive director. Esther Dyson sits on the boards of IT start-ups including Boxbe (US), NewspaperDirect (Canada), Eventful.com (US), Meetup Inc. (US), Yandex (Russia), Midentity (UK), Evernote (USA) and CVO Group (Hungary). She operates as an independent investor and entrepreneur under the name of EDventure. She currently sits on the board of the Sunlight Foundation.

Orit Gadiesh, Non-executive director. Orit Gadiesh is chairman of Bain & Company, Inc. She is a member of the International Advisory Board at the Haute Ecole Commerciale in France. She is a member of the Foundation Board for the World Economic Forum, and on the Board of Directors of The Peres Institute for Peace. She is a member of the Council on Foreign Relations, a trustee for Eisenhower Fellowships and a committee member of the Metropolitan Museum of Art, New York.

David H. Komansky, Non-executive director. Among many professional affiliations, David Komansky serves as a director of BlackRock, Inc. and as a member of the International Advisory Board of the British American Business Council. Active in many civic and charitable organisations, he serves on the Board of the New York Presbyterian Hospital.

Christopher Mackenzie, Non-executive director. Christopher Mackenzie is chairman and chief executive of the Equilibrium Group, a London-based investor group and chairman of Borets, the Russian oil services group. He is also a board member of the Abdul Latif Jameel Group and KazMunaiGas Exploration & Production JSC.

Stanley (Bud) Morten, Non-executive director. Bud Morten is currently the Independent Consultant to Citigroup/Smith Barney with responsibility for its independent research requirements. He is also a non-executive director of The Motley Fool, Inc., which is a private company.

Koichiro Naganuma, Non-executive director. Koichiro Naganuma is president and group chief executive officer of Asatsu-DK, also known as ADK. ADK is Japan's third largest advertising and communications company, and ninth largest in the world. WPP took a 20 per cent. interest in ADK in 1998.

Lubna Olayan, Non-executive director. Lubna Olayan is the deputy chairman and chief executive officer of the Olayan Financing Company. She is a member of the Board of Saudi Hollandi Bank, of the Board of Directors of INSEAD and also the International Advisory Board of the Council on Foreign Relations. Ms Olayan joined the International Advisory Board of Rolls Royce in October 2006 and of Citi in 2007.

John Quelch, Non-executive director. He is Senior Associate Dean and Lincoln Filene Professor of Business Administration at Harvard Business School. He also serves as chairman of the Massachusetts Port Authority. He is a non-executive director of Inverness Medical Innovations, Inc., Pepsi Bottling Group Inc and Gentiva Health Services Inc.

Jeffrey A. Rosen, Non-executive director. He is a deputy chairman and managing director of Lazard. He is a member of the Council on Foreign Relations and is President of the Board of Trustees of the International Center of Photography in New York.

Paul Spencer, Non-executive director. He is the chairman of State Street Managed Pension Funds Ltd., the Association of Corporate Treasurers' Advisory Board, NS&I (National Savings) and Sovereign Reversions Group plc. He is also a non-executive director of Resolution Life Group plc and Nipponkoa Insurance (Europe) Ltd.

Timothy Shriver, Non-executive director. He is the Chairman of Special Olympics, Chairman of the Board of the Collaborative for Academic, Social and Emotional Learning, a member of the Council on Foreign Relations and a non-executive director of the National Center for Learning & Citizenship, Malaria No More and Neogenix. He serves on the advisory committee of Main Street Advisors and Leeds Equity.

Directors of WPP 2005 Limited

The directors of WPP 2005 Limited and their principal functions are as follows:

Sir Martin Sorrell, Chief executive. Sir Martin Sorrell joined WPP in 1986 as a director, becoming Group Chief Executive in the same year. He is a member of the Formula One Board.

Paul Richardson, Finance director. Paul Richardson is responsible for the Group's worldwide functions in finance, information technology, procurement, property, treasury, taxation, internal audit and corporate responsibility. He is also the country manager for Italy and a fellow of the Association of Corporate Treasurers. He is a non-executive director of Chime Communications PLC and STW Communications Group Limited in Australia, both of which are companies associated with the Group.

Mark Read, Strategy director. Mark Read has been WPP's director of strategy since 2002 and is also CEO of WPP Digital. He worked at WPP between 1989 and 1995 in both parent company and operating company roles. He is a non-executive director of CHI & Partners and sits on the Supervisory Board of HighCo., both of which are companies associated with the Group.

Chris Sweetland, Deputy finance director. Chris Sweetland has been WPP's deputy finance director since 2000. He has worked for WPP since 1989 in both parent company and operating company roles. He sits on the Supervisory Board of HighCo., a company associated with the Group.

The business address of each of the Directors is 27 Farm Street, London W1J 5RJ.

There are no potential conflicts of interest between the duties to either the Issuer or the Guarantor of each of the members of either of the Boards of Directors listed above and his or her private interests or other duties, other than the roles mentioned above undertaken by Paul Richardson in Chime Communications PLC and STW Communications Group Limited, by Koichiro Naganuma in Asatsu-DK, by Mark Read in CHI & Partners and HighCo. and by Chris Sweetland in HighCo., each of which companies competes with the Group in specific markets.

TAXATION

The comments below are of a general nature based on the Issuer's understanding of current United Kingdom law and HM Revenue & Customs practice relating to certain aspects of United Kingdom taxation and are not intended to be exhaustive. They do not necessarily apply where the income is deemed for tax purposes to be the income of any other person. They relate only to the position of persons who are the absolute beneficial owners of their Bonds and Coupons and may not apply to certain classes of persons such as dealers or certain professional investors. The United Kingdom tax treatment of prospective Bondholders depends on their individual circumstances and may be subject to change in the future. Any Bondholders who may be subject to tax in a jurisdiction other than the United Kingdom or who are in doubt as to their own tax position should consult their professional advisers.

United Kingdom Taxation

1. Interest

While the Bonds continue to be listed on a recognised stock exchange within the meaning of Section 1005 Income Tax Act 2007, payments of interest by the Issuer may be made without withholding or deduction for or on account of income tax. The London Stock Exchange is a recognised stock exchange for these purposes. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List by the United Kingdom Listing Authority and are admitted to trading on the London Stock Exchange.

Persons in the United Kingdom paying interest to or receiving interest on behalf of another person who is an individual may be required to provide certain information to HM Revenue & Customs regarding the identity of the payee or person entitled to the interest and, in certain circumstances, such information may be exchanged with tax authorities in other countries.

If the Bonds cease to be listed, interest will generally be paid under deduction of income tax at the savings rate (currently 20 per cent.) (and if the Finance Bill 2008 is enacted in its current form, retroactively from 6 April 2008, at the basic rate which would also be 20 per cent.) unless:

- (i) when that interest is paid the company which makes the payment reasonably believes that the person beneficially entitled to the interest is:
 - (a) a company resident in the United Kingdom; or
 - (b) a company not resident in the United Kingdom which carries on a trade or vocation in the United Kingdom through a permanent establishment and which brings into account the interest in computing its United Kingdom taxable profits; or
 - (c) a partnership each member of which is a company referred to in (a) or (b) above or a combination of companies referred to in (a) or (b) above;

provided that HM Revenue & Customs has not given a direction that the interest should be paid under deduction of tax;

or

- (ii) the Issuer has received a direction to the contrary from HM Revenue & Customs in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty;

or

- (iii) another exemption or relief applies.

The interest has a United Kingdom source and accordingly may be chargeable to United Kingdom tax by direct assessment. Where the interest is paid without withholding or deduction, the interest will not be

assessed to United Kingdom tax in the hands of holders of the Bonds who are not resident in the United Kingdom, except where the Bondholder carries on a trade, profession or vocation through a branch or agency, or in the case of a corporate holder, carries on a trade or vocation through a permanent establishment in the United Kingdom in connection with which the interest is received or to which the Bonds are attributable, in which case (subject to exemptions for interest received by certain categories of agent) tax may be levied on the United Kingdom branch or agency or permanent establishment.

If interest were paid under deduction of United Kingdom income tax (e.g. if the Bonds lost their listing), Bondholders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in an applicable double taxation treaty.

Bondholders should note that the provisions relating to additional amounts referred to in “*Terms and Conditions of the Bonds – Taxation*” above would not apply if HM Revenue & Customs sought to assess directly the person entitled to the relevant interest to United Kingdom tax. However exemption from, or reduction of, such United Kingdom tax liability might be available under an applicable double taxation treaty.

2. EU Directive on the Taxation of Savings Income

The EU has adopted a Directive regarding the taxation of savings income. The Directive requires Member States to provide to the tax authorities of other Member States details of payments of interest and other similar income paid by a person to an individual or to certain other persons in another Member State, except that Austria, Belgium and Luxembourg may instead impose a withholding system for a transitional period unless during such period they elect otherwise (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

3. Taxation of Disposal (including redemption) and Return

Corporate Bondholders

Bondholders within the charge to United Kingdom corporation tax (including non-resident Bondholders whose Bonds are used, held or acquired for the purposes of a trade or vocation carried on in the United Kingdom through a permanent establishment) will be subject to tax as income on all profits and gains from, and fluctuations in value of, the Bonds (whether attributable to currency fluctuations or otherwise) broadly in accordance with their statutory accounting treatment. Such Bondholders will generally be charged to tax in each accounting period by reference to interest and other amounts which in accordance with generally accepted accounting practice are recognised in determining the Bondholder’s profit or loss for that period.

Other Bondholders

Qualifying Corporate Bonds

A disposal of Bonds by an individual Bondholder who is resident or ordinarily resident in the United Kingdom or who carries on a trade, profession or vocation in the United Kingdom through a branch or agency to which the Bonds are attributable, may give rise to a chargeable gain or allowable loss for the purposes of the United Kingdom taxation of chargeable gains.

Accrued Income Scheme

A transfer of a Bond by a holder resident or ordinarily resident for tax purposes in the United Kingdom or who carries on a trade, profession or vocation in the United Kingdom through a branch or agency to which the Bond is attributable may give rise to a charge to tax on income in respect of an amount representing interest on the Bond which has accrued since the preceding interest payment date.

4. United Kingdom Stamp Duty and Stamp Duty Reserve Tax

No United Kingdom Stamp Duty or Stamp Duty Reserve Tax is payable on the issue or transfer by delivery of a Bond or on its redemption.

SUBSCRIPTION AND SALE

Barclays Bank PLC, BNP PARIBAS, HSBC Bank plc and The Royal Bank of Scotland plc and Banca IMI S.p.A., Banco Santander S.A., Banc of America Securities Limited, CALYON, Citigroup Global Markets Limited, Daiwa Securities SMBC Europe Limited, Goldman Sachs International, Merrill Lynch International, Morgan Stanley & Co. International plc, Nordea Bank Danmark A/S and Wachovia Securities International Limited (the “**Managers**”) have, pursuant to a subscription agreement dated 12 May 2008 (the “**Subscription Agreement**”), jointly and severally agreed with the Issuer and the Guarantor, subject to the satisfaction of certain conditions, to subscribe the Bonds at 99.788 per cent. of their principal amount. The Issuer (failing whom the Guarantor) has agreed to pay to the Managers a combined management, underwriting and selling commission of 0.35 per cent. of such principal amount. In addition, the Issuer (failing whom the Guarantor) has agreed to reimburse the Managers for certain of their expenses in connection with the issue of the Bonds. The Subscription Agreement entitles the Managers to terminate it in certain circumstances prior to payment being made to the Issuer.

Selling Restrictions

United States

The Bonds and the Guarantee have not been and will not be registered under the U.S. Securities Act 1933, as amended (the “**Securities Act**”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Bonds are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

Each Manager has agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Bonds, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date (as defined in the Subscription Agreement) within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Bonds during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering, an offer or sale of Bonds within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

United Kingdom

Each Manager has represented, warranted and agreed that:

1. it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “**FSMA**”)) received by it in connection with the issue or sale of any Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor;
2. it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Bonds in, from or otherwise involving the United Kingdom.

General

No action has been taken in any jurisdiction by the Managers or the Issuer or the Guarantor that would permit a public offering of the Bonds, or possession or distribution of the Prospectus (in preliminary, proof or final form) or any other offering or publicity material relating to the Bonds, in any country or jurisdiction where action for that purpose is required. Accordingly, each Manager has agreed that it will not, directly or indirectly, offer or sell any Bonds or have in its possession, distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations.

Each Manager has undertaken to comply with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Bonds or has in its possession or distributes the Prospectus (in preliminary, proof or final form) or any such other material, in all cases at its own expense.

GENERAL INFORMATION

1. The admission of the Bonds to the Official List will be expressed as a percentage of their nominal amount (exclusive of accrued interest). It is expected that admission of the Bonds to the Official List and admission of the Bonds to trading on the Market will be granted on or about 15 May 2008, subject only to the issue of the Temporary Global Bond. Prior to official listing and admission to trading, however, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions will normally be effected for delivery on the third working day after the day of the transaction.
2. Each of the Issuer and the Guarantor has obtained all necessary consents, approvals and authorisations in England and Wales in connection with the issue and performance of the Bonds and the Guarantee. The issue of the Bonds was authorised by a resolution of the Board of Directors of the Issuer passed on 16 April 2008 and by a resolution of a Committee of the Board of Directors of the Issuer passed on 6 May 2008, and the giving of the Guarantee by the Guarantor was authorised by a resolution of the Board of Directors of the Guarantor on 2 May 2008.
3. There has been no significant change in the financial or trading position of the Issuer and its subsidiaries since 31 December 2007, and no significant change in the financial or trading position of the Guarantor and its subsidiaries since 31 December 2006. There has been no material adverse change in the financial position or prospects of the Issuer and its subsidiaries since 31 December 2007, and no material adverse change in the financial position or prospects of the Guarantor and its subsidiaries since 31 December 2006.
4. None of the Issuer and its subsidiaries or the Guarantor and its subsidiaries is, or has been, involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or the Guarantor is aware) during the 12 months preceding the date of this Prospectus which may have or has had in the recent past significant effects on the financial position or profitability of the Issuer and its subsidiaries or the Guarantor and its subsidiaries.
5. Each Bond and Coupon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
6. The Bonds have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records) with a Common Code of 036232951. The International Securities Identification Number (ISIN) for the Bonds is XS0362329517.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy L-1855 Luxembourg.

7. For the period of 12 months starting on the date on which this Prospectus is made available to the public, copies of the following documents will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the office of Allen & Overy LLP, One Bishops Square, London E1 6AD:
 - (a) the Trust Deed (which includes the form of the Temporary Global Bond, the Global Bond and the definitive Bonds);
 - (b) the Memorandum and Articles of Association of each of the Issuer and the Guarantor;
 - (c) the published annual report and audited consolidated accounts of the Issuer for the years ended 31 December 2006 and 2007, and the audited consolidated annual accounts of the Guarantor for the years ended 31 December 2005 and 2006;
 - (d) a copy of this Prospectus together with any supplement to this Prospectus or further Prospectus;
 - (e) a copy of the Subscription Agreement; and

(f) a copy of the Agency Agreement.

In addition, the Prospectus and each of the documents incorporated by reference will be published on the website of the Regulatory News Service operated by the London Stock Exchange at www.londonstockexchange.com/en-gb/pricesnews/marketnews/.

8. Deloitte & Touche LLP of 2 New Street Square, EC4A 3BZ (authorised and regulated by the Financial Services Authority for designated investment business) have for the two years ended 31 December 2005 and 31 December 2006, audited, and rendered unqualified audit reports on, the accounts of the Guarantor and the Issuer respectively.
9. For investors in the Bonds, the issue price is 99.788 per cent. and the yield is 6.660 per cent., calculated on an annual basis.

Head Office of the Issuer

WPP Group plc
27 Farm Street
London W1J 5RJ

Head Office of the Guarantor

WPP 2005 Limited
27 Farm Street
London W1J 5RJ

Auditor of the Issuer and the Guarantor

Deloitte & Touche LLP
2 New Street Square
London EC4A 3BZ

Trustee

Citicorp Trustee Company Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Principal Paying Agent

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Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

Paying Agent

**Citigroup Global Markets
Deutschland AG & Co KGaA**
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Legal Advisers

To the Issuer and the Guarantor as to English law *To the Managers and the Trustee as to English law*

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