

TO:
MMS UK Holdings Limited
Pembroke Building
Kensington Village
Avonmore Road
London
W14 8DG

26 January 2011

Dear Sirs,

Proposed offer by the Offeror for Chemistry Communications Group plc (the "Target")

- 1 I understand that:
 - 1.1 the Offeror intends to make an offer (the "**Offer**") to acquire all of the issued and to be issued ordinary shares of 1p each (the "**Ordinary Shares**") in the capital of the Target at the time of publishing the document containing the formal terms of the Offer (the "**Offer Document**");
 - 1.2 the Offer will be at a price of 37p for each Ordinary Share (the "**Offer Price**") and the Offer will be otherwise substantially on the terms and subject to the conditions referred to in the attached draft press announcement (the "**Press Announcement**"), together with such additional terms and conditions as may be required to comply with the requirements of:
 - (a) the Panel on Takeovers and Mergers (the "**Panel**") and the City Code on Takeovers and Mergers (the "**Code**"); and
 - (b) the PLUS Rules for Issuers (the "**PLUS Rules**"); and
 - (c) any other applicable law or regulation; and
 - 1.3 the Offer will extend to any Ordinary Shares issued while the Offer remains open for acceptance and the expression "**Ordinary Shares**" in this undertaking shall be construed accordingly.
- 2 I hereby warrant and undertake to you that:
 - 2.1 the number of Ordinary Shares in the capital of the Target specified in column 1 of Schedule 1 to this undertaking includes all the shares and interests (as such term is defined in sections 820 to 825 of the Companies Act 2006) in the Target registered in my name and/or beneficially owned by me (the "**Committed Shares**");
 - 2.2 the Committed Shares are held free from any lien, charge or other encumbrance, equity or third party right of any nature and together with all rights attached to them or subsequently attaching to them including the right to all dividends other than as set out in the Press Announcement and other distributions (if any) declared, paid or made on the Committed Shares after the date of this undertaking; and

- 2.3 I have the right to transfer (or procure the transfer of) the full legal and beneficial interest in the Committed Shares and I have full power and authority to enter into this undertaking and, upon the Offer being made, will continue to have full power and authority to accept or procure the acceptance of the Offer in respect of the Committed Shares.
- 3 I irrevocably undertake to accept or procure the irrevocable acceptance of the Offer (or any revised or increased offer which may be made by or on behalf of the Offeror) in respect of:
- 3.1 the Committed Shares;
- 3.2 any other Ordinary Shares of which I may become the registered holder(s) or beneficial owner(s) after signing this undertaking and before the Offer becomes unconditional in all respects or lapses or is withdrawn; and
- 3.3 any other Ordinary Shares attributable to or deriving from the shares referred to in clauses 3.1 and 3.2 (collectively and severally the "Shares").
- 4 Without prejudice to my obligations contained in clause 6, I agree to fulfil the undertaking in this clause 4 in respect of the Shares by no later than 3.00 p.m. on the fifth business day after the date of despatch of the Offer Document or, in relation to Ordinary Shares falling within either sub-clauses 3.2 or 3.3, as soon as reasonably practicable after we become the registered or beneficial holder(s) of such Ordinary Shares), either:
- 4.1 in respect of certificated Shares by returning, or procuring the return of, to the Offeror, (or as the Offeror may direct, a duly completed and signed form of acceptance in respect of the Offer, together with (to the extent not already delivered pursuant to clause 6 below) the share certificates and/or other documents of title and/or evidence of authority in accordance with the terms of the Offer; or
- 4.2 in respect of uncertificated Shares by sending (or procuring to be sent by any CREST sponsor) to Euroclear UK and Ireland Limited the relevant Transfer to Escrow instruction accepting the Offer (in accordance with the procedures set out in the Offer Document) in respect of such Shares.
- 5 I undertake that the Offeror will acquire the Shares pursuant to the Offer free from any liens, charges, or other encumbrances, equities or other third party rights of any nature and together with all rights attached to them or subsequently attaching to them including the right to all dividends and other distributions (if any) declared, made or paid after the date of this undertaking (other than as provided in the Press Announcement).
- 6 In order to secure the performance of my obligations under clause 3 I irrevocably appoint any director for the time being of the Offeror to be my attorney in my name and on my behalf to execute a form or forms of acceptance of the Offer in respect of the Shares and/or such other documents and to do such other acts and things as may be necessary to accept (or procure the acceptance of) the Offer in respect of the Shares if on the expiry of the fifth business day after the date of despatch of the Offer Document I have failed to comply with my obligations in clause 3 of this undertaking and I hereby agree that this power of attorney is given by way of security and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971.

- 7 Even if the terms of the Offer or the rules of the Code give accepting shareholders the right to withdraw acceptances, I shall not withdraw or procure the withdrawal of acceptances in respect of the Shares (except in the case of a Higher Offer).
- 8 Unless and until the Offer becomes or is declared unconditional in all respects, lapses or is withdrawn I shall:
- 8.1 exercise or procure (to the extent I am able) the exercise of the voting rights attached to the Shares as instructed by the Offeror on any resolution which would assist implementation of the Offer if it were passed or rejected at a general or class meeting of the Target;
- 8.2 not, without the prior written consent of Offeror, request or join in a request for any general or class meeting of the Target for the purpose of considering any such resolution;
- 8.3 not vote in favour of any resolution or take any action or permit any action to be taken which might result in an acquisition or a disposal of the business or any assets of a material amount (as defined in note 2 to rule 21.1 of the Code) of any member of the Target's Group or which may commit any member of the Target's Group to any material, contractual obligation or contingent liability;
- 8.4 not take any deliberate action or knowingly make any statement which is materially prejudicial to the success of the Offer and in particular (but without limitation) I shall not:
- (a) accept (whether conditionally or unconditionally) any other offer (except a Higher Offer) in respect of all or any of the Shares nor, except pursuant to the Offer or a Higher Offer, dispose of, charge, pledge or otherwise encumber or grant any option or other right over or otherwise deal with any of the Shares or any interest therein; and
 - (b) make any offer to acquire the whole or any part of the issued share capital of the Target nor permit any company in which I, directly or indirectly, have a controlling interest to make such an offer nor shall we initiate or permit any such company to initiate any approach for the purpose of securing a competitive offer for any or all of the issued share capital of the Target; and
 - (c) directly or indirectly solicit or endeavour to solicit any person other than the Offeror to make any offer for any shares or other securities of the Target;
- 8.5 not acquire any shares or other securities of the Company (or any interest therein) (other than pursuant to the exercise of options or awards to acquire Ordinary Shares as disclosed in the Offer Document);
- 8.6 immediately inform you of any approach by a third party which may lead to an offer for the Target;
- 8.7 not procure or enter into any agreement or arrangement (whether conditional or unconditional) to do any or all of the acts referred to in this clause 8.
- 8.8 For the purposes of clause 8.4(b) "**controlling interest**" in a company means:
- (a) the holding of a majority of the voting rights in it;
 - (b) the right to appoint or remove a majority of its board of directors; or

- (c) the sole control, pursuant to an agreement with other shareholders, of a majority of the voting rights in it.
- 9 I irrevocably agree to:
- 9.1 the issue of the Press Announcement in the terms attached (including the references to me and to the terms of this undertaking), subject to any amendments which may be agreed by me or on my behalf by a member of the board of directors of the Target);
- 9.2 details of this undertaking and disclosable holdings of, and dealings in, relevant securities of the Target being set out in the Offer Document; and
- 9.3 this undertaking being available for inspection during the Offer period (as defined in the Code).
- 10 I shall supply you promptly on request with all information, including, without limitation, details of our interests and dealings in securities of the Offeror and the Target, and those of any other person interested in the Shares, as may be reasonably required, including without limitation, by the Code, the Panel, the FSA, the London Stock Exchange, any rules issued by either the FSA or the London Stock Exchange, the PLUS Rules, the Financial Services and Markets Act 2000 and the Companies Act 2006, for inclusion in the Offer Document. I shall notify you promptly upon becoming aware of any changes in the accuracy or import of such information.
- 11 The provisions of this undertaking will lapse if:
- 11.1 the Press Announcement is not released by 8.00 a.m. on 31 January 2011 following approval by the board of directors of the Offeror or a duly authorised committee of such board; or
- 11.2 the Offer Document is not sent to shareholders of the Target within 28 days (or such longer period as the Panel may agree being not more than six weeks) after the date of the Press Announcement; or
- 11.3 the Offer lapses or is withdrawn; or
- 11.4 on or before 12 noon on the fourteenth day following the date on which the Offer Document is published a third party announces a general offer, which is not, for the purposes of rule 2.7 of the Code, subject to a pre-condition to the making of the offer, to acquire all of the issued ordinary share capital of the Target on terms where the value of such offer is not less than 5 per cent higher than the Offer Price (a “**Higher Offer**”).
- 12 If this undertaking lapses, I shall have no claim against the Offeror and the Offeror shall have no claim against me.
- 13 Nothing in this undertaking shall oblige the Offeror to dispatch the Offer Document if the Offeror is not required to do so under the Code.
- 14 Any date, time or period referred to in this undertaking shall be of the essence except to the extent to which the Offeror and I agree (in writing) to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

- 15 To the extent any of the Shares are not registered in my name, I will use all reasonable endeavours to procure the registered holder(s) to act in accordance with the terms of this undertaking.
- 16 Except as expressly specified otherwise, the undertakings, agreements, warranties, representations, consents and waivers set out in this undertaking are unconditional and irrevocable.
- 17 References in this undertaking to:
- 17.1 **“Target Group”** mean the Target and all its subsidiaries and subsidiary undertakings for the time being;
- 17.2 **“subsidiaries”** include subsidiary undertakings;
- 17.3 **“subsidiaries”, “subsidiary undertakings”** and **“wholly-owned subsidiaries”** have the same meanings as in the Companies Act 2006;
- 17.4 **“interest”** and similar expressions have the same meanings as in Part 22 of the Companies Act 2006; and
- 17.5 **“writing”** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
- 18 In executing this document, I confirm that I am not a client of N.M. Rothschild & Sons Limited for the purposes of the rules of the Financial Services Authority and that accordingly, N.M. Rothschild & Sons Limited is not responsible to me for providing protections afforded to its clients or advising me on any matter relating to the Offer.
- 19 I further confirm that I have been given an adequate opportunity to consider whether or not I should give this undertaking and confirm that I have received independent advice about the nature of this undertaking.
- 20 Without prejudice to any other rights or remedies the Offeror may have, I agree that damages would not be an adequate remedy for breach of this undertaking and accordingly the Offeror shall be entitled, without proof of special damage, to the remedies of injunction, specific performance, and other equitable relief for any threatened, actual or potential breach of the provisions of this undertaking.
- 21 The rights, powers, remedies and privileges in this undertaking are not exclusive of any rights, powers, remedies, and privileges provided by law.
- 22 I confirm that I am not resident in the United States of America, Canada, Australia, South Africa or Japan or in any other jurisdiction where the making of the Offer in or into such jurisdiction would violate the laws of such jurisdiction.
- 23 I undertake to not disclose and to keep confidential all discussions, negotiations and details relating to the Offer prior to the release of the Press Announcement except to the extent required by law, the Code, the Panel or any other regulatory authority.

24 This undertaking shall be governed by and construed in accordance with English law and I hereby irrevocably submit to the exclusive jurisdiction of the English courts. I waive any objection to any suit, action or proceedings ("**Proceedings**") in the English courts on the grounds of venue or on the ground that such Proceedings are brought in an inconvenient forum.

SCHEDULE 1

1	2	3
Number of Ordinary Shares	Registered Holder*	Beneficial Owner*
2,403,216	K JOHNSTON	K JOHNSTON

*Please identify how the Ordinary Shares set out in column 1 are held by appropriate entries in columns 2 and/or 3.

Dated the 26 day of January 2011

IN WITNESS of the above this document has been executed as a deed and delivered on the date written above.

EXECUTED as a DEED by
KEITH JOHNSTON
in the presence of:

) K Johnston
)
)
)

Witness' signature:

LG R

Witness' name:

Witness' address:

LESLIE SMITH
8 HOVE PARK VILLAS
HOVE BN3 6AA

Witness' occupation:

CONCRETE