

## CONSENT SOLICITATION STATEMENT

**OMNICOM GROUP INC.  
OMNICOM CAPITAL INC.  
OMNICOM FINANCE INC.**

### SOLICITATION OF CONSENTS

**\$847,031,000 Liquid Yield Option™ Notes due 2031  
(Restricted CUSIP No. 681919 AH9 and Registered CUSIP No. 681919 AK2)**

**The date of this Statement is January 22, 2009**

**THE CONSENT SOLICITATION WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 20, 2009, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE "EXPIRATION DATE"). HOLDERS WHO HAVE DELIVERED AND NOT WITHDRAWN A VALID CONSENT AS OF THE RECORD DATE (DEFINED BELOW) AND WHO HAVE NOT EXERCISED THEIR PUT RIGHT (DEFINED BELOW) WILL RECEIVE A CONSENT FEE (DEFINED BELOW), REGARDLESS OF WHETHER WE EXTEND THE CONSENT SOLICITATION.**

Omnicom Group Inc. ("Omnicom Group," and together with its wholly-owned finance subsidiary co-issuers, Omnicom Capital Inc. ("Omnicom Capital") and Omnicom Finance Inc. ("Omnicom Finance"), "Omnicom") is soliciting consents (collectively, the "Consents" and each a "Consent") from the Holders of any and all outstanding Liquid Yield Option™ Notes due 2031 (collectively, the "Original Notes" and each an "Original Note") as February 20, 2009 (as such date may be extended in the event the Expiration Date is extended, the "Record Date") to amend the terms of the Original Notes and the related Indenture (the "Indenture") under which the Original Notes were issued. This consent solicitation (the "Consent Solicitation") is being made upon the terms set forth in this Consent Solicitation Statement (the "Statement"). Capitalized terms used but not defined in this Statement shall have the meaning ascribed to such terms in the Indenture.

**Each Holder who has delivered and not withdrawn a valid Consent prior to the close of business on February 11, 2009 (an "Early Consenting Holder") will receive a cash payment equal to \$50.00 per \$1,000 aggregate principal amount of Notes (the "Consent Fee") promptly after February 11, 2009 (the "Early Consent Fee Payment Date"). Holders who have delivered and not withdrawn a valid Consent after the close of business on February 11, 2009 and prior to the close of business on February 20, 2009 will receive the Consent Fee promptly after the Expiration Date. All references to "Consenting Holders" in this Statement shall be deemed to include any "Early Consenting Holders."**

**Any Holder who does not deliver a Consent or withdraws it before the Expiration Date (a "Non-Consenting Holder") will not receive the Consent Fee. Furthermore, if a Holder exercises its right pursuant to Section 3.08 of the Indenture to require Omnicom to repurchase all or a portion of its Original Notes on or prior to February 4, 2009 (the "Put Right") and such Holder has not withdrawn such exercise by the close of business on February 6, 2009, such Holder will be ineligible to deliver a Consent with respect to any Original Notes that have been put, will not receive Amended Notes, and will not receive the Consent Fee. Any Consent delivered by a Holder who subsequently exercises the Put Right will be null and void.**

The record date to receive the Consent Fee on the Early Consent Fee Payment Date is February 11, 2009 and the record date to receive the Consent Fee on the Expiration Date is February 20, 2009. All references to "Record Date" in this Statement shall be deemed to mean either February 11, 2009 or February 20, 2009, as applicable.

An Early Consenting Holder that receives the Consent Fee on the Early Consent Fee Payment Date may withdraw its Consent on or prior to the Expiration Date. However, in order to validly withdraw a Consent after the Early Consent Fee Payment Date, an Early Consenting Holder must refund the Consent Fee to Omnicom. For information on how to refund the Consent Fee to Omnicom, contact Omnicom at 212-415-3393. Consenting Holders who deliver a valid Consent after

the Early Consent Fee Payment Date may withdraw such Consent at any time on or prior to the Expiration Date by following the instructions in the Statement.

The following is a summary of the material differences between the terms of the Original Notes and the notes, as proposed to be amended (the “Amended Notes,” and, together with the Original Notes, the “Notes”).

<b><u>Provision</u></b>	<b><u>Original Notes</u></b>	<b><u>Amended Notes</u></b>
<b>Contingent Cash Interest</b>	Contingent Cash Interest payable quarterly during any six-month period from February 8 to August 7 or from August 8 to February 7, commencing on or after February 8, 2006, if the average market prices of the Notes equals or exceeds 120% of the Issue Price.	Consenting Holders will waive their right to receive Contingent Cash Interest with respect to Contingent Interest Payment Dates beginning April 30, 2009 through and including January 31, 2012, such that Contingent Cash Interest shall only be payable in respect of the Amended Notes during any six-month period from February 8 to August 7 or from August 8 to February 7, commencing on or after February 8, 2012, if the average market prices of the Notes equals or exceeds 120% of the Issue Price.
<b>Conversion Rate Adjustment</b>	Among other things, the Conversion Rate applicable to the Original Notes may be adjusted if Omnicom pays any Regular Cash Dividend during any fiscal quarterly period that Contingent Cash Interest is payable.	The Conversion Rate applicable to the Amended Notes would not be adjusted in the event Omnicom pays any Regular Cash Dividend between April 30, 2009 and January 31, 2012.
<b>Issuers’ Redemption Right</b>	Omnicom may redeem the Notes only on the following dates between 2009 and 2014: February 9, 2009, February 1, 2010, February 1, 2011, February 1, 2012 and February 1, 2013. On or after February 7, 2014, Omnicom may redeem the Notes at any time.	Omnicom will waive its right to redeem the Notes prior to February 1, 2011, such that the Issuers may redeem the Notes only on the following dates between 2011 and 2014: February 1, 2011, February 1, 2012 and February 1, 2013. On or after February 7, 2014, Omnicom may redeem the Notes at any time.

The text of the material changes contemplated by the foregoing proposed amendments (the “Proposed Amendments”) is set forth in Annex A. In addition, Omnicom reserves the right to make certain technical changes to the Indenture pursuant to the provisions thereof to give effect to the Proposed Amendments. In the event we receive Consents from 100% of the Holders, the Proposed Amendment will be modified appropriately to reflect that only Amended Notes will be outstanding.

To amend the Indenture and effect the Proposed Amendments, Omnicom will not require any minimum number of Consents to be delivered nor any other conditions to be met. However, each affected Holder of Original Notes must deliver a Consent in order to be bound by the Proposed Amendments. As soon as practicable following the Early Consent Fee Payment Date, Omnicom will enter into a Supplemental Indenture with the Trustee under the Indenture (as so amended, the “Supplemental Indenture”) to effect the Proposed Amendments. In connection with the execution of the Supplemental Indenture, Omnicom will cancel all Original Notes for which a Consent has been delivered as of the Early Consent Fee Payment Date and issue an equal aggregate principal amount of Amended Notes reflecting the Proposed Amendments to the Early Consenting Holders. The Amended Notes will be substantially identical to the Original Notes other than with respect to the provisions relating to the Proposed Amendments. Upon execution of the Supplemental Indenture, the Proposed Amendments will apply only to the Amended Notes and will not be binding on any Holders of Original Notes who did not execute and deliver a valid Consent or who withdrew such Consent prior to the Early Consent Fee Payment Date. Holders that deliver a valid Consent after the Early Consent Payment Fee Date and who do not withdraw such Consent prior to the Expiration Date will become bound to the Proposed Amendments promptly after the Expiration Date

and Omnicom will cancel such Holders' Original Notes and issue an equal aggregate principal amount of Amended Notes reflecting the Proposed Amendments to such Consenting Holders.

Although the Original Notes and the Amended Notes will be treated as a single series of notes for purposes of the Indenture, the Original Notes held by Non-Consenting Holders and their transferees and the Amended Notes held by Consenting Holders and their transferees will trade under different CUSIP numbers. To the extent that Holders of a large aggregate principal amount of Original Notes consent, the trading market, if any, for the outstanding Original Notes held by Non-Consenting Holders could, after the Effective Date, be adversely affected. Conversely, to the extent Holders of Original Notes do not Consent, the trading market, if any, for the Amended Notes could, after the Effective Date, be adversely affected.

In this Consent Solicitation, Omnicom is seeking Consents to all the Proposed Amendments as a single proposal. Accordingly, a Consent purporting to Consent to only some of the Proposed Amendments will not be valid. The delivery of a Consent by a Holder is the delivery of a Consent to all of the Proposed Amendments. If a Holder does not deliver a Consent, then such Holder's Original Notes will remain in effect in their present form.

To the extent the Amended Notes constitute a new security under the U.S. securities laws, the Consent Solicitation and the issuance of Amended Notes upon the cancellation of a corresponding aggregate principal amount of Original Notes is being made in reliance on the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), afforded by Section 3(a)(9) thereof. We will not pay any commission or other remuneration to any broker, dealer, salesperson, or other person for soliciting Consents or exchanges of the Original Notes. Deutsche Bank Trust Company Americas, which is acting as Consent Agent (as defined below) in connection with the Consent Solicitation, is not, nor is any other party, acting as solicitation agent or dealer manager in connection with the Consent Solicitation.

NONE OF OMNICOM, THE TRUSTEE, THE CONSENT AGENT OR ANY OTHER PERSON MAKES ANY RECOMMENDATION IN CONNECTION WITH THE CONSENT SOLICITATION. HOLDERS MUST MAKE THEIR OWN DECISIONS WITH REGARD TO THE EXECUTION AND DELIVERY OF CONSENTS TO THE PROPOSED AMENDMENTS. HOLDERS ARE URGED TO CONSULT WITH THEIR OWN LEGAL AND TAX ADVISORS AS TO THE APPROPRIATENESS OF EXECUTING AND DELIVERING A CONSENT BASED ON THE HOLDER'S INDIVIDUAL CIRCUMSTANCES.

Consents delivered pursuant to the Consent Solicitation may be validly revoked at any time prior to the Expiration Date by the procedures described herein under the caption "Revocation of Consents."

Omnicom expressly reserves the right, in its discretion, subject to applicable law, to extend the Expiration Date.

Deutsche Bank Trust Company Americas, the Trustee under the Indenture, is acting as Consent Agent for the Consent Solicitation (the "Consent Agent"). Requests for additional copies of this Statement, the Indenture or any other document may be directed to Omnicom, at the address and telephone numbers set forth on the back cover of this Statement. Beneficial owners may also contact their broker, dealer, commercial bank, trust company or other nominee (each, a "Custodian") for assistance concerning the Consent Solicitation. Questions regarding the Consent Solicitation may also be directed to Omnicom's Investor Relations department, which may be contacted at (212) 415-3600.

**See "Risk Factors" and "Material United States Federal Income Tax Considerations" for a discussion of certain factors that should be considered in evaluating this Consent Solicitation, and also see "Proposed Amendments" and Annex A hereto for a description of the Proposed Amendments and the consequences of the adoption thereof to Non-Consenting Holders of Original Notes.**

**NO DEALER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS STATEMENT OR IN THE ACCOMPANYING CONSENT AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY OMNICOM OR THE CONSENT AGENT.**

**TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, INVESTORS IN NOTES ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS STATEMENT IS NOT INTENDED OR WRITTEN BY OMNICOM TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH**

**THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN BY THE ISSUERS AND DEALERS, MANAGERS AND UNDERWRITERS, IF ANY; AND (C) INVESTORS IN NOTES SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM THEIR OWN INDEPENDENT TAX ADVISORS.**

**The Consent Solicitation is not being made in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such Consent Solicitation under applicable securities or “blue sky” laws. The delivery of this Statement and the accompanying Consent will not under any circumstances create any implication that the information contained or incorporated by reference herein is correct as of any time subsequent to the date of this Statement or, in the case of information incorporated herein by reference, subsequent to the date thereof, or that there has been no change in the information set forth herein or incorporated herein by reference or in any attachments hereto or in the affairs of Omnicom or any of its subsidiaries or affiliates since the date hereof.**

### **IMPORTANT INFORMATION**

Any Holder desiring to execute and deliver a Consent pursuant to this Consent Solicitation and thereby have their Original Notes cancelled in exchange for Amended Notes should either: (i) in the case of a beneficial owner whose Original Notes are held in book-entry form, request such beneficial owner’s Custodian to effect the transaction for such beneficial owner, or (ii) in the case of a Holder who holds physical certificates evidencing such Original Notes, complete and sign the Consent attached hereto as Annex B (or a facsimile thereof) in accordance with the instructions set forth herein, have the signature thereon guaranteed (if required), and deliver the manually signed Consent (or a facsimile thereof), together with the Original Notes to which such Consent relates and any other required documents, to the Consent Agent. **A beneficial owner whose Original Notes are registered in the name of a Custodian must contact such Custodian if such beneficial owner desires to execute and deliver Consents and exchange Original Notes so registered.** See “The Consent Solicitation—Procedures for Delivering Consent.”

**The Consent Solicitation is eligible for DTC’s Automated Tender Offer Program (“ATOP”). Accordingly, DTC participants may electronically deliver Consents by causing DTC to deliver their Consent to the Consent Agent in accordance with DTC’s ATOP procedures for such a transfer. DTC will then send an Agent’s Message (as defined herein) to the Consent Agent. Holders desiring to exchange their Original Notes and deliver Consents prior to the Expiration Date should note that such Holders must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC.**

**The method of delivery of the Consents and all other required documents, if any, to the Consent Agent is at the election and risk of the Holders. If such delivery is by mail, it is suggested that Holders use properly insured registered mail with return receipt requested and that the mailing be made sufficiently in advance of the Expiration Date to permit delivery to the Consent Agent prior to such date. No alternative, conditional or contingent deliveries of Consents will be accepted. Except as otherwise provided below, the delivery will be deemed made when actually received or confirmed by the Consent Agent.**

### **WHERE YOU CAN FIND ADDITIONAL INFORMATION**

Omnicom Group files annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document Omnicom Group files at the SEC’s public reference rooms at 100 F Street N.E., Washington, D.C. 20549. You can also request copies of the documents, upon payment of a duplicating fee, by writing the Public Reference Section of the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. These SEC filings are also available to the public from the SEC’s web site at <http://www.sec.gov>.

The SEC allows us to “incorporate by reference” into this Statement the information we file with the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this Statement as a legal matter. Information that we file later with the SEC will automatically update information in this Statement. In all cases, you should rely on the later information over different information included in this Statement. We incorporate by reference the documents listed below and any future filings made with the SEC under Section 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934:

Omnicom’s Annual Report on Form 10-K for the year ended December 31, 2007;

Omnicom's Quarterly Report on Form 10-Q for the quarter ended September 30, 2008;  
Omnicom's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008;  
Omnicom's Quarterly Report on Form 10-Q for the quarter ended March 31, 2008;  
Omnicom's Current reports on Form 8-K filed October 22, 2008, August 14, 2008, July 15, 2008, July 7, 2008, and January 30, 2008; and  
Omnicom's Proxy Statement for the Annual Meeting of Shareholders held on May 16, 2008, filed with the SEC on April 4, 2008.

All documents we file pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Statement and before the Expiration Date will also be incorporated by reference in this Statement from the date of filing of such documents. Upon request, we will provide to each person, including any beneficial owner, to whom a Statement is delivered, a copy of any or all of the information that has been incorporated by reference in this Statement but not delivered with this Statement.

This information is also available on the investor relations page of our web site at <http://www.omnicomgroup.com>. Information included or available through our website does not constitute a part of this Statement. You may also request a copy of these filings, at no cost, by writing or telephoning Omnicom Group at the following address:

Michael J. O'Brien, Esq.  
Senior Vice President, General Counsel and Secretary  
Omnicom Group Inc.  
437 Madison Avenue  
New York, NY 10022  
(212) 415-3600

You should rely only on the information provided in this Statement, as well as the information incorporated by reference. We have not authorized anyone to provide you with different information. You should not assume that the information in this Statement or any documents incorporated by reference is accurate as of any date other than the date on the front of the applicable document.

#### **STATEMENT REGARDING FORWARD-LOOKING INFORMATION**

Certain of the statements in this Statement, and any documents incorporated by reference, constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. In addition, from time to time, we or our representatives have made or may make forward-looking statements, orally or in writing. These statements relate to future events or future financial performance and involve known and unknown risks and other factors that may cause our actual or our industry's results, levels of activity or achievement to be materially different from those expressed or implied by any forward-looking statements. These risks and uncertainties include, but are not limited to, our future financial condition and results of operations, changes in general economic conditions, competitive factors, changes in client communication requirements, the hiring and retention of personnel, our ability to attract new clients and retain existing clients, changes in government regulations impacting our advertising and marketing strategies, risks associated with assumptions we make in connection with our critical accounting estimates, legal proceedings, settlements, investigations and claims, and our international operations, which are subject to the risks of currency fluctuations and exchange controls. In some cases, forward-looking statements can be identified by terminology such as "may," "will," "could," "would," "should," "expect," "plan," "anticipate," "intend," "believe," "estimate," "predict," "potential" or "continue" or the negative of those terms or other comparable terminology. These statements are our present expectations. Actual events or results may differ. Moreover, Omnicom Group, Omnicom Capital and Omnicom Finance do not, nor does any other person, assume responsibility for the accuracy and completeness of those statements. Omnicom Group, Omnicom Capital, and Omnicom Finance have no duty to update any of the forward-looking statements after the date of this Statement to conform them to actual results.

## **QUESTIONS AND ANSWERS ABOUT THE CONSENT SOLICITATION**

*The following are some questions regarding the Consent Solicitation that you may have as a Holder of the Original Notes and the answers to those questions. We urge you to read the entire Statement, including the section entitled "Risk Factors," because the information in this section is only a summary and therefore is not complete. Additional important information is contained or incorporated by reference in the remainder of this Statement.*

*All references to "we," "our," "ours" and "us" and similar terms are to Omnicom Group Inc. and its wholly-owned finance subsidiaries Omnicom Capital Inc. and Omnicom Finance Inc., unless the context otherwise requires.*

### **Is Omnicom making a recommendation regarding whether you should execute and deliver Consents?**

No. You must make your own investment decision regarding whether or not to execute and deliver a Consent to the Proposed Amendments in the Consent Solicitation and thereby have your Original Notes cancelled in return for an equal aggregate principal amount of Amended Notes. You are urged to consult your own legal and tax advisors in connection with making the decision.

### **When will the Proposed Amendments become effective?**

As soon as practicable following the Early Consent Fee Payment Date, Omnicom will enter into a Supplemental Indenture with the Trustee under the Indenture (as so amended, the "Supplemental Indenture") to effect the Proposed Amendments. In connection with the execution of the Supplemental Indenture, Omnicom will cancel all Original Notes for which a Consent has been delivered as of the Early Consent Fee Payment Date and issue an equal aggregate principal amount of Amended Notes reflecting the Proposed Amendments to the Early Consenting Holders. The Amended Notes will be substantially identical to the Original Notes other than with respect to the provisions relating to the Proposed Amendments. Upon execution of the Supplemental Indenture, the Proposed Amendments will apply only to the Amended Notes and will not be binding on any Holders of Original Notes who did not execute and deliver a valid Consent or who withdrew such Consent prior to the Early Consent Fee Payment Date. Holders that deliver a valid Consent after the Early Consent Payment Fee Date and who do not withdraw such Consent prior to the Expiration Date will become bound to the Proposed Amendments promptly after the Expiration Date and Omnicom will cancel such Holders' Original Notes and issue an equal aggregate principal amount of Amended Notes reflecting the Proposed Amendments to such Consenting Holders.

### **How do I deliver my Consent and Thereby Agree to Have my Original Notes Cancelled and Exchanged for Amended Notes?**

If your Original Notes are held through a Custodian, you must instruct your Custodian to execute and deliver a Consent on your behalf. In all cases, you (or a Custodian on your behalf) must execute the enclosed Consent and return it to the Consent Agent at the address or facsimile number on the back cover of this Statement prior to the Expiration Date.

For Original Notes held through DTC, the Consent Agent must receive, prior to the Expiration Date, a timely Agent's Message through DTC's ATOP system. If your Original Notes are registered in your name, you must complete the enclosed Consent and return it and your Original Notes to the Consent Agent at the address on the back cover of this Statement, prior to the Expiration Date.

The method of delivery of the Consent and all other required documents, if any, to the Consent Agent is at the election and risk of Holders. If such delivery is by mail, it is suggested that Holders use properly insured registered mail with return receipt requested and that the mailing be made sufficiently in advance of the Expiration Date to permit delivery to the Consent Agent prior to such date. Delivery will be deemed made when actually received or confirmed by the Consent Agent. The Consent should be sent only to the Consent Agent, not to Omnicom, DTC, or any other person. Delivery of documents to DTC or any other such person does not constitute delivery to the Consent Agent.

**May I deliver a Consent to only some of the Proposed Amendments?**

No. If you execute and deliver a Consent, you must consent to the Proposed Amendments in their entirety. No conditional or partial Consents will be accepted.

**May I transfer all or any portion of my Original Notes after I have delivered a Consent?**

Yes. Holders of Original Notes may deliver a Consent prior to the Record Date. If a person purchases Original Notes prior to the Record Date and the seller of the purchased Original Notes previously consented to the Proposed Amendments, such Consent will be accepted if it was validly submitted and will bind the purchaser of such Original Notes unless such Consent is subsequently revoked prior to the Expiration Date. However, if a person purchases Original Notes and the seller of the purchased Original Notes had not previously consented to the Proposed Amendments, the purchaser who desires to deliver a Consent may deliver a Consent on or prior to the Expiration Date. In all events, only the Holders as of the Record Date will be entitled to the Consent Fee, and then only if the such Holder has validly and timely submitted a Consent. As a result, a Holder who purchased its Original Notes after a Consent relating to such Original Notes has been delivered but prior to the Effective Date will have to make its own arrangement with the seller of such Original Notes as to the allocation of all or any portion of the Consent Fee.

**If I exercise my Put Right and do not withdraw such exercise prior to the close of business on February 6, 2009, will I be able to participate in the Consent Solicitation?**

No. If you exercise your Put Right (your right to require Omnicom to purchase your Original Notes pursuant to Section 3.08 of the Indenture) on or prior to February 4, 2009 and do not withdraw such exercise prior to the close of business on February 6, 2009, you will be deemed not to be a Holder of the Original Notes subject to the Put Right as of the Record Date and therefore ineligible to execute and deliver a Consent with respect to such Original Notes that have been put. Conversely, if you execute and deliver a Consent and subsequently exercise your Put Right pursuant to Section 3.08 of the Indenture, you will be deemed to have revoked your Consent to the Proposed Amendments. If you subsequently withdraw such exercise of your Put Right prior to the close of business on February 6, 2009 and wish to Consent to the Proposed Amendments, you will need to execute and deliver a new Consent after such withdrawal and prior to the Expiration Date.

**Will I receive any cash consideration for giving my Consent?**

Yes. Consenting Holders as of the applicable Record Date will receive the Consent Fee, equal to \$50.00 per \$1,000 aggregate principal amount of Notes, regardless of whether Omnicom extends the Consent Solicitation.

**If I decide not to deliver my Consent, how will the Consent Solicitation affect my Original Notes?**

If you do not to deliver a valid Consent with respect to your Original Notes, you will continue to hold Original Notes, will not be subject to and bound by the Proposed Amendments and will not receive the Consent Fee. If we complete the Consent Solicitation and thereby cancel all Original Notes held by Consenting Holders and issue or deliver an equal aggregate principal amount of Amended Notes, and thereby reduce the number of outstanding Original Notes, the liquidity and possibly the market price of your Original Notes may be adversely affected. Following the Effective Date, the Original Notes and Amended Notes will be treated as a single class under the Indenture.

**When will the Consent Solicitation expire?**

The Consent Solicitation is currently scheduled to expire at 5:00 p.m., New York City time, on February 20, 2009, however, we may extend the Consent Solicitation from time to time.



### **Under what circumstances can the Consent Solicitation be extended or amended?**

We expressly reserve the right to extend the Consent Solicitation for any reason or no reason at all. During any extension of the Consent Solicitation, Consents that were previously delivered and not validly withdrawn will remain subject to the Consent Solicitation. We may not amend any of the terms of the Consent Solicitation. For more information regarding our rights to extend the Consent Solicitation, see “The Consent Solicitation—Expiration Date; Amendments; Extensions; Payment.”

### **How will I be notified if the Consent Solicitation is extended?**

If the Consent Solicitation is extended, we will promptly notify DTC and make a public announcement by issuing a press release to the Dow Jones News Service, by providing written notice thereof to the Trustee and by posting it on our website at [www.omnicomgroup.com](http://www.omnicomgroup.com), with the announcement to be issued no later than 9:00 a.m., New York City time, on the first business day after the previously scheduled Expiration Date. For more information regarding notification of extensions or amendments, see “The Consent Solicitation—Expiration Date; Amendments; Extensions; Payment.”

### **What is the minimum aggregate principal amount of Original Notes being sought in the Consent Solicitation?**

There are no conditions to the Consent Solicitation and there is no minimum aggregate principal amount of Original Notes being sought in the Consent Solicitation. We will only issue Amended Notes to Consenting Holders and only Consenting Holders will be bound by the Proposed Amendments.

### **What will I receive in the Consent Solicitation if I execute and deliver a Consent and it is accepted?**

After the Proposed Amendments are effected, Consenting Holders will receive, for each Original Note, an equal aggregate principal amount of Amended Notes. Consenting Holders who held Original Notes on the applicable Record Date will also receive the Consent Fee.

### **Will the Amended Notes be freely transferable?**

Generally, the Amended Notes you receive will be subject to the same restrictions on transfer, if any, as the Original Notes exchanged as a result of the Consent Solicitation. If your Original Notes are freely transferable, generally, the Amended Notes you receive will similarly be freely transferable. Conversely, if your Original Notes are not freely tradeable, the Amended Notes you receive will likewise be subject to restrictions on transfer. We do not intend to list the Amended Notes for trading on any national securities exchange or apply to have the Amended Notes admitted for quotation on any automated quotation system.

### **What must I do if I want to revoke my Consent?**

You may revoke your Consent if we receive written notice of revocation prior to the Expiration Date. Once a Consent has been revoked, you may Consent again on or prior to the Expiration Date by following the procedures described above under “How do I deliver my Consent and Thereby Agree to Have my Original Notes Canceled and Exchanged for Amended Notes?”

Each properly completed and duly executed Consent will be counted, notwithstanding any subsequent transfer of the Original Notes to which it relates, unless such Consent has been validly revoked in accordance with the procedures described here. A Consent or revocation thereof delivered on or after the Record Date will supersede any earlier Consent or revocation relating to the same Original Notes.

Prior to the Expiration Date, you may revoke any Consent given (in integral multiples of U.S. \$1,000) by delivering to us, by mail, hand delivery, overnight courier or facsimile (confirmed by receipt of physical delivery), a written revocation of such Consent containing the name(s) and address(es) of such revoking Holder, the principal amount of Original Notes to which such revocation relates, the CUSIP numbers of the Original Notes to which such revocation relates, the revoking Holder’s DTC Participant Number, if any, and the guaranteed signature of such

holder, if a signature guarantee was initially required for the Consent. Consents not properly or timely revoked will become irrevocable on the Expiration Date.

The revocation must be executed exactly as your name appears on the Consent to which such revocation relates. If a revocation is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person must so indicate when signing and must submit to Omnicom appropriate evidence (satisfactory to Omnicom) of such person's authority to so act, along with the revocation. A revocation will be effective only as to the Original Notes identified in the revocation and only if such revocation complies with the provisions of this Consent Solicitation.

If you are a beneficial owner whose Original Notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and who wishes to revoke a Consent, you should contact your broker, dealer, commercial bank, trust company or other nominee promptly and instruct them to revoke such Consent.

#### **When will I receive the Amended Notes?**

If the Consent Solicitation is not otherwise extended, we will, promptly following the Expiration Date, accept all Original Notes relating to Consents at 9:00 a.m., New York City time (or as promptly as practicable thereafter), by notifying DTC and the Consent Agent of our acceptance. We will then issue a press release announcing that fact, and the corresponding Amended Notes will be issued promptly after the Expiration Date.

#### **What are the conditions to the closing of the Consent Solicitation?**

There are no conditions to the closing of the Consent Solicitation.

#### **Will I have to pay any fees or commissions for participating in the Consent Solicitation?**

If you hold physical notes and you are the record owner of your Original Notes and you deliver your Consent directly to the Consent Agent, you will not have to pay any fees or commissions. If you hold your Original Notes through a Custodian, and your Custodian exchanges the Original Notes on your behalf, your Custodian may charge you a fee for doing so. You should consult your Custodian to determine whether any charges will apply.

#### **Who do I call if I have any questions on how to Consent and exchange my Original Notes or any other questions relating to the Consent Solicitation?**

Questions and requests for assistance, as well as for additional copies of this Statement, may be directed to Omnicom as set forth on the back cover of this Statement. Questions relating to the exchange of physical share certificates should be directed to the Consent Agent as set forth on the back cover.

#### **What are the federal income tax consequences of executing and delivering a Consent in the Consent Solicitation?**

Based on our intended position that the adoption of the Proposed Amendments, the exchange of Original Notes for Amended Notes and the payment of the Consent Fee does not cause an "exchange" for U.S. federal income tax purposes, Consenting Holders will recognize income on their Amended Notes at the same time and in the same manner as they would have recognized such income on their Original Notes had they not been exchanged.

See the section of this Statement entitled "Material United States Federal Income Tax Considerations" for a summary of some of the material tax consequences of delivering or not delivering a Consent in the Consent Solicitation. You should consult your own tax advisor for a full explanation of the tax consequences of participating in the Consent Solicitation.

**Where can I find more information about Omnicom?**

You can find more information about Omnicom from various sources described under “Where You Can Find Additional Information.”

## THE ISSUERS

### **Omnicom Group Inc.**

Omnicom Group is a leading global marketing and corporate communications company. Omnicom's branded networks and numerous specialty firms provide advertising, strategic media planning and buying, digital and interactive marketing, direct and promotional marketing, public relations and other specialty communications services to over 5,000 clients in more than 100 countries.

Our agencies, which operate in all major markets around the world, provide an extensive range of services which we group into four fundamental disciplines: traditional media advertising; customer relationship management, or CRM; public relations; and specialty communications. The services included in these categories are:

Advertising	investor relations
brand consultancy	marketing research
corporate social responsibility consulting	media planning and buying
crisis communications	mobile marketing services
custom publishing	multi-cultural marketing
database management	non-profit marketing
digital and interactive marketing	organizational communications
direct marketing	package design
directory advertising	product placement
Entertainment marketing	promotional marketing
environmental design	public affairs
experiential marketing	public relations
field marketing	recruitment communications
financial / corporate business-to-business advertising	reputation consulting
graphic arts	retail marketing
healthcare communications	search engine marketing
instore design	sports and event marketing

Omnicom Group is incorporated in New York and is a holding company. Its principal office is located at 437 Madison Avenue, New York, NY 10022, and its telephone number is (212) 415-3600.

### **Omnicom Capital Inc. and Omnicom Finance Inc.**

Omnicom Capital and Omnicom Finance are wholly owned direct subsidiaries of Omnicom Group Inc. Neither Omnicom Capital nor Omnicom Finance has any independent operations or subsidiaries. The sole function of both Omnicom Capital and Omnicom Finance is to provide funding for the operations of Omnicom Group Inc. and its operating subsidiaries by incurring debt and lending the proceeds to the operating subsidiaries. Their respective assets consist of the intercompany loans they make or have made to Omnicom Group Inc.'s operating subsidiaries and the related interest receivables.

Omnicom Capital is incorporated in Connecticut. Its principal office is located at One East Weaver Street, Greenwich, CT 06831 and its telephone number is (203) 625-3000. Omnicom Finance is incorporated in Delaware. Its principal office is located at 437 Madison Avenue, New York, New York 10022 and its telephone number is (212) 415-3600.

## RISK FACTORS

*You should carefully consider the risks and uncertainties described throughout this Statement, including those described below and in documents incorporated by reference herein, before you decide whether to execute and deliver your Consent and exchange your Original Notes. For additional risk factors relating to our business, see our periodic reports filed with the Securities and Exchange Commission that are incorporated by reference into this Statement, including our Form 10-K for the year ended December 31, 2007.*

### **The Proposed Amendments Waive Your Right to Contingent Cash Interest, if payable, until February 8, 2012**

Holders of Original Notes that Consent to the Proposed Amendments will have waived their right to receive Contingent Cash Interest with respect to Contingent Interest Payment Dates beginning April 30, 2009 through and including January 31, 2012, such that Contingent Cash Interest shall only be payable in respect of the Amended Notes during any six-month period from February 8 to August 7 or from August 8 to February 7, commencing on or after February 8, 2012, if the average market prices of the Notes equals or exceeds 120% of the Initial Principal Amount at Maturity. While Contingent Cash Interest has, to date, never been payable under the Original Notes, the issuers cannot assure you that the conditions precedent relating to the payment of Contingent Cash Interest will not be met during any of the Contingent Interest Periods for which Contingent Cash Interest has been waived pursuant to this Consent Solicitation. Therefore, if you Consent to the Proposed Amendments, between April 30, 2009 and January 31, 2012, you might be giving up a cash payment under the Original Notes and an adjustment to the Conversion Rate.

### **The Lack of Covenants Applicable to the Notes May Not Afford Protection in Some Circumstances**

The Indenture does not restrict Omnicom from increasing the amount of our (or our subsidiaries') outstanding indebtedness nor effecting extraordinary dividends. Further, the Notes do not afford a holder protection under maintenance or other covenants relating to our consolidated financial position or results of operations.

### **Omnicom Group's Holding Company Structure Results in Structural Subordination and May Affect the Issuers' Ability to Make Payments on the Notes**

The Notes are the joint and several obligations exclusively of the issuers. Omnicom Group is a holding company and, accordingly, substantially all of its operations are conducted through its operating subsidiaries. Omnicom Capital and Omnicom Finance are wholly-owned finance subsidiaries of Omnicom Group. Their respective assets consist of the intercompany loans they make or have made to Omnicom Group's operating subsidiaries and the related interest receivables. As a result, the issuers' cash flow and their ability to make payments on their respective debt, including the Notes, are dependent upon the earnings of these operating subsidiaries. Omnicom Group is dependent on the distribution of earnings, loans or other payments by the operating subsidiaries to it to service its obligations in respect of the notes and its other debt. In addition, as a finance subsidiary, to service debt, each of Omnicom Capital and Omnicom Finance is also dependent on the earnings of the operating subsidiaries, the sale of certain assets of the operating subsidiaries and ability of the operating subsidiaries to repay principal and interest on the intercompany loans.

Omnicom Group's operating subsidiaries are separate and distinct legal entities. These subsidiaries have no obligation to pay any amounts due on the Notes or to provide the issuers with funds for their respective payment obligations, whether by dividends, distributions, repayment or making of loans or other payments. In addition, any payment or repayment of dividends, distributions, loans or advances by these operating subsidiaries to the issuers could be subject to statutory or contractual restrictions. Payments to the issuers by the operating subsidiaries will also be contingent upon the operating subsidiaries' earnings and business considerations.

Because of this structure, the claims of creditors of Omnicom Group's operating subsidiaries will have a priority over the equity rights of Omnicom Group and the rights of its creditors, including the holders of the Notes, to participate in the assets of the subsidiary upon the subsidiary's liquidation or reorganization. Although Omnicom Capital's and Omnicom Finance's respective loans to the operating subsidiaries are secured by the assets of those subsidiaries, the rights of Omnicom Capital and Omnicom Finance and their respective creditors, including holders

of the Notes, to participate in the assets of the operating subsidiaries will depend upon the amount of loans, and security for those loans, on the relevant date of determination. The amount of loans outstanding from Omnicom Capital and Omnicom Finance to these operating subsidiaries, and the value of the collateral securing the loans, may not be sufficient to assure repayment in full to all of Omnicom Capital's or Omnicom Finance's respective creditors. The loans or the security for such loans could also be invalidated in whole or in part in any liquidation or reorganization.

### **You Should Consider the United States Federal Income Tax Consequences of Delivering a Consent and of Owning the Amended Notes**

We intend to take the position that the adoption of the Proposed Amendments, the exchange by Consenting Holders of their Original Notes for Amended Notes and the Consent Fee payment should not cause a "significant modification" of the terms of the Original Notes and, therefore, not result in a tax-realization exchange for U.S. federal income tax purposes. However, the Internal Revenue Service could assert that the transactions contemplated by this Statement constitute an "exchange" for tax purposes. However, even if characterized as an "exchange," the transaction should be treated as a tax-free recapitalization, except to the extent of the Consent Fee.

In addition, we intend to take the position that the receipt by the Consenting Holders of the Consent Fee constitutes an additional payment on the Notes, which generally should result in the recognition of additional ordinary interest income. The Internal Revenue Service could, alternatively, assert that the Consent Fee constitutes separate consideration for the Consent and, thus, taxable as ordinary income.

Holders are urged to review the section "Material United States Federal Income Tax Considerations" below for a summary of the material U.S. federal income tax considerations relating to the adoption of the Proposed Amendments, the exchange of Notes, the Consent Fee payment and the holding of Original Notes or Amended Notes. Holders are also urged to consult their own independent tax advisors concerning the application of U.S. federal income, gift and estate, U.S. state and local, non-U.S. and other tax consequences of participating and not participating in the Consent Solicitation.

### **We May Not Have the Ability to Raise the Funds Necessary to Finance the Purchase of Notes at the Option of the Holder**

On each February 7 through and including February 7, 2030 (or if any such day is not a business day, the next succeeding business day), holders of the Notes have the right to require us to purchase their Original Notes or Amended Notes, as the case may be. We have the right to elect to designate a financial institution to satisfy, at our option, our purchase obligation. However, if we fail or are unable to so designate a financial institution, we may not have sufficient funds at those times to make any required purchase of Notes. In addition, corporate events involving fundamental changes to our capital structure, such as leveraged recapitalizations that would increase the level of our indebtedness or that of our subsidiaries, would not necessarily constitute a change-in-control for these purposes.

### **An Active Trading Market for the Amended Notes May Not Develop**

The Amended Notes comprise a new issue of securities for which there is currently no public market. The Amended Notes will not be listed on any securities exchange or included in any automated quotation system. If the Amended Notes are traded after their initial issuance, they may trade at a discount, depending on prevailing interest rates, the market for similar securities, the price of our common stock, our performance and other factors. We do not know whether an active trading market will develop for the Amended Notes. To the extent that an active trading market does not develop, the price at which you may be able to sell the Amended Notes, if at all, may be less than the price you pay for them. To the extent that Holders of a large aggregate principal amount of Original Notes consent, the trading market, if any, for the outstanding Original Notes held by Non-Consenting Holders could, after the Effective Date, be adversely affected. Conversely, to the extent Holders of Original Notes do not Consent, the trading market, if any, for the Amended Notes could, after the Effective Date, be adversely affected.

## THE CONSENT SOLICITATION

*This Statement and the accompanying Consent contain important information that should be read carefully before any decision is made with respect to the Consent Solicitation, and you should also consult with your financial and legal advisers, as appropriate.*

### Introduction

Omnicom is soliciting, upon the terms set forth in this Statement, Consents to the Proposed Amendments. Upon the execution of the Supplemental Indenture, the Proposed Amendments will become effective for Consenting Holders only, and Omnicom will cancel all Original Notes held by Consenting Holders and issue to Consenting Holders an equal principal amount of Amended Notes. Non-Consenting Holders will not receive Amended Notes, will not be bound by the Proposed Amendments and will not receive the Consent Fee.

Each Holder of Original Notes who delivers a valid Consent that has not been withdrawn prior to the Expiration Date will be deemed to have agreed to have its Original Notes canceled in exchange for an equal aggregate principal amount of Amended Notes. Any Holder who does not deliver a valid Consent or revokes such Consent prior to the Expiration Date will not be entitled to receive Amended Notes, will not be bound by the Proposed Amendments and will not receive the Consent Fee. Consents delivered pursuant to the Consent Solicitation may be validly revoked at any time prior to the Expiration Date by the procedures described herein under the captions "Revocation of Consents."

If a Holder exercises its Put Right pursuant to Section 3.08 of the Indenture and does not withdraw such exercise prior to the close of business on February 6, 2009, such Holder will be deemed not to be a Holder of the Original Notes as of the Record Date and therefore ineligible to execute and deliver a Consent. Conversely, if a Holder executes and delivers a Consent on or prior to February 4, 2009 and subsequently exercises its Put Right pursuant to Section 3.08 of the Indenture, such Holder will be deemed to have revoked its Consent to the Proposed Amendments. If you subsequently withdraw such exercise of your Put Right prior to the close of business on February 6, 2009 and wish to Consent to the Proposed Amendments, you will need to execute and deliver a new Consent after such withdrawal.

### Proposed Amendments

Omnicom is soliciting the Consents of the Holders to the Proposed Amendments substantially in the form of Annex A hereto. All statements herein regarding the substance of any provision of the Proposed Amendments and the Indenture are qualified in their entirety by reference to the language set forth in Annex A and in the Indenture. Capitalized terms used below that are not otherwise defined herein shall have the meanings assigned to them in the Indenture. Copies of the Indenture are available upon request from Omnicom at the address and telephone numbers set forth on the back cover of this Statement.

The following is a summary of the material differences between the terms of the Original Notes and the Amended Notes.

Provision

Original Notes

Amended Notes

**Contingent Cash Interest**

Contingent Cash Interest payable quarterly during any six-month period from February 8 to August 7 or from August 8 to February 7, commencing on or after February 8, 2006, if the average market prices of the Notes equals or exceeds 120% of the Issue Price.

Consenting Holders will waive their right to receive Contingent Cash Interest with respect to Contingent Interest Payment Dates beginning April 30, 2009 through and including January 31, 2012, such that Contingent Cash Interest shall only be payable in respect of the Amended Notes during any six-month period from February 8 to August 7 or from August 8 to February 7, commencing on or after February 8, 2012, if the average market prices of the Notes equals or exceeds 120% of the Issue Price.

**Conversion Rate Adjustment**

Among other things, the Conversion Rate applicable to the Original Notes may be adjusted if Omnicom pays any Regular Cash Dividend during any fiscal quarterly period that Contingent Cash Interest is payable.

The Conversion Rate applicable to the Amended Notes would not be adjusted in the event Omnicom pays any Regular Cash Dividend between April 30, 2009 and January 31, 2012.

**Issuers' Redemption Right**

Omnicom may redeem the Notes only on the following dates between 2009 and 2014: February 9, 2009, February 1, 2010, February 1, 2011, February 1, 2012 and February 1, 2013. On or after February 7, 2014, Omnicom may redeem the Notes at any time.

Omnicom will waive its right to redeem the Notes prior to February 1, 2011, such that the Issuers may redeem the Notes only on the following dates between 2011 and 2014: February 1, 2011, February 1, 2012 and February 1, 2013. On or after February 7, 2014, Omnicom may redeem the Notes at any time.

The Proposed Amendments would also amend or be deemed to have amended the provisions in the Original Notes corresponding to the provisions in the Indenture that are amended by the Proposed Amendments.

The Proposed Amendments will be set forth in the Supplemental Indenture. The Supplemental Indenture will be executed by Omnicom Group, Omnicom Capital and Omnicom Finance and the Trustee promptly following the Early Consent Fee Payment Date. Pursuant to the terms of the Indenture, the Proposed Amendments require the consent of each affected Holder. In connection with the execution of the Supplemental Indenture, Omnicom will cancel all Original Notes for which a Consent has been delivered as of the Early Consent Fee Payment Date and issue an equal aggregate principal amount of Amended Notes reflecting the Proposed Amendments to the Early Consenting Holders. The Amended Notes will be substantially identical to the Original Notes other than with respect to the provisions relating to the Proposed Amendments. Upon execution of the Supplemental Indenture, the Proposed Amendments will apply only to the Amended Notes and will not be binding on any Holders of Original Notes who did not execute and deliver a valid Consent or who withdrew such Consent prior to the Early Consent Fee Payment Date. Holders that deliver a valid Consent after the Early Consent Payment Fee Date and who do not withdraw such Consent prior to the Expiration Date will become bound to the Proposed Amendments promptly after the Expiration Date and Omnicom will cancel such Holders' Original Notes and issue an equal aggregate principal amount of Amended Notes reflecting the Proposed Amendments to such Consenting Holders.

The Proposed Amendments are being presented as one proposal. Consequently, the delivery of a Consent by a Holder is the delivery of a Consent to all of the Proposed Amendments, and a Consent purporting to consent to only some of the Proposed Amendments will not be valid. **When the Supplemental Indenture is executed and the Proposed Amendments become operative, any and all Non-Consenting Holders of Original Notes will not be bound by the Proposed Amendments in the Consent Solicitation and will continue to hold Original Notes.** The full text of the material changes contemplated by the Proposed Amendments is set forth in full on Annex A. However, in the event we receive Consents from 100% of the Holders, the Proposed Amendment will be modified appropriately to reflect that only Amended Notes will be outstanding.



In addition, Omnicom reserves the right to make certain technical changes to the Indenture pursuant to the provisions thereof to effect the Proposed Amendments and to include such changes in the Supplemental Indenture. Any such technical changes shall not affect the substantive rights of the holders of the Original Notes or Amended Notes, other than as described above.

### **Description of the Amended Notes**

The Amended Notes will have terms substantially identical to the terms of the Original Notes other than the terms set forth in the Proposed Amendments. The Amended Notes will be subject to the same restrictions on transfer, if any, as the Original Notes exchanged as a result of the Consent Solicitation. If a Holder's Original Notes are freely transferable, then generally, the Amended Notes that such Holder receives will also be freely transferable. Conversely, if a Holder's Original Notes are not freely transferable, the Amended Notes such Holder receives will likewise be subject to restrictions on transfer. Omnicom does not intend to list the Amended Notes for trading on any national securities exchange or apply to have the Amended Notes admitted for quotation or any automated quotation system.

### **The Consent Fee**

Each Consenting Holder as of the applicable Record Date who has not exercised its Put Right will receive the Consent Fee, regardless of whether Omnicom extends the Consent Solicitation. The amount of the payment will be \$50.00 per aggregate principal amount of Notes.

### **Expiration Date; Amendments; Extensions; Payment**

The Expiration Date is 5:00 p.m., New York City time, on February 20, 2009 unless we, in our sole discretion, extend it. In that event, the term "Expiration Date" will mean the latest time and date on which the solicitation, as so extended, will expire.

We will pay the Consent Fee to all Consenting Holders as of the applicable Record Date promptly after the Early Consent Fee Payment Date or Expiration Date, as the case may be.

We reserve the right to extend the solicitation at any time or from time to time.

Any extension of the Expiration Date will be effective if we give oral or written notice thereof to the Trustee no later than 9:00 a.m. (and, if such notice is given orally, followed by written notice to the Trustee (given by facsimile or otherwise) no later than 4:00 p.m.), New York City time, on the first Business Day (as defined in the Indenture) following any previously announced Expiration Date. Any extension will be followed as promptly as practicable by written notice thereof to Holders. Such notice may provide that we are extending the solicitation for a specified period of time or on a daily basis. Failure of a Holder to receive such notice will not affect the extension of the Consent Solicitation.

Without limiting the manner in which Omnicom may choose to make any public announcement, Omnicom currently intends to make announcements by issuing press releases to the Dow Jones News Service and by providing written or oral notice thereof to the Trustee and by posting it on its website at [www.omnicomgroup.com](http://www.omnicomgroup.com) and, if so made, Omnicom will have no obligation to otherwise publish, advertise or otherwise communicate any such public announcement.

### **Procedures for Delivering Consents**

The Consent Agent will establish accounts at DTC on or before February 20, 2009, to which Consenting Holders may deliver their Consent to the Proposed Amendments. Any financial institution that is a participant in DTC's system and that wishes to execute and deliver a Consent may make book-entry delivery of Original Notes by causing DTC to transfer such Original Notes into the Trustee's account in accordance with DTC's procedure for such transfer. To effectively deliver a Consent to Original Notes which are held through DTC, DTC participants may, in lieu of physically completing and signing the Consent and delivering it to the Trustee, electronically transmit

their Consent through the Automatic Tender Offer Program (“ATOP”) (and thereby provide their Consents to the Proposed Amendments) on or before the Expiration Date, and DTC will then edit and verify the acceptance and send an Agent’s Message to the Trustee for its acceptance. If you decide to Consent, you must deliver your Original Notes to which the Consent relates, together with the Agent’s Message constituting the Consent, through ATOP on or before the Expiration Date. Delivery of Consents and Original Notes to which the Consents relate must be made to the Trustee pursuant to the book-entry delivery procedures set forth herein. Only the DTC participant listed on the official DTC position listing as of the Record Date will be entitled to deliver a Consent and Original Notes to which such Consent relates.

**Do not, for any reason, deliver your Original Notes to us and do not deliver the Consent to any person other than the Consent Agent.**

Consents should be executed exactly the same way as the Holder’s name(s) appear(s) on the Original Notes. If Original Notes are held by two or more joint registered holders, all of them should sign the Consent. If a Consent is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and should submit to us, along with the Consent, appropriate evidence (satisfactory to us) of such person’s authority so to act. If Original Notes are registered in different names, separate Consents must be executed by each registered holder.

Any person who wishes to deliver a Consent but whose Original Notes are held in the name of a brokerage firm, bank nominee or other institution must either:

obtain a valid proxy from that institution; or

instruct that institution to execute the appropriate Consent on the Holder’s behalf.

Signatures on the Consent must be guaranteed by a firm that is a member of the Financial Industry Regulatory Authority or by a member of a registered national securities exchange or by a commercial bank or trust company having an office in the United States. Original Notes registered in the name(s) of such institutions need not be guaranteed.

**All questions as to the validity, form, eligibility, receipt and revocation of any Consent will be resolved by Omnicom in its sole discretion and its determination will be final and binding. Omnicom reserves the right to waive any defects or irregularities or conditions of delivery as to a particular Consent. Omnicom’s interpretation of the terms and conditions of the solicitation will be conclusive and binding.**

## **Other Matters**

Notwithstanding any other provision hereof, Amended Notes issued in exchange for Original Notes will in all cases be made only after timely receipt by the Consent Agent of (i) certificates for, or a timely Book-Entry Confirmation with respect to, such Original Notes, (ii) a properly completed and validly executed Consent (or a facsimile thereof), with any required signature guarantees, or, in the case of a book-entry transfer, an Agent’s Message, and (iii) any other documents required by this Statement.

Deliveries of Consents pursuant to any of the procedures described above, and acceptance thereof by Omnicom for exchange, will constitute a binding agreement between Omnicom and the consenting Holder of such Original Notes, upon the terms and subject to the conditions of the Consent Solicitation in effect on the Expiration Date.

By executing a Consent as set forth above and subject to and effective upon acceptance for exchange of the Original Notes exchanged therewith, a Consenting Holder (i) irrevocably sells, assigns and transfers to or upon the order of Omnicom all right, title and interest in and to all the Original Notes exchanged thereby, (ii) waives any and all other rights with respect to the Original Notes (including, without limitation, the Consenting Holder’s waiver of any existing or past defaults and their consequences in respect of the Original Notes and the Indenture under which the Original Notes were issued), (iii) releases and discharges Omnicom from any and all claims such Consenting Holder may have now, or may have in the future, arising out of, or related to, the Original Notes, including without

limitation any claims that such Consenting Holder is entitled to receive additional principal or interest payments with respect to the Original Notes or to participate in any redemption or defeasance of the Original Notes, (iv) delivers such Consenting Holder's consent to the Proposed Amendments, and (v) irrevocably constitutes and appoints the Consent Agent as the true and lawful agent and attorney-in-fact of such Consenting Holder with respect to any such exchanged Original Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing such Original Notes, or transfer ownership of such Original Notes on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to Omnicom, (b) present such Original Notes for transfer on the relevant security register, (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Original Notes, and (d) deliver to Omnicom and the Consent Agent a Consent as evidence of the Consenting Holder's Consent to the Proposed Amendments and as certification that Consents to the Proposed Amendments duly executed by Consenting Holders have been received, all in accordance with the terms and conditions of the Consent Solicitation.

Omnicom's interpretation of the terms and conditions of the Consent Solicitation will be final and binding.

All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all Consents and Original Notes will be determined by Omnicom, in its discretion, the determination of which will be final and binding. Alternative, conditional or contingent Consents will not be considered valid. Omnicom reserves the absolute right, in its discretion, to reject any or all deliveries of Consents or exchanges of Original Notes that are not in proper form or the acceptance of which, in Omnicom's opinion, would be unlawful. Omnicom also reserves the right to waive any defects or irregularities.

Any defect or irregularity in connection with the deliveries of Consents must be cured within such time as Omnicom determines, unless waived by Omnicom. Deliveries of Consents shall not be deemed to have been made until all defects and irregularities have been waived by Omnicom or cured. None of Omnicom, the Consent Agent, the Trustee, or any other person will be under any duty to give notice of any defects or irregularities in the deliveries of Consents or will incur any liability to Holders for failure to give any such notice.

### **Revocation of Consents**

A Consent may be revoked at any time prior to the Expiration Date. Any Holder who has delivered a Consent, or who succeeds to ownership of Original Notes in respect of which a Consent has previously been delivered, may validly revoke such Consent prior to the Expiration Date by delivering a written notice of revocation in accordance with the following procedures or a properly transmitted "Request Message" through ATOP. All properly completed and executed Consents and all Agent's Messages consenting to the Proposed Amendments that are received by the Consent Agent will be counted as Consents with respect to the Proposed Amendments, unless the Consent Agent receives a written notice of revocation (or a properly transmitted "Request Message" through ATOP) prior to the Expiration Date. In order to be valid, a notice of revocation of Consent must contain the name of the person who delivered the Consent and the description of the Original Notes to which it relates, the certificate number or numbers of such Original Notes (unless such Original Notes were exchanged by book-entry transfer), and the aggregate principal amount represented by such Original Notes. The revocation of Consent (other than a revocation transmitted through ATOP) must be signed by the Holder thereof in the same manner as the original signature on the Consent (including any required signature guarantees) or be accompanied by evidence satisfactory to Omnicom and the Consent Agent that the person revoking the Consent has the legal authority to revoke such Consent on behalf of the Holder. To be effective, a revocation of Consent must be received prior to the Expiration Date by the Consent Agent, at the address set forth on the back cover of this Statement (or, in the case of Original Notes exchanged by book-entry transfer, through ATOP). A purported notice of revocation that lacks any of the required information or is dispatched to an improper address will not validly revoke a Consent previously given.

Additionally, if you execute and deliver a Consent and subsequently exercise your Put Right pursuant to Section 3.08 of the Indenture, you will be deemed to have revoked your Consent to the Proposed Amendments.

All questions as to the form and validity (including time of receipt) of any delivery or revocation of a Consent will be determined by Omnicom, in its discretion, which determination shall be final and binding. None of Omnicom, the Trustee, the Consent Agent or any other person will be under any duty to give notification of any

defect or irregularity in any delivery or revocation of a Consent or incur any liability for failure to give any such notification.

If Omnicom is delayed in its exchange of Original Notes or is unable to accept for exchange Original Notes pursuant to the Consent Solicitation for any reason, then, without prejudice to Omnicom's rights hereunder, exchanged Original Notes may be retained by the Consent Agent on behalf of Omnicom prior to the Expiration Date.

### **Effect of Transfers**

Holders of Original Notes may deliver a Consent prior to the Record Date. If a person purchases Original Notes prior to the Record Date and the seller of the purchased Original Notes previously consented to the Proposed Amendments, such Consent will be accepted if it was validly submitted and will bind the purchaser of such Original Notes unless such Consent is subsequently revoked prior to the Expiration Date. However, if a person purchases Original Notes and the seller of the purchased Original Notes had not previously consented to the Proposed Amendment, the purchaser who desires to deliver a Consent may deliver a Consent on or prior to the Effective Date. In all events, only the Holders as of the Record Date will be entitled to the Consent Fee, and then only if the such Holder has validly and timely submitted a Consent. As a result, a Holder who purchased its Original Notes after a Consent relating to such Original Notes has been delivered but prior to the Effective Date will have to make its own arrangement with the seller of such Original Notes as to the allocation of all or any portion of the Consent Fee.

### **Designation of a Purchase Party Under the Indenture**

On January 20, 2009, pursuant to Section 9.01(4) of the Indenture, Omnicom and the Trustee entered into a Fifth Supplemental Indenture for the purpose of amending Section 1.02, Section 3.08 and Sections 2 and 7 of Exhibit A-1 to the Indenture to permit Omnicom to designate any other Person, including but not limited to, financial institutions, corporations, partnerships or limited liability companies, to which Securities surrendered by a Holder for purchase will be initially offered by the Paying Agent on behalf of a Holder for purchase ("Purchase Party"). As a result, if any Holders exercise their Put Right and do not withdraw that exercise prior to the close of business on February 6, 2009, Omnicom may, but is not obligated to, exercise its right to appoint a Purchase Party.

### **Consent Agent**

Omnicom has retained Deutsche Bank Trust Company Americas to act as the exclusive Consent Agent for the Consent Solicitation. In its capacity as Consent Agent, Omnicom has agreed to pay Deutsche Bank Trust Company Americas customary fees and to reimburse Deutsche Bank Trust Company Americas for its reasonable out-of-pocket expenses for its services as Consent Agent in connection with the Consent Solicitation. At any given time, Deutsche Bank Trust Company Americas may trade in Original Notes or Amended Notes or other securities of Omnicom for its own account, or for the accounts of its customers and, accordingly, may hold a long or short position in the Original Notes, Amended Notes or those other securities Deutsche Bank Trust Company Americas is not, nor is any other party, acting as solicitation agent or dealer manager in connection with the Consent Solicitation.

Omnicom will pay the Consent Agent customary fees for its services and reimburse the Consent Agent for its reasonable out-of-pocket expenses in connection therewith. Omnicom has also agreed to indemnify the Consent Agent for certain liabilities.

In connection with the Consent Solicitation, directors and officers of Omnicom and its respective affiliates may solicit Consents by use of the mails, personally or by telephone, facsimile, telegram, electronic communication or other similar methods. Omnicom will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Exchange Documents and related documents to the beneficial owners of the Original Notes and in handling or forwarding deliveries of accompanying Consents by their customers.

## Expenses

Omnicom will bear the expenses of preparing, printing and mailing this Statement and accompanying Consent. Omnicom will also bear all of its legal, accounting and other expenses. In addition to solicitation by use of the mail, consents may be solicited by Omnicom's officers, employees and agents in person or by telephone, telegram or other means of communication. These people will not be separately compensated for such solicitations but may be reimbursed for out-of-pocket expenses incurred by them in connection with this consent solicitation. Omnicom will also pay the Trustee reasonable and customary fees for its services (and will reimburse it for its reasonable out-of-pocket expenses in connection therewith). Arrangements may also be made with brokerage houses, custodians, nominees and fiduciaries for forwarding the consent documents to the beneficial owners of the Original Notes held of record by those parties, and Omnicom may reimburse these entities for reasonable expenses incurred by them in connection with their participation.

## MARKET AND TRADING INFORMATION

The Amended Notes will not be listed on any national or regional securities exchange or reported on a national quotation system. There is no established trading market for the Amended Notes and the Amended Notes may only trade sporadically and on a limited basis. To the extent that the Amended Notes are traded, prices of the Amended Notes may fluctuate greatly depending on the trading volume and the balance between buy and sell orders, and, therefore, the last reported sales price may not necessarily reflect the market value of the Amended Notes. Holders are urged to obtain current information with respect to the market prices for the Amended Notes.

## MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion sets forth a summary of the material U.S. federal income tax considerations relating to the adoption of the Proposed Amendments, the issuance of Amended Notes to Consenting Holders, the payment of the Consent Fee and the holding of Amended Notes or Original Notes.

**TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, HOLDERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF UNITED STATES FEDERAL TAX ISSUES IN THIS SUMMARY OR OTHERWISE IN THIS STATEMENT IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY US AND DEALERS, MANAGERS AND UNDERWRITERS, IF ANY, IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.**

This summary:

does not purport to be a complete analysis of all the potential tax considerations that may be important to a Holder based on that Holder's particular tax situation;

is based on the Internal Revenue Code of 1986, as amended (the "Code"), the existing applicable U.S. federal income tax regulations promulgated or proposed under the Code (the "Treasury Regulations"), judicial authority and currently effective published rulings and administrative pronouncements, all as of the date hereof and all of which are subject to change at any time, possibly with retroactive effect, and subject to differing interpretations;

is applicable only to beneficial owners of Original Notes and Amended Notes who hold their Notes as "capital assets," within the meaning of section 1221 of the Code;

does not address all aspects of U.S. federal income taxation that may be relevant to Holders in light of their particular circumstances or to certain types of Holders subject to special treatment under the Code,

including but not limited to insurance companies, tax-exempt organizations, financial institutions, dealers and traders in securities or commodities using the mark-to-market method of accounting, persons holding Notes as part of a hedging or constructive sale transaction, “straddle,” conversion transaction or other integrated transaction, persons who have a functional currency other than the U.S. dollar, persons subject to the alternative minimum tax, investors in partnerships and other pass-through entities, persons subject to special rules as a result of terminating their United States citizenship or residency and persons who are not citizens or residents of the United States or who are non-U.S. corporations, partnerships, trusts or estates; and

does not discuss any possible applicability of any U.S. state or local taxes, non-U.S. taxes or any U.S. federal tax other than the income tax, including but not limited to, the U.S. federal gift tax and estate tax.

**The following discussion does not purport to be legal or tax advice to Holders generally or to any particular Holder. Holders are urged to consult their own tax advisors concerning U.S. federal income tax considerations applicable to their particular situation and any U.S. federal gift and estate, U.S. state and local, non-U.S. and other tax consequences of participating and not participating in the Consent Solicitation.**

The discussion below constitutes our judgment as to a reasonable set of U.S. federal income tax consequences. However, other interpretations of the applicable law and regulations are possible. No ruling has been or will be requested from the Internal Revenue Service (the “IRS”) regarding the tax consequences of the transactions contemplated hereby.

### **Consequences to Consenting Holders**

#### *Characterization of the Adoption of the Proposed Amendments and Issuance of Amended Notes*

A “modification” of the terms of a debt instrument, which for this purpose includes the issuance of the Amended Notes to Consenting Holders in lieu of Original Notes, triggers an exchange for U.S. federal income tax purposes in which gain or loss may be realized by holders (an “Exchange”) if the modification is “significant.” Subject to provisions applicable to certain categories of modifications, a modification is “significant” if, based on all facts and circumstances, the legal rights or obligations that are altered and the degree to which they are altered are “economically significant.” As a general matter, the cumulative effect of modifications to a debt instrument within five years, including modifications resulting from prior amendments and payments of consent fees, are considered collectively. For instance, one or more modifications in the yield of certain debt instruments may result in an Exchange if, based on all facts and circumstances, the change in yield is “economically significant.”

We intend to take the position that the adoption of the Proposed Amendments, the issuance of the Amended Notes to Consenting Holders in lieu of Original Notes and the payment of the Consent Fee should not cause a “significant modification” of the terms of the Notes and, therefore, not result in an Exchange for U.S. federal income tax purposes. This position is based on our belief that the cumulative effect of the Proposed Amendments, the Consent Fee payment and previous payments of similar fees and modifications to the Original Notes should not be economically significant. Based on our position, the adoption of the Proposed Amendments and the issuance of the Amended Notes to Consenting Holders in lieu of Original Notes should not be treated as an Exchange for U.S. federal income tax purposes. The following discussion assumes that the Exchange of Original Notes for Amended Notes will not be treated as an Exchange for federal income tax purposes.

#### *Consent Fee*

The U.S. federal income tax treatment of the Consent Fee is unclear. The receipt of the Consent Fee by a Holder may be characterized as either (1) an additional payment with respect to the Notes or (2) separate consideration for consenting to the Proposed Amendments. Although the matter is not free from doubt, we intend to take the position that the receipt of the Consent Fee should be treated as an additional payment on the Notes. Assuming that our positions are respected, this additional payment would result in a “positive adjustment” with

respect to the Notes. A net positive adjustment with respect to the Notes would be treated as additional interest income for the taxable year and increase the basis in the Holder's notes.

If, however, the IRS were to successfully assert that the Consent Fee is treated as separate consideration for consenting to the Proposed Amendments, then the receipt of the Consent Fee (i) should be treated as ordinary income that must be included in the Holder's gross income when received or accrued in accordance with that Holder's method of tax accounting and (ii) will not affect the basis in the Consenting Holder's Amended Notes.

In the case of a Consenting Holder who is not a "United States person" for U.S. federal income tax purposes (a "Non-U.S. Consenting Holder") and does not hold the Notes in connection with a trade or business within the United States and, in the case of a treaty resident, a "permanent establishment" or "fixed base" within the United States, if the Consent Fee results in a "net positive adjustment" with respect to the Notes, then the Non-U.S. Consenting Holder would be subject to U.S. federal income or withholding tax to the extent that such holder is subject to tax on payments on the Original Notes. If the IRS were to take the position that a Consent Fee is treated as separate consideration for consenting to the Proposed Amendments, then the Holder could be subject to U.S. federal tax on any amounts required to be withheld. Non-U.S. Holders are urged to consult their tax advisors with respect to the treatment of the Consent Fee.

#### *Consequences of Holding Amended Notes*

Generally and subject to the discussion relating to Waived Contingent Interest below, Consenting Holders will recognize income on their Amended Notes at the same time and in the same manner as they would have recognized such income on their Original Notes.

The waiver by Consenting Holders of their right to receive Contingent Cash Interest with respect to certain Contingent Interest Payment Dates ("Waived Contingent Interest") should result in a "negative adjustment" with respect to their Amended Notes for each taxable year of the Holder during which the Waived Contingent Interest would have been payable. A net negative adjustment will (1) reduce the Holder's interest income on the Notes for the taxable year and (2) to the extent of any excess after the application of clause (1), give rise to an ordinary loss to the extent of such Holder's total interest income in respect of the Notes during prior taxable years, reduced to the extent the interest income was offset by prior net negative adjustments treated as ordinary loss. Any net negative adjustment in excess of the amounts described in (1) and (2) will be carried forward to offset future interest income in respect of the Notes or to reduce the amount realized upon a sale, conversion or other taxable disposition of the Amended Notes.

If an adjustment to the Conversion Rate applicable to the Original Notes due to Omnicom's payment of a Regular Cash Dividend would result in a deemed taxable distribution to holders of Original Notes, the absence of such Conversion Rate adjustments with respect to the Amended Notes would prevent such deemed distributions to holders of Amended Notes.

#### *Treatment as Exchange*

The IRS could assert that the cumulative effect of the Proposed Amendments, the exchange of Notes, the Consent Fee payment and previous modifications and payments of similar fees constitute a "signification modification," which would result in the exchange of Notes and adoption of the Proposed Amendments being treated as an Exchange. Even in that case, however, the Exchange should constitute a tax-free recapitalization, except to the extent of the Consent Fee.

Subject to the following sentence, if the IRS were to successfully assert that the adoption of the Proposed Amendments and issuance of Amended Notes cause an Exchange, then the treatment of the Exchange as a recapitalization would result in the Consenting Holders (a) not recognizing gain or loss on the Exchange for U.S. federal income tax purposes and (b) having the same adjusted tax basis and holding period in their Amended Notes after the Taxable Exchange that they had in their Original Notes. If the Consent Fee is treated as additional consideration paid in exchange for the Original Notes, then the Consenting Holders (i) would recognize gain taxable as ordinary interest income in the amount of the Consent Fee and (ii) would increase their basis in the Amended

Notes by the amount of the Consent Fee. Without regard to whether the Exchange is characterized as a tax-free recapitalization, the Amended Notes would be treated as issued with original issue discount for U.S. federal income tax purposes to the extent that the redemption price of the Amended Notes exceeds their deemed issue price, determined as of the date of the Exchange, by more than a *de minimis* amount. Each Holder of an Amended Note issued with original issue discount would be required to include certain amounts in gross income as interest for U.S. federal income tax purposes before receipt of the cash to which such interest income is attributable. As discussed above, however, we do not believe that the adoption of the Proposed Amendments and issuance of Amended Notes will cause an Exchange and, therefore, we do not believe that it is necessary to redetermine the accrual of original issue discount on the Amended Notes.

#### **Consequences to Non-Consenting Holders**

The Consent Solicitation and adoption of the Proposed Amendments will not be a taxable event for U.S. federal income tax purposes for a Non-Consenting Holder. Non-Consenting Holders will recognize income on their Original Notes at the same time and in the same manner as they would have recognized such income had the Consent Solicitation not occurred, the Proposed Amendments not been adopted and Amended Notes issued to Consenting Holders in lieu of Original Notes.

**THIS DISCUSSION OF MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. TAX CONSEQUENCES OF PARTICIPATING IN THE CONSENT SOLICITATION, THE ADOPTION OF THE PROPOSED AMENDMENTS, THE EXCHANGE OF NOTES AND THE HOLDING OF ORIGINAL NOTES OR AMENDED NOTES.**

#### **GENERAL**

Holders with questions should contact Randall J. Weisenburger, our Chief Financial Officer, at 212-415-3393.

Thank you for your attention to this matter.

**OMNICOM GROUP INC.  
OMNICOM CAPITAL INC.  
OMNICOM FINANCE INC.**



## ANNEX A

### THE PROPOSED AMENDMENTS

The Proposed Amendments described below will be made to the Indenture upon consummation of the Consent Solicitation.

The terms of the Proposed Amendments are described below and will be made to the Indenture upon consummation of the Consent Solicitation. The Issuers may also make certain other changes in the Indenture of a technical or conforming nature, including the creation, modification and/or deletion of certain definitions and the elimination of certain cross-references to conform with the forgoing changes. Additions are shown in bold and double underscore and deletions are shown as strike-through text. By delivering a Consent, each Consenting Holder will be deemed, as to itself and its subsequent transferees, to have agreed to the changes reflected below. In the event we receive Consents from 100% of the Holders, the Proposed Amendment will be modified appropriately to reflect that only Amended Notes will be outstanding.

- I. New EXHIBIT A-1-1 (Amended Notes - Form of Face of Global Security) shall be added as follows (marked text reflects changes from the Original Notes):**

#### **EXHIBIT A-1-1**

#### **[FORM OF FACE OF GLOBAL SECURITY]**

FOR PURPOSES OF SECTIONS 1273 AND 1275 OF THE INTERNAL REVENUE CODE, THIS SECURITY IS ISSUED WITH AN INDETERMINATE AMOUNT OF ORIGINAL ISSUE DISCOUNT FOR UNITED STATES FEDERAL INCOME TAX PURPOSES. THE ISSUE DATE IS FEBRUARY 7, 2001 (THE "ORIGINAL ISSUE DATE"), AND THE YIELD TO MATURITY FOR PURPOSES OF ACCRUING ORIGINAL ISSUE DISCOUNT IS 6.71% PER ANNUM. THE HOLDER OF THIS SECURITY MAY OBTAIN THE PROJECTED PAYMENT SCHEDULE BY SUBMITTING A WRITTEN REQUEST FOR SUCH INFORMATION TO: OMNICOM GROUP INC., 437 MADISON AVENUE, 9TH FLOOR, NEW YORK, NEW YORK 10022, ATTENTION: GENERAL COUNSEL.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE ISSUERS OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS TO NOMINEES OF THE DEPOSITORY TRUST COMPANY, OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY, THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN OR THEREIN MAY BE REOFFERED, SOLD, ASSIGNED,

TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH OMNICOM GROUP INC. (THE "COMPANY") OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (D) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (A)(1), (2),(3) OR (7) OF RULE 501 UNDER THE SECURITIES ACT THAT IS ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL "ACCREDITED INVESTOR," FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, (E) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (D) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

THE FOREGOING LEGEND MAY BE REMOVED FROM THIS SECURITY ON SATISFACTION OF THE CONDITIONS SPECIFIED IN THE INDENTURE.

**OMNICOM GROUP INC.**

**Liquid Yield Option™ Note due 2031  
(Zero Coupon - Senior)**

No. R-  
Issue Date:  
Issue Price: \$1,000

CUSIP:

Each of OMNICOM GROUP INC., a New York corporation, OMNICOM CAPITAL INC., a Connecticut corporation, and OMNICOM FINANCE INC., a Delaware corporation, jointly and severally, promises to pay to Cede & Co. or registered assigns, the Issue Price of [\_\_\_\_\_ (\$\_\_\_\_\_)], or if greater, the Principal Amount at Maturity, on February 7, 2031.

This Security shall bear no interest other than Contingent Cash Interest, if any, and Contingent Additional Principal will accrue as specified on the other side of this Security. This Security is convertible as specified on the other side of this Security.

Additional provisions of this Security are set forth on the other side of this Security.

Dated: \_\_\_\_\_

OMNICOM GROUP INC.

By: \_\_\_\_\_  
Title:

OMNICOM CAPITAL INC.

By: \_\_\_\_\_  
Title:

OMNICOM FINANCE INC.

By: \_\_\_\_\_  
Title:

TRUSTEE'S CERTIFICATE OF  
AUTHENTICATION

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Trustee, certifies that this  
is one of the Securities referred  
to in the within-mentioned Indenture (as  
defined on the other side of this Security).

By \_\_\_\_\_  
Authorized Officer

Dated: \_\_\_\_\_

[FORM OF REVERSE SIDE OF LYON]

Liquid Yield Option™ Note due 2031  
(Zero Coupon-Senior)

1. Interest.

This Security shall not bear interest, except as specified in this paragraph or in paragraph 5 hereof. If the Principal Amount at Maturity hereof or any portion of such Principal Amount at Maturity is not paid when due (whether upon acceleration pursuant to Section 6.02 of the Indenture, upon the date set for payment of the Redemption Price pursuant to paragraph 6 hereof, upon the date set for payment of the Purchase Price or Change in Control Purchase Price pursuant to paragraph 7 hereof or upon the maturity of this Security) or if Contingent Cash Interest, if any, due hereon or any portion of such interest is not paid when due in accordance with paragraph 5 hereof, then in each such case the overdue amount shall, to the extent permitted by law, bear interest at the sum of the rate of 1% per annum plus a percentage per annum equal to the rate of accrual of Contingent Additional Principal, if any, compounded semiannually, which interest shall accrue from the date such overdue amount was originally due to the date payment of such amount, including interest thereon, has been made or duly provided for. All such interest shall be payable on demand. The accrual of such interest on overdue amounts shall be in lieu of, and not in addition to, the continued accrual of Contingent Additional Principal.

2. Method of Payment.

Subject to the terms and conditions of the Indenture, and except as otherwise provided in the Indenture, the Issuers or the Purchase Party will make payments in respect of Redemption Prices, Purchase Prices, Change in Control Purchase Prices and at maturity of this Security to Holders who surrender Securities to a Paying Agent to collect such payments in respect of the Securities. In addition, the Issuers will pay Contingent Cash Interest, if any. The Issuers or the Purchase Party will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Issuers or the Purchase Party may make such cash payments by check payable in such money if the Security is not registered in the name of Cede & Co. or a nominee thereof. If the Security is registered in the name of Cede & Co. or a nominee thereof, the Issuers or the Purchase Party may make such cash payments by wire transfer. Any payment required to be made on any day that is not a Business Day will be made on the next succeeding Business Day.

3. Paying Agent, Conversion Agent, Registrar and Bid Solicitation Agent.

Deutsche Bank Trust Company Americas (the "Trustee"), will act as Paying Agent, Conversion Agent, Registrar and Bid Solicitation Agent. The Issuers may appoint and change any Paying Agent, Conversion Agent, Registrar or co-registrar or Bid Solicitation Agent without notice, other than notice to the Trustee, except that the Issuers will maintain at least one Paying Agent in the State of New York, City of New York, Borough of Manhattan, which shall initially be an office or agency of the Trustee. The Issuers or any of their Subsidiaries or any of their Affiliates may act as Paying Agent, Conversion Agent, Registrar or co-registrar. None of the Issuers, any of their Subsidiaries or any of their Affiliates shall act as Bid Solicitation Agent.

4. Indenture.

The Company initially issued the Securities under an Indenture dated as of February 7, 2001, between the Company and the Trustee as amended by the First Supplemental Indenture, dated as of February 13, 2004, among the Issuers and the Trustee, the Second Supplemental Indenture, dated as of November 4, 2004, among the Issuers and the Trustee, ~~and~~ the Third Supplemental Indenture, dated as of November 30, 2004, among the Issuers and the Trustee, the Fourth Supplemental Indenture, dated as of July 10, 2008, among the Issuers and the Trustee, the Fifth Supplemental Indenture, dated as of January 20, 2009 and the Sixth Supplemental Indenture, dated as of the date hereof, among the Issuers and the Trustee (as so amended, the "Indenture"). The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as in effect from time to time (the "TIA"). Capitalized terms used herein and not defined

herein have the meanings ascribed thereto in the Indenture. The Securities are subject to all such terms, and Securityholders are referred to the Indenture and the TIA for a statement of those terms.

The Securities are general unsecured and unsubordinated obligations of the Issuers limited to \$850,000,000 aggregate Issue Price (subject to Section 2.07 of the Indenture). The Indenture does not limit other indebtedness of the Issuers, secured or unsecured.

Before February 7, 2021, the Principal Amount at Maturity of a Security will be equal to the Issue Price of the Security. On or after February 7, 2021, if the February 7, 2021 Average Conversion Value of a Security is greater than the Issue Price but less than or equal to 220% of the Issue Price, then the Principal Amount at Maturity of a Security will be equal to the February 7, 2021 Average Conversion Value of the Security on February 7, 2021, but in no event greater than two times the Issue Price; provided that if the February 7, 2021 Average Conversion Value exceeds two times the Issue Price, then the Principal Amount at Maturity will equal to two times the Issue Price. If that February 7, 2021 Average Conversion Values exceeds 220% of the Issue Price or is less than or equal than the Issue Price then the Principal Amount at Maturity will equal the Issue Price.

#### 5. Contingent Cash Interest.

Subject to the record date provisions specified in this paragraph 5, the Issuers shall pay, jointly and severally, contingent cash interest (“Contingent Cash Interest”) to the Holder of this Security during any six-month period (each a “Contingent Interest Period”) from February 8 to August 7 or from August 8 to February 7, commencing on or after February 8, ~~2006~~2012, if the average of the LYON Market Prices for each of the days in the Five-Day Period with respect to such Contingent Interest Period equals or exceeds 120% of the Issue Price at Maturity of this Security.

Contingent Cash Interest, if any, will accrue from the first day of the applicable six-month period and be payable quarterly on January 31, April 30, July 31 and October 31 (each a “Contingent Interest Payment Date”) of the relevant six-month period to Holders of the Security on the record date, which will be each April 15, July 15, October 15 and January 15, immediately preceding each applicable payment date set forth below.

For any six-month period, the amount of Contingent Cash Interest payable on any Contingent Interest Payment Date per \$1,000 Issue Price thereof in respect of any Contingent Interest Period shall equal the amounts set forth below per \$1,000 Issue Price for each applicable six-month period.

Payment Date	Quarterly Interest	Payment Date	Quarterly Interest
April 30, 2006.....	\$1.87	October 31, 2018.....	\$3.39
July 31, 2006.....	\$1.87	January 31, 2019.....	\$3.39
October 31, 2006.....	\$1.99	April 30, 2019.....	\$3.39
January 31, 2007.....	\$1.99	July 31, 2019.....	\$3.39
April 30, 2007.....	\$1.99	October 31, 2019.....	\$3.51
July 31, 2007.....	\$1.99	January 31, 2020.....	\$3.51
October 31, 2007.....	\$2.11	April 30, 2020.....	\$3.51
January 31, 2008.....	\$2.11	July 31, 2020.....	\$3.51
April 30, 2008.....	\$2.11	October 31, 2020.....	\$3.63
July 31, 2008.....	\$2.11	January 31, 2021.....	\$3.63
October 31, 2008.....	\$2.22	April 30, 2021.....	\$3.63
January 31, 2009.....	\$2.22	July 31, 2021.....	\$3.63
April 30, 2009.....	\$2.22	October 31, 2021.....	\$3.75
July 31, 2009.....	\$2.22	January 31, 2022.....	\$3.75
October 31, 2009.....	\$2.34	April 30, 2022.....	\$3.75
January 31, 2010.....	\$2.34	July 31, 2022.....	\$3.75
April 30, 2010.....	\$2.34	October 31, 2022.....	\$3.86
July 31, 2010.....	\$2.34	January 31, 2023.....	\$3.86
October 31, 2010.....	\$2.46	April 30, 2023.....	\$3.86
January 31, 2011.....	\$2.46	July 31, 2023.....	\$3.86
April 30, 2011.....	\$2.46	October 31, 2023.....	\$3.98

July 31, 2011 .....	\$2.46	January 31, 2024 .....	\$3.98
October 31, 2011 .....	\$2.57	April 30, 2024 .....	\$3.98
January 31, 2012 .....	\$2.57	July 31, 2024 .....	\$3.98
April 30, 2012 .....	\$2.57	October 31, 2024 .....	\$4.10
July 31, 2012 .....	\$2.57	January 31, 2025 .....	\$4.10
October 31, 2012 .....	\$2.69	April 30, 2025 .....	\$4.10
January 31, 2013 .....	\$2.69	July 31, 2025 .....	\$4.10
April 30, 2013 .....	\$2.69	October 31, 2025 .....	\$4.21
July 31, 2013 .....	\$2.69	January 31, 2026 .....	\$4.21
October 31, 2013 .....	\$2.81	April 30, 2026 .....	\$4.21
January 31, 2014 .....	\$2.81	July 31, 2026 .....	\$4.21
April 30, 2014 .....	\$2.81	October 31, 2026 .....	\$4.33
July 31, 2014 .....	\$2.81	January 31, 2027 .....	\$4.33
October 31, 2014 .....	\$2.93	April 30, 2027 .....	\$4.33
January 31, 2015 .....	\$2.93	July 31, 2027 .....	\$4.33
April 30, 2015 .....	\$2.93	October 31, 2027 .....	\$4.45
July 31, 2015 .....	\$2.93	January 31, 2028 .....	\$4.45
October 31, 2015 .....	\$3.04	April 30, 2028 .....	\$4.45
January 31, 2016 .....	\$3.04	July 31, 2028 .....	\$4.45
April 30, 2016 .....	\$3.04	October 31, 2028 .....	\$4.56
July 31, 2016 .....	\$3.04	January 31, 2029 .....	\$4.56
October 31, 2016 .....	\$3.16	April 30, 2029 .....	\$4.56
January 31, 2017 .....	\$3.16	July 31, 2029 .....	\$4.56
April 30, 2017 .....	\$3.16	October 31, 2029 .....	\$4.68
July 31, 2017 .....	\$3.16	January 31, 2030 .....	\$4.68
October 31, 2017 .....	\$3.28	April 30, 2030 .....	\$4.68
January 31, 2018 .....	\$3.28	July 31, 2030 .....	\$4.68
April 30, 2018 .....	\$3.28	October 31, 2030 .....	\$4.80
July 31, 2018 .....	\$3.28	January 31, 2031 .....	\$4.80

“Five-Day Period” means, with respect to any Contingent Interest Period, the five trading days ending on the second trading day immediately preceding the first day of such Contingent Interest Period; provided, however, if the Company shall have declared a Regular Cash Dividend on its Common Stock that is payable during such Contingent Interest Period but for which the record date for determining stockholders entitled thereto precedes the first day of such Contingent Interest Period, then “Five-Day Period” shall mean, with respect to such Contingent Interest Period, the five trading days ending on the second trading day immediately preceding such record date.

“Regular Cash Dividends” means quarterly or other periodic cash dividends on the Company’s Common Stock as declared by the Board of Directors as part of its cash dividend payment practices and that are not designated by the Board of Directors as extraordinary or special or other nonrecurring dividends.

“LYON Market Price” means, as of any date of determination, the average of the secondary market bid quotations per \$1,000 Principal Amount at Maturity obtained by the Bid Solicitation Agent for \$10 million Principal Amount at Maturity of Securities at approximately 4:00 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers in The City of New York (none of which shall be an Affiliate of the Issuers) selected by the Issuers; provided, however, if (a) at least three such bids are not obtained by the Bid Solicitation Agent or (b) in the Issuers’ reasonable judgment, the bid quotations are not indicative of the secondary market value of the Securities as of such determination date, then the LYON Market Price for such determination date shall equal (i) the Conversion Rate in effect as of such determination date multiplied by (ii) the average of the Sale Prices of the Common Stock for each of the five trading days ending on such determination date, appropriately adjusted to take into account the occurrence, during the period commencing on the first of such trading days during such five trading day period and ending on such determination date, of any event described in Section 10.06, 10.07 or 10.08 (subject to the conditions set forth in Sections 10.09 and 10.10) of the Indenture.

The Issuers will determine every six months, commencing February 8, 2006, whether the conditions to the payment of Contingent Cash Interest have been satisfied and, if so, the Issuers shall promptly notify the Holders of this Security of such determination and shall use their reasonable best efforts to post this information on their web site or, at their option, otherwise publicly disclose this information.

6. Redemption at the Option of the Issuers.

No sinking fund is provided for the Securities. The Issuers cannot redeem the Securities before February 7, 2009~~2011~~. On February 9, 2009, February 1, 2010, February 1, 2011, February 1, 2012 and February 1, 2013 the Issuers may, at their option, redeem the Securities for cash in whole or in part at the Issue Price of the Securities.

On or after February 7, 2014, and before February 7, 2021, the Issuers may, at their option, redeem the Securities for cash at any time in whole or from time to time in part at the Issue Price of the Securities.

On or after February 7, 2021, the Issuers may redeem the Securities at any time in whole or in part at the Issue Price plus accrued Contingent Additional Principal, if any. The price to be paid for any such redemption is referred to as the "Redemption Price." The Securities will be redeemable in integral multiples of \$1,000 of Principal Amount at Maturity.

In addition to the Redemption Price payable with respect to all Securities or portions thereof to be redeemed as of a Redemption Date, the Holders of such Securities (or portions thereof) shall be entitled to receive accrued and unpaid Contingent Cash Interest, if any, with respect thereto, which Contingent Cash Interest shall be paid in cash on the Redemption Date.

7. Purchase by the Issuers at the Option of the Holder.

Subject to the terms and conditions of the Indenture, the Issuers shall become obligated to purchase, at the option of the Holder, the Securities held by such Holder on the following Purchase Dates and at the following Purchase Prices per \$1,000 Principal Amount at Maturity, upon delivery of a Purchase Notice containing the information set forth in the Indenture, at any time from the opening of business on the date that is 20 Business Days prior to such Purchase Date until the close of business on the third Business Day prior to the Purchase Date and upon delivery of the Securities to the Paying Agent by the Holder as set forth in the Indenture.

<u>Purchase Date</u>	<u>Purchase Price</u>
February 7, 2002 through February 7, 2021	Issue Price of the Security
February 7, 2022 through February 7, 2030	Issue Price of the Security plus accrued Contingent Additional Principal, if any

The Purchase Price shall be paid in cash and shall be paid by a Purchase Party if so designated by the Issuers, in accordance with the terms of the Indenture.

At the option of the Holder and subject to the terms and conditions of the Indenture, the Issuers shall become obligated to purchase the Securities held by such Holder 35 Business Days after the occurrence of a Change in Control of the Company occurring on or prior to February 7, 2006 for a Change in Control Purchase Price equal to \$1,000 per Security, which Change in Control Purchase Price shall be paid in cash.

If at least 90% in aggregate Principal Amount at Maturity of the Securities outstanding immediately prior to the Change in Control are purchased on the Change in Control Purchase Date, the Issuers may, within 90 days following the Change in Control Purchase Date, at their option, redeem all of the remaining Securities at a Redemption Price per Security equal to the Issue Price of such Security.

In addition to the Purchase Price or Change in Control Purchase Price, as the case may be, payable with respect to all Securities or portions thereof to be purchased as of the Purchase Date or the Change in Control Purchase Date,



as the case may be, the Holders of such Securities (or portions thereof) shall be entitled to receive accrued and unpaid Contingent Cash Interest, if any, with respect thereto, which Contingent Cash Interest shall be paid in cash promptly following the later of the Purchase Date or the Change in Control Purchase Date, as the case may be and the time of delivery of such Securities to the Paying Agent pursuant to the Indenture.

Holders have the right to withdraw any Purchase Notice or Change in Control Purchase Notice, as the case may be, by delivering to the Paying Agent a written notice of withdrawal in accordance with the provisions of the Indenture.

If cash (and/or securities if permitted under the Indenture) sufficient to pay the Purchase Price or Change in Control Purchase Price, as the case may be, of, together with any accrued and unpaid Contingent Cash Interest with respect to, all Securities or portions thereof to be purchased as of the Purchase Date or the Change in Control Purchase Date, as the case may be, is deposited with the Paying Agent on or prior to the Business Day following the Purchase Date or the Change in Control Purchase Date, as the case may be, Contingent Additional Principal and Contingent Cash Interest, if any, shall cease to accrue on such Securities (or portions thereof) immediately after such Purchase Date or Change in Control Purchase Date, as the case may be, and the Holder thereof shall have no other rights as such (other than the right to receive the Purchase Price or Change in Control Purchase Price, as the case may be, and accrued and unpaid Contingent Cash Interest, if any, upon surrender of such Security).

#### 8. Notice of Redemption.

Notice of redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to each Holder of Securities to be redeemed at the Holder's registered address. If money sufficient to pay the Redemption Price of, and accrued and unpaid Contingent Cash Interest, if any, with respect to, all Securities (or portions thereof) to be redeemed on the Redemption Date is deposited with the Paying Agent prior to or on the Redemption Date, immediately after such Redemption Date, Contingent Additional Principal and Contingent Cash Interest, if any, shall cease to accrue on such Securities or portions thereof. Securities in denominations larger than \$1,000 of Principal Amount at Maturity may be redeemed in part but only in integral multiples of \$1,000 of Principal Amount at Maturity.

#### 9. Conversion.

Holders may surrender Securities for conversion only if at least one of the conditions described in (a) through (d) below is satisfied. In addition, a Security for which a Holder has delivered a Purchase Notice or a Change in Control Purchase Notice requiring the Issuers to purchase the Security may be surrendered for conversion only if such notice is withdrawn in accordance with the Indenture.

The initial Conversion Rate is 9.09 shares per \$1,000 Issue Price of a Security, subject to adjustment upon the occurrence of certain events described in the Indenture. A Holder otherwise entitled to a fractional share will receive cash in an amount equal to the value of such fractional share based on the Sale Price on the trading day immediately preceding the Conversion Date.

The ability to surrender Securities for conversion will expire at the close of business on February 7, 2031.

(a) Before February 7, 2021, Holders may surrender a Security for conversion during any calendar quarter, commencing after March 31, 2001 if the average Conversion Value of the Security for each of the last 20 trading days in the preceding calendar quarter is greater than or equal to a specified percentage of the Issue Price; 125% for the quarter ending June 30, 2001, and increasing 5% per quarter for each quarter thereafter up to a maximum of 220% of the Issue Price of the Security for the quarter ending June 30, 2006. Thereafter, this percentage shall remain at 220%. On or after February 7, 2021 Holders may surrender a Security for conversion during any calendar quarter if the average of the Conversion Values of the Security for each of the last 20 trading days in the preceding calendar quarter is greater than or equal to 110% of the Principal Amount at Maturity of the Security. If either of the foregoing conditions is satisfied, then the Securities will become and remain convertible at any time thereafter at the option of the Holder, through maturity.

On February 7, 2021, if the average of the Conversion Values of the Security for each of the preceding 20 trading days of a Security is greater than or equal to 220% of the Issue Price of the Security, then the Security will become and remain convertible at any time thereafter at the option of the Holder, through maturity.

(b) Holders may also surrender a Security for conversion any time after the credit rating assigned to the Securities is reduced to Baa3 or lower by Moody's Investors Service, Inc. or BBB or lower by Standard & Poor's Ratings Services, even if the credit rating assigned has subsequently been changed to a higher rating.

(c) A Holder may surrender for conversion a Security with respect to which the Issuers have mailed a Redemption Notice at any time prior to the close of business on the second Business Day prior to the Redemption Date, even if it is not otherwise convertible at that time.

(d) If the Company elects to

- distribute to all Holders of Common Stock certain rights entitling them to purchase, for a period expiring within 60 days, Common Stock at less than the Sale Price at the time, or
- distribute to all Holders of Common Stock assets, debt securities or certain rights to purchase securities of the Company, which distribution has a per share value as determined by the Company's Board of Directors exceeding 15% of the closing price of the Common Stock on the day preceding the declaration date for such distribution,

the Company must notify the Holders of Securities at least 20 days prior to the Ex-Dividend Date for such distribution. Once the Company has given such notice, Holders may surrender their Securities for conversion at any time thereafter until the earlier of the close of business on the Business Day prior to the Ex-Dividend Date or the Company's announcement that such distribution will not take place.

Contingent Cash Interest will not be paid on Securities that are converted; provided, however that Holders of Securities surrendered for conversion during the period from the close of business on any record date for determining an obligation to pay Contingent Cash Interest to the opening of business on the date on which such Contingent Cash Interest is payable, shall be entitled to receive such Contingent Cash Interest on the date on which such Contingent Cash Interest is payable. Except Securities with respect to which the Issuers have mailed a Notice of Redemption, Securities surrendered for conversion during such periods must be accompanied by payment of an amount equal to the Contingent Cash Interest with respect thereto that the registered Holder is to receive.

The Conversion Rate will not be adjusted for accrued Contingent Additional Principal, if any, or Contingent Cash Interest, if any. As soon as practicable following the Conversion Date, the Issuers will deliver through the Conversion Agent, the Cash Amount, together with cash or a certificate for the number of full shares of Common Stock into which the Premium of any Security is converted and any cash payment for fractional shares. Delivery to the Holder of the Cash Amount, together with such cash or shares of Common Stock deliverable in connection with the Premium, will be deemed to satisfy the Issuers' obligation to pay the Principal Amount at Maturity of and any accrued Contingent Principal Amount on the Security.

Subject to the provisions of this paragraph 9 and notwithstanding the fact that any other condition to conversion has not been satisfied, in the event the Company is a party to a consolidation, merger or binding share exchange pursuant to which the Common Stock would be converted into cash, securities or other property as set forth in Section 10.14 of the Indenture, the Securities may be surrendered for conversion at any time from and after the date which is 15 days prior to the date the Company announces the anticipated effective time until 15 days after the actual effective date of such transaction, and at the effective time of such transaction the right to convert a Security into Common Stock will be deemed to have changed into a right to convert it into the kind and amount of cash, securities or other property which the Holder would have received if the Holder had converted its Security immediately prior to the transaction. If the transaction also constitutes a Change in Control, the Holder will be able to require the Company to purchase all or a portion of its Securities as described under paragraph 7 herein.

To convert a Security, a Holder must (1) complete and manually sign the conversion notice below (or complete and manually sign a facsimile of such notice) and deliver such notice to the Conversion Agent, (2) surrender the Security to the Conversion Agent, (3) furnish appropriate endorsements and transfer documents if required by the Conversion Agent, the Issuers or the Trustee and (4) pay any transfer or similar tax, if required. The "Conversion Date" as used herein refers to the date on which all of the foregoing requirements have been satisfied.

A Holder may convert a portion of a Security if the Issue Price of such portion is \$1,000 or an integral multiple of \$1,000. No payment or adjustment will be made for dividends on the Common Stock except as provided in the Indenture. On conversion of a Security, that portion of accrued Contingent Additional Principal attributable to the period from the Issue Date through the Conversion Date and (except as provided above) accrued Contingent Cash Interest with respect to the converted Security shall not be cancelled, extinguished or forfeited, but rather shall be deemed to be paid in full to the Holder thereof through the delivery of the Cash Amount, together with cash or Common Stock in respect of the Premium, in exchange for the Security being converted pursuant to the terms hereof; and the fair market value of such cash or Common Stock in respect of the Premium, shall be treated as delivered to the extent thereof, in exchange for Contingent Additional Principal accrued through the Conversion Date and accrued Contingent Cash Interest, and the Cash Amount shall be treated as delivered in exchange for the Issue Price of the Security being converted pursuant to the provisions hereof.

The Conversion Rate will be adjusted as provided in Article 10 **of the Indenture, except, during the period from and including April 30, 2009 through January 31, 2012, no adjustment shall be made pursuant to Section 10.08(d)** of the Indenture. However, no adjustment need be made if Securityholders may participate in the transaction or in certain other cases. The Company from time to time may voluntarily increase the Conversion Rate.

10. Conversion Arrangement on Call for Redemption.

Any Securities called for redemption, unless surrendered for conversion before the close of business on the Redemption Date, shall be deemed to be purchased from the Holders of such Securities at an amount not less than the Redemption Price, by one or more investment bankers or other purchasers who may agree with the Issuers to purchase such Securities from the Holders, to convert them into Common Stock of the Company and to make payment for such Securities to the Trustee in trust for such Holders.

11. Defaulted Interest.

Except as otherwise specified with respect to the Securities, any Defaulted Interest on any Security shall forthwith cease to be payable to the registered Holder thereof on the relevant accrual date, by virtue of having been such Holder, and such Defaulted Interest may be paid, jointly and severally, by the Issuers as provided in Section 11.02 of the Indenture.

12. Denominations; Transfer; Exchange.

The Securities are in fully registered form, without coupons, in denominations of \$1,000 of Principal Amount at Maturity and integral multiples of \$1,000. A Holder may transfer or exchange Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not transfer or exchange any Securities selected for redemption (except, in the case of a Security to be redeemed in part, the portion of the Security not to be redeemed) or any Securities in respect of which a Purchase Notice or Change in Control Purchase Notice has been given and not withdrawn (except, in the case of a Security to be purchased in part, the portion of the Security not to be purchased) or any Securities for a period of 15 days before the mailing of a Notice of Redemption of Securities to be redeemed.

13. Persons Deemed Owners.

The registered Holder of this Security may be treated as the owner of this Security for all purposes.

14. Unclaimed Money or Securities.

The Trustee and the Paying Agent shall return pro rata to the Issuers upon written request any money or securities held by them for the payment of any amount with respect to the Securities that remains unclaimed for two years, subject to applicable unclaimed property laws. After return to the Issuers, Holders entitled to the money or securities must look to the Issuers for payment as general creditors unless an applicable abandoned property law designates another person.

15. Amendment; Waiver.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Securities may be amended with the written consent of the Holders of at least a majority in aggregate Principal Amount at Maturity of the Securities at the time outstanding and (ii) certain Defaults may be waived with the written consent of the Holders of a majority in aggregate Principal Amount at Maturity of the Securities at the time outstanding. Subject to certain exceptions set forth in the Indenture, without the consent of any Securityholder, the Issuers and the Trustee may amend the Indenture or the Securities to cure any ambiguity, omission, defect or inconsistency, or to comply with Article 5 or Section 10.14 of the Indenture, to secure the Issuers' obligations under this Security or to add to the Issuers' covenants for the benefit of the Securityholders or to surrender any right or power conferred, or to comply with any requirement of the SEC in connection with the qualification of the Indenture under the TIA, or as necessary in connection with the registration of the Securities under the Securities Act.

16. Defaults and Remedies.

Under the Indenture, Events of Default include (i) default in the payment of the Principal Amount at Maturity, Contingent Additional Principal, Redemption Price, Purchase Price or Change in Control Purchase Price on any Security when the same becomes due and payable at its Stated Maturity, upon redemption, upon acceleration, when due for purchase by the Issuers or otherwise; (ii) default in payment of any Contingent Cash Interest upon any Security, and such default shall continue for 30 days; (iii) failure by the Issuers to comply with other agreements in the Indenture or the Securities, subject to notice and lapse of time; (iv) (a) failure of the Issuers to make any payment by the end of any applicable grace period after maturity of Indebtedness in an amount (taken together with amounts in (b) below) in excess of \$100,000,000, and continuance of such failure or (b) the acceleration of Indebtedness in an amount (taken together with amounts in (a) above) in excess of \$100,000,000 because of a default with respect to such Indebtedness without such Indebtedness having been discharged or such acceleration having been cured, waived, rescinded or annulled in case of (a) and (b) above, for a period of 30 days after written notice to the Issuers by the Trustee or to the Issuers and the Trustee by the Holders of not less than 25% in aggregate Principal Amount at Maturity of the Securities then outstanding; however if any such failure or acceleration referred to in (a) or (b) above shall cease or be cured, waived, rescinded or annulled, then the Event of Default by reason thereof shall be deemed not to have occurred, or (v) certain events of bankruptcy or insolvency affecting the Issuers or their Significant Subsidiaries. If an Event of Default shall have occurred and be continuing, either the Trustee, or the Holders of not less than 25% in aggregate Principal Amount at Maturity of the Securities then outstanding may declare the Issue Price, plus any accrued and unpaid Contingent Cash Interest and Contingent Additional Principal through the date of such declaration, if any, to be immediately due and payable. In case of certain events of bankruptcy or insolvency of the Issuers, the Issue Price plus accrued and unpaid Contingent Cash Interest and Contingent Additional Principal, if any, shall automatically become immediately due and payable.

Securityholders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Securities unless it receives indemnity or security reasonably satisfactory to it. Subject to certain limitations, Holders of a majority in aggregate Principal Amount at Maturity of the Securities at the time outstanding may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Securityholders notice of any continuing Default (except a Default in payment of amounts specified in clause (i) or (ii) above) if it determines that withholding notice is in their interests.

17. Trustee Dealings with the Issuers.

Subject to certain limitations imposed by the TIA, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with and collect obligations owed

to it by the Issuers or their Affiliates and may otherwise deal with the Issuers or their Affiliates with the same rights it would have if it were not Trustee.

18. Authentication.

This Security shall not be valid until an authorized signatory of the Trustee manually signs the Trustee's Certificate of Authentication on the other side of this Security.

19. Abbreviations.

Customary abbreviations may be used in the name of a Securityholder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

20. Governing Law.

THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE INDENTURE AND THIS SECURITY.

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The Issuers will furnish to any Securityholder upon written request and without charge a copy of the Indenture. Requests may be made to:

Omnicom Group Inc.  
437 Madison Avenue, 9th Floor  
New York, New York 10022  
Attention: General Counsel

ASSIGNMENT FORM

CONVERSION NOTICE

To assign this Security, fill in the form below:

To convert this Security into Common Stock of the Company, check the box:

I or we assign and transfer this Security to

\_\_\_\_\_  
\_\_\_\_\_

To convert only part of this Security, state the Issue Price to be converted (which must be \$1,000 or any integral multiple thereof);

(Insert assignee's soc. sec. or tax ID no.)

\$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If you want the stock certificate made out in another person's name, fill in the form below:

\_\_\_\_\_  
(Print or type assignee's name, address and zip code)

\_\_\_\_\_  
\_\_\_\_\_

and irrevocably appoint

(Insert other person's soc. sec. or tax ID no.)

\_\_\_\_\_ agent to transfer this Security on the books of the Issuers. The agent may substitute another to act for him.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Print or type other person's name, address and zip code)

\_\_\_\_\_  
Date: \_\_\_\_\_ Your Signature: \_\_\_\_\_

\_\_\_\_\_  
(Sign exactly as your name appears on the other side of this Security)

**OMNICOM GROUP INC.  
OMNICOM CAPITAL INC.  
OMNICOM FINANCE INC.**

**CONSENT**

**CONSENT TO THE PROPOSED AMENDMENTS DESCRIBED IN EXHIBIT A TO THE CONSENT  
SOLICITATION STATEMENT DATED JANUARY 22, 2009**

**PLEASE COMPLETE THE FOLLOWING TABLE**

<b>DESCRIPTION OF ORIGINAL NOTES TO WHICH CONSENT IS GIVEN AND DEEMED TO BE EXCHANGED FOR AMENDED NOTES</b>			
<b>Name(s) and Address(es) of Registered Holder(s) (please fill in, if blank, exactly as name(s) appear(s) on Notes) or DTC Participant(s)</b>	<b>Original Notes with Respect to Which This Consent is Given and Deemed to be Exchanged for Amended Notes (Attach additional schedule, if necessary)</b>		
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
	<b>Certificate or Cede &amp; Co. Account Number(s)</b>	<b>Aggregate Principal Amount of Original Notes and corresponding CUSIP number(s)</b>	<b>Principal Amount of Original Notes to Which Consent is Given and Deemed to be Exchanged for Amended Notes (if less than all)*</b>
	<b>Total:</b>		
<p>* If this Consent relates to less than the aggregate principal amount of the Original Notes registered in the name of the Registered Holder(s), or held by DTC for the account of DTC participant(s), named above, list the certificate or account numbers and principal amounts of Original Notes to which this Consent relates. Unless otherwise indicated in the column labeled "Principal Amount of Original Notes to Which Consent is Given and Deemed to be Exchanged for Amended Notes," the undersigned Registered Holder will be deemed to have consented in respect to the entire aggregate principal amount represented by the Original Notes indicated in the column labeled "Aggregate Principal Amount of Original Notes."</p>			
<b>IMPORTANT READ CAREFULLY</b>			
<p>This Consent must be executed by the Registered Holder(s), or the DTC participant(s), in exactly the same manner as the name(s) of such Registered Holder(s) appear(s) on the Original Notes or on the position listing of Cede &amp; Co. If Original Notes to which this Consent relates are held by two or more joint Registered Holders, all such Registered Holders must sign this Consent. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and must submit proper evidence satisfactory to Omnicom of such person's authority so to act. Signatures on this Consent must be guaranteed by a firm that is a member of the Financial Industry Regulatory Authority, or a member of a registered national securities exchange or by a commercial bank or trust company having an office in the United States.</p>			

SIGN HERE

\_\_\_\_\_  
(Signature(s))

DTC Participant Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Names: \_\_\_\_\_  
(Please Print)

Capacity: \_\_\_\_\_

Address: \_\_\_\_\_  
(including Zip Code)

Area Code and Telephone No. ( ) \_\_\_\_\_

Tax Identification or Social Security No. \_\_\_\_\_

**GUARANTEE OF SIGNATURES**

Authorized Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
(Please Print)

Dated: \_\_\_\_\_

Name of Firm: \_\_\_\_\_



**PAYMENT INSTRUCTIONS**

Promptly after the Expiration Date, we will pay to each Holder who is a registered holder of the Original Notes as of the Record Date and who has delivered a valid Consent on or prior to the Expiration Date, which Consent was not revoked on or prior to the Expiration Date, the Consent Fee described in the accompanying Consent Solicitation Statement. *The method of delivery of all documents, including Consents, is at the election and risk of the Holder.*

Payments will be made by us by wire transfer to the account maintained by such registered Holder at DTC. If you desire the payments to be sent in some other way, please so indicate below.

Consenting Holders should indicate in the applicable box the name and address or account at the DTC to which payments are to be issued, sent or deposited **if different** from the name and address or account of the person signing this Consent. In the case of issuance in a different name, the employer identification or social security number of the person named must also be indicated. If no such instructions are given, any payments will be made in the name of, and delivered to, the name and address of the person signing this Consent.

<b>PAYMENT INSTRUCTIONS</b>
Please complete in order to ensure prompt and accurate payment of cash payment.
Issue check to:
Name: _____ (Please Print)
Address: _____ _____ (Including Zip Code)
Contact: _____ Telephone: _____
DTC Account Number: _____
_____ (Taxpayer Identification or Social Security Number) (Complete Substitute Form W-9)

<b>SPECIAL DELIVERY INSTRUCTIONS</b>
To be completed ONLY if the check for the cash payment, issued in the name of undersigned, is to be sent to someone other than the party listed under payment instructions.
Mail check to:
Name: _____ (Please Print)
Address: _____ _____ (Including Zip Code)
Contact: _____ Telephone: _____
_____ (Taxpayer Identification or Social Security Number) (Complete Substitute Form W-9)

**THESE INSTRUCTIONS DO NOT NEED TO BE COMPLETED IF PAYMENT IS TO BE MADE TO THE REGISTERED HOLDER AT ITS ADDRESS OF RECORD**

## SUBSTITUTE FORM W-9

### Taxpayer Identification Number

Under federal income tax law, we may be required to withhold 28% of the amount of any cash payment made to certain registered holders pursuant to the Consent Solicitation or that is made on the Amended Notes. In order to avoid such backup withholding, each consenting registered holder must provide its correct taxpayer identification number (“TIN”) by completing the Substitute Form W-9 set forth on the following pages. In general, the TIN of a registered holder who is an individual is his or her Social Security Number. If the correct TIN is not provided, in addition to being subject to backup withholding, the registered holder may be subject to a \$50 penalty imposed by the Internal Revenue Service. Certain registered holders (including most corporations) are not subject to these backup withholding and reporting requirements. A holder who is not a “United States person” for U.S. federal income tax purposes may qualify as an exempt recipient by submitting a properly completed IRS Form W-8BEN, W-8ECI, W-8IMY or other applicable form, signed under penalty of perjury, attesting to that holder’s non-U.S. status. Failure to comply truthfully with the backup withholding requirements also may result in the imposition of severe criminal penalties and/or fines. For further information regarding backup withholding and instructions for completing Substitute Form W-9 (including how to obtain a TIN if the registered holder does not have one), the registered holder should consult Substitute Form W-9 and the enclosed guidelines for certification of taxpayer identification number on Substitute Form W-9 or the registered holder’s tax advisor.

### Consequences of Failure to File Substitute Form W-9

The failure of a registered holder to complete Substitute Form W-9 will not, by itself, cause the Consent to be invalidly delivered but may require us to withhold 28% of the amount of any cash payment made to such registered holder pursuant to the Solicitation. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund or credit may be obtained, provided the required information is furnished on a timely basis to the IRS.

**NOTE: FAILURE TO COMPLETE AND RETURN THE SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO THE REGISTERED HOLDER PURSUANT TO THE SOLICITATION OR ON THE AMENDED NOTES. PLEASE REVIEW THE SUBSTITUTE FORM W-9 AND THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.**

TO BE COMPLETED BY ALL CONSENTING U.S. HOLDERS

**PAYER NAME: OMNICOM GROUP INC., OMNICOM CAPITAL INC., OMNICOM FINANCE INC.**

<p><b>SUBSTITUTE</b> Form <b>W-9</b> Department of Treasury Internal Revenue Service</p> <p>Payer's Request for Taxpayer Identification Number ("TIN") Certification</p> <p>Name: _____</p>	<p><b>Part 1</b> – PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW:</p>	<p>_____</p> <p>Social Security Number</p> <p>OR</p> <p>_____</p> <p>Employer Identification Number</p>
	<p><b>Part 2</b> – Certification – Under Penalties of Perjury, I certify that:</p> <p>(1) The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me);</p> <p>(2) I am not subject to backup withholding because (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>(3) I am a U.S. person (including a U.S. resident alien).</p> <p><b>Part 3</b> – Awaiting TIN <input type="checkbox"/></p>	
<p><b>Certification Instructions</b> – You must cross out item (2) in the box above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.</p> <p>Signature _____ Date _____, 2009</p>		

NOTE: IF YOU DO NOT COMPLETE AND RETURN THIS FORM YOU MAY BE SUBJECT TO BACKUP WITHHOLDING OF 28% OF PAYMENTS MADE TO YOU PURSUANT TO THE CONSENT SOLICITATION. FOR MORE INFORMATION, PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9.

NOTE: YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 3.

<p><b>CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER</b></p> <p>I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number within sixty (60) days, 28% of all reportable payments made to me thereafter will be withheld until I provide a number.</p> <p>_____</p> <p style="text-align: center;">Signature <span style="float: right;">Date</span></p>
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**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION  
NUMBER ON SUBSTITUTE FORM W-9**

**GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GUIDE THE PAYER.** — Social Security Numbers have nine digits separated by two hyphens: i.e. 000-00-0000. Employer Identification Numbers have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

<b>For this type of account:</b>	<b>Give the SOCIAL SECURITY Number of--</b>	<b>For this type of account:</b>	<b>Give the EMPLOYER IDENTIFICATION Number of--</b>
1. An individual's account	The individual	6. A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)(4)
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)		The corporation
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)	7. Corporate account	The organization
4. a The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)	8. Religious, charitable or education organization account	
b So-called trust account that is not a legal or valid trust under State law	The actual owner(1)	9. Partnership	The partnership
5. Sole proprietorship account	The owner(3)	10. Association, club or other tax exempt organization	The organization
		11. A broker or registered nominee	The broker or nominee
		12. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a Social Security Number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's Social Security Number.
- (3) Show the name of the owner. You may also enter your business name. You may use your Social Security Number or Employer Identification Number.
- (4) List first and circle the name of the legal trust, estate or pension trust.

**NOTE:** If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

## GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

### OBTAINING A NUMBER

If you don't have a Taxpayer Identification Number or you don't know your number, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

### PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on broker transactions include the following:

- A corporation.
- A financial institution.
- An organization exempt from tax under Section 501(a), an individual retirement plan, or a custodial account under Section 403(b)(7), if the account satisfies the requirements of Section 401(f)(2).
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.
- A dealer in securities or commodities required to be registered in the United States, the District of Columbia, or a possession of the United States.
- A real estate investment trust.
- A futures commissions merchant registered with the Commodity Futures Trading Commission.
- A common trust fund operated by a bank under Section 584(a).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.
- A person registered under the Investment Advisors Act of 1940 who regularly acts as a broker.

Payments of dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under Section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Payments described in Section 404(k) made by an employee stock ownership plan.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct Taxpayer Identification Number to the payer.
- Payments of tax-exempt interest (including tax-exempt interest dividends under Section 852).
- Payments described in Section 6049(b)(5) to non-resident aliens.
- Payments on tax-free covenant bonds under Section 1451.
- Payments made by certain foreign organizations.
- Payments of mortgage interest to you.

Exempt payees described above should file Substitute Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.

**PRIVACY ACT NOTICE** — Section 6109 requires most recipients of dividend, interest or other payments to give Taxpayer Identification Numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend and certain other payments to a payee who does not furnish a Taxpayer Identification Number to a payer. Certain penalties may also apply.

### PENALTIES

**(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER.** — If you fail to furnish your Taxpayer Identification Number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING.** — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

**(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION.** — Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE IRS.**

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Any questions or requests for assistance or for additional copies of this Statement and the Consent with respect to the Consent Solicitation may be directed to Randall J. Weisenburger, our Chief Financial Officer, at 212-415-3393 or at the address set forth on page (v) of this Statement. Beneficial owners may also contact their Custodian for assistance concerning the Consent Solicitation.

*The Consent Agent for the Consent Solicitation is:*

Deutsche Bank Trust Company Americas  
60 Wall Street, mailstop NYC 60-2710  
New York, New York 10005  
Attention: Trust & Securities Services  
Facsimile: (732) 578-4635