

713885 / 20
OS IN01

Registration of an overseas company opening a
UK establishment


Companies House
for the record

FC 29909

A fee is payable with this form
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register a
UK establishment

☐ **What this form is NOT for**
You cannot use this form to cl
the details of an existing comp
officer or establishment

FRIDAY



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12/11/2010

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COMPANIES HOUSE

For official use

Part 1 Overseas company details (Name)

Do you propose to carry on business in the UK under the corporate name as
incorporated in your home state or country, or under an alternative name?

- To register using your corporate name, go to **Section A1**
- To register using an alternative name, go to **Section A2**

→ Filling in this form

Please complete in typescript (10pt
or above), or in bold black capitals

All fields are mandatory unless
specified or indicated by *

A1 Corporate company name

Corporate name^①

Urban Regie

^① This must be the corporate name in
the home state or country in which
the company is incorporated under
which you propose to carry on
business in the UK

A2 Alternative name

The company wishes to register an alternative name under which it proposes to
carry on business in the UK under section 1048 of the Companies Act 2006

Corporate name^②

Alternative name
(if applicable)^③

^② Please give your corporate name
as incorporated in your home state
or country

^③ A company may register an
alternative name under which it
proposes to carry on business in the
United Kingdom under Section 1048
of the Companies Act 2006

A3 Overseas company name restrictions^④

This section does not apply to a European Economic Area (EEA) company
registering its corporate name

Please tick the box only if the proposed company name contains sensitive or
restricted words or expressions that require you to seek comments of a
government department or other specified body

- ☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

**^④ Overseas company name
restrictions**

A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk

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Part 2 Overseas company details**B1 Particulars previously delivered**

Have particulars about this company been previously delivered in respect of another UK establishment ❶

- No Go to Section B2
→ Yes Please enter the registration number below and then go to Part 5 of the form Please note the original UK establishment particulars must be filed up to date

❶ The particulars are legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts

UK establishment
registration numberB R **B2 Credit or financial institution**

Is the company a credit or financial institution? ❷

- ☐ Yes
☒ No

❷ Please tick one box

B3 Company details

If the company is registered in its country of incorporation, please enter the details below

Legal form ❸

Unlimited Liability Company

Country of
incorporation *

France

Identity of register
in which it is
registered ❹

Company and commercial register, Paris

Registration number in
that register

508 515 400

❸ This includes whether the company is a private or public company or whether or not the company is limited

❹ This will be the registry where the company is registered in its parent country

B4 EEA or non-EEA member state

Was the company formed outside the EEA?

- Yes Complete Sections B5 and B6
→ No Go to Section B6

B5 Governing law and accounting requirements

Please give the law under which the company is incorporated

Governing law ❺

French

Is the company required to prepare, audit and disclose accounting documents under parent law?

- Yes Complete the details below
→ No Go to Part 3

❺ This means the relevant rules or legislation which regulates the incorporation of companies in that state

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Please give the period for which the company is required to prepare accounts by parent law

From	d	d	m	m
To	d	d	m	m

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period

Months

--	--

B6**Latest disclosed accounts**

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation ❶

☐ Yes

Please indicate what documents have been disclosed

- ☐ Please tick this box if you have enclosed a copy of the accounts
- ☐ Please tick this box if you have enclosed a certified translation of the accounts
- ☐ Please tick this box if no accounts have been disclosed

❶ Please tick the appropriate box(es)

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Part 3 Constitution

C1	Constitution of company¹ The following documents must be delivered with this application - Certified copy of the company's constitution and, if applicable, a certified translation Please tick the appropriate box(es) below <input checked="" type="checkbox"/> I have enclosed a certified copy of the company's constitution <input checked="" type="checkbox"/> I enclose a certified translation, if applicable	1 A certified copy is defined as a copy certified as correct and authenticated by - an officer of the company, permanent representative, person authorised to accept service, administrator, administrative receiver, receiver manager, receiver, and liquidator A certified translation into English must be authenticated by an officer of the company, permanent representative, person authorised to accept service, administrator, administrative receiver, receiver manager, receiver, and liquidator
C2	EEA or non-EEA member state Was the company formed outside the EEA? → Yes Go to Section C3 → No Go to Part 4 'Officers of the company'	
C3	Constitutional documents Are all of the following details in the copy of the constitutional documents of the company? - Address of principal place of business or registered office in home country of incorporation - Objects of the Company - Amount of issued share capital → Yes Go to Part 4 'Officers of the company' → No If any of the above details are not included in the constitutional documents, please enter them in Section C4 The information is not required if it is contained within the constitutional documents accompanying this registration	
C4	Information not included in the constitutional documents Please give the address of principal place of business or registered office in the country of incorporation 2 Building name/number 62 Street Avenue des Champs Elysees Post town Paris County/Region Postcode 7 5 0 0 8 Country France Please give the objects of the company and the amount of issued share capital Objects of the company 3 purchase, sale and management of advertising space and marketing advice Amount of issued share capital 4 EUR 40,000	2 This address will appear on the public record 3 Please give a brief description of the company's business 4 Please specify the amount of shares issued and the value

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Part 4 Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

- **Yes** Please ensure you entered the registration number in **Section B1** and then go to **Part 5** of this form
- **No** Complete the officer details

For a secretary who is an individual, go to **Section D1**, for a corporate secretary, go to **Section E1**, for a director who is an individual, go to **Section F1**, or for a corporate director, go to **Section G1**

Continuation pages

Please use a continuation page if you need to enter more officer details

Secretary

D1

Secretary details¹

Use this section to list all the secretaries of the company
Please complete **Sections D1-D3** For a corporate secretary, complete **Sections E1-E5** Please use a continuation page if necessary

Full forename(s)

Surname

Former name(s)²

¹ Corporate details

Please use Sections E1-E5 to enter corporate secretary details

² Former name(s)

Please provide any previous names which have been used for business purposes during the period of this return. Married women do not need to give former names unless previously used for business purposes

D2

Secretary's service address³

Building name/number

Street

Post town

County/Region

Postcode

Country

³ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

D3

Secretary's authority

Please enter the extent of your authority as secretary. Please tick one box.

Extent of authority

- ☐ Limited ⁴
- ☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

- ☐ Alone
- ☐ Jointly ⁵

If applicable, name(s) of person(s) with whom you are acting jointly

⁴ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

⁵ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Corporate secretary

E1

Corporate secretary details^①

Use this section to list all the corporate secretaries of the company
Please complete Sections E1-E5 Please use a continuation page if necessary

Name of corporate
body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

① Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

E2

Location of the registry of the corporate body or firm

Is the corporate secretary registered within the European Economic Area (EEA)?

→ Yes Complete Section E3 only

→ No Complete Section E4 only

E3

EEA companies^②

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/
firm is registered^③

Registration number

② EEA

A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

E4

Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the
corporate body
or firm

Governing law

If applicable, where
the company/firm is
registered^④

If applicable, the
registration number

④ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

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E5

Corporate secretary's authority

	Please enter the extent of your authority as corporate secretary Please tick one box		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input type="checkbox"/> Limited ❶ <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box		
	<input type="checkbox"/> Alone <input type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly			

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Director

F1	Director details ^①																	
	Use this section to list all the directors of the company Please complete Sections F1-F4 For a corporate director, complete Sections G1-G5 Please use a continuation page if necessary	① Corporate details Please use Sections G1-G5 to enter corporate director details.																
Full forename(s)	Nikhil	② Former name(s) Please provide any previous names which have been used for business purposes in the last 20 years Married women do not need to give former names unless previously used for business purposes																
Surname	Chandra	③ Country/State of residence This is in respect of your usual residential address as stated in Section F3																
Former name(s) ^②		④ Business occupation If you have a business occupation, please enter here If you do not, please leave blank																
Country/State of residence ^③	UK																	
Nationality	British																	
Date of birth	<table><tr><td>d</td><td>0</td><td>d</td><td>6</td><td>m</td><td>0</td><td>m</td><td>3</td><td>y</td><td>1</td><td>y</td><td>9</td><td>y</td><td>7</td><td>y</td><td>8</td></tr></table>	d	0	d	6	m	0	m	3	y	1	y	9	y	7	y	8	
d	0	d	6	m	0	m	3	y	1	y	9	y	7	y	8			
Business occupation (if any) ^④	Company Director																	

F2	Director's service address ^⑤									
Building name/number	Office 211A	⑤ Service address This is the address that will appear on the public record This does not have to be your usual residential address								
Street	100 Pall Mall	If you provide your residential address here it will appear on the public record								
Post town	London									
County/Region										
Postcode	<table><tr><td>S</td><td>W</td><td>1</td><td>Y</td><td></td><td>5</td><td>N</td><td>Q</td></tr></table>	S	W	1	Y		5	N	Q	
S	W	1	Y		5	N	Q			
Country	UK									

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Registration of an overseas company opening a UK establishment

F4

Director's authority

Extent of authority	<p>Please enter the extent of your authority as director Please tick one box</p> <p><input type="checkbox"/> Limited ❶</p> <p><input checked="" type="checkbox"/> Unlimited</p>	<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Description of limited authority, if applicable	<p>Are you authorised to act alone or jointly? Please tick one box</p> <p><input checked="" type="checkbox"/> Alone</p> <p><input type="checkbox"/> Jointly ❷</p>	
If applicable, name(s) of person(s) with whom you are acting jointly	<p></p> <p></p> <p></p>	

OS IN01 - continuation page

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Director

F1	Director details ^①	
	Please use this section to list all the directors of the company Please complete Sections F1-F4 For a corporate director, complete Sections G1-G5	
Full forename(s)	Francois	
Surname	Casassa	
Former name(s) ^②		
Country/State of residence ^③	France	
Nationality	French	
Date of birth	<div> <div>d</div> <div>0</div> <div>d</div> <div>5</div> <div>m</div> <div>0</div> <div>m</div> <div>2</div> <div>y</div> <div>1</div> <div>y</div> <div>9</div> <div>y</div> <div>5</div> <div>y</div> <div>6</div> </div>	
Business occupation (if any) ^④	Company Director	

① Corporate details
Please use Sections G1-G5 to enter corporate director details

② Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years
Married women do not need to give former names unless previously used for business purposes

③ Country/State of residence
This is in respect of your usual residential address as stated in Section F3

④ Business occupation
If you have a business occupation, please enter here If you do not, please leave blank

F2	Director's service address ^⑤	
Building name/number	Office 211A	
Street	100 Pall Mall	
Post town	London	
County/Region		
Postcode	<div> <div>S</div> <div>W</div> <div>1</div> <div>Y</div> <div></div> <div>5</div> <div>N</div> <div>Q</div> </div>	
Country	UK	

⑤ Service address
This is the address that will appear on the public record This does not have to be your usual residential address

If you provide your residential address here it will appear on the public record

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Registration of an overseas company opening a UK establishment

F4

Director's authority

	Please enter the extent of your authority as director Please tick one box		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input type="checkbox"/> Limited ❶ <input checked="" type="checkbox"/> Unlimited		
Description of limited authority, if applicable			
	Are you authorised to act alone or jointly? Please tick one box		
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly			

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Corporate director

G1	Corporate director details ^①	① Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
Use this section to list all the corporate directors of the company Please complete G1-G5. Please use a continuation page if necessary.		
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
G2	Location of the registry of the corporate body or firm	
Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section G3 only → No Complete Section G4 only		
G3	EEA companies ^②	② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ^③		
Registration number		
G4	Non-EEA companies	④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ^④		
If applicable, the registration number		

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G5

Corporate director's authority

	Please enter the extent of your authority as corporate director Please tick one box		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input type="checkbox"/> Limited ❶ <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable			
	Are you authorised to act alone or jointly? Please tick one box		
	<input type="checkbox"/> Alone <input type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly			

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Part 5

UK establishment details

H1

Documents previously delivered - constitution

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

- No Go to **Section H3**
- Yes Please enter the UK establishment number below and then go to **Section H2**

UK establishment
registration number

B R

H2

Documents previously delivered – accounting documents

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

- No Go to **Section H3**
- Yes Please enter the UK establishment number below and then go to **Section H3**

UK establishment
registration number

B R

Sections **H3** and **H4** must be completed in all cases

H3

Delivery of accounts and reports

Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment

- ☒ In respect of this establishment Please go to **Section H4**
- ☐ In respect of another UK establishment Please give the registration number below, then go to **Section H4**

① Please tick the appropriate box

UK establishment
registration number

B R

OS IN01

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H4**Particulars of UK establishment ①**

	Please enter the name and address of the UK establishment		① Address This is the address that will appear on the public record
Name of establishment	Urban Regie SNC		
Building name/number	Office 211A		
Street	100 Pall Mall		
Post town	London		
County/Region			
Postcode	S W 1 Y 5 N Q		
Country	UK		
Date establishment opened	Please give the date the establishment was opened and the business of the establishment d 2 9 m 1 0 y 2 0 y 1 0		
Business carried on at the UK establishment	Head Office Functions		

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Part 6**Permanent representative**

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment

J1**Permanent representative's details**

Please use this section to list all the permanent representatives of the company
Please complete **Sections J1-J4**

Continuation pages

Please use a continuation page if you need to enter more details

Full forename(s)

Nikhil

Surname

Chandra

J2**Permanent representative's service address ^①**

Building name/number

Office 211A

Street

100 Pall Mall

Post town

London

County/Region

Postcode

S W 1 Y 5 N Q

Country

UK

① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address

If you provide your residential address here it will appear on the public record

J3**Permanent representative's authority**

Please enter the extent of your authority as permanent representative
Please tick one box

Extent of authority

☐ Limited ^②☒ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box

☒ Alone☐ Jointly ^③

If applicable, name(s) of person(s) with whom you are acting jointly

② If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

③ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

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Part 7

Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ Yes Please enter the name and service address of every person(s) authorised below

→ No Tick the box below then go to Part 8 'Signature'

☐ If there is no such person, please tick this box

K1

Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below
Please complete Sections K1-K2

Continuation pages

Please use a continuation page if you need to enter more details

Full forename(s)

Nikhil

Surname

Chandra

K2

Service address of person authorised to accept service ①

Building name/number Office 211A

Street 100 Pall Mall

Post town London

County/Region

Postcode S W 1 Y 5 N Q

Country UK

① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address. Please note a DX address would not be acceptable.

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Part 8

Signature

This must be completed by all companies

I am signing this form on behalf of the company

Signature

Signature

X



X

This form may be signed by
Director, ~~Secretary, Permanent representative~~

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Registration of an overseas company opening a UK establishment



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Nikhil Chandra**

Company name **Urban Regie SNC**

Address **Office 211A**

100 Pall Mall

Post town **London**

County/Region

Postcode

S	W	1	Y		5	N	Q
---	---	---	---	--	---	---	---

Country **UK**

DX

Telephone **020 7389 6171**



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The overseas corporate name on the form matches the constitutional documents exactly
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate
- ☐ You have included certified copies and certified translations of the constitutional documents, if appropriate
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate
- ☐ You have completed all of the company details in Section B3 if the company has not registered an existing establishment
- ☐ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.



How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas company. Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Higher protection

If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE



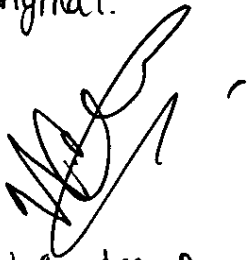
Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

URBAN REGIE
Unlimited Liability Company
With capital of 40,000 euros
Registered Office 5 rue de Marignan - 75008 PARIS

I certify that this is a
correct translation of
the original.



Nikhil Chandra, Director

CERTIFIED AUTHENTIC COPY

ARTICLES OF ASSOCIATION
(UPDATED ON 29 SEPTEMBER 2010)

BETWEEN THE UNDERSIGNED:

INSERT

A joint stock company with capital of €306,200, headquartered at 5 rue de Marignan -75008 PARIS, entered in the Company and Commercial Register of PARIS under number 428 738 280, represented by Mr Emmanuel BEZAULT, duly authorised to that effect

INSERT CENTRE VILLE AFFICHAGE& PROMOTION

A joint stock company with capital of €5,893,198, headquartered at 5 rue de Marignan - 75008 PARIS, entered in the Company and Commercial Register of PARIS under number 410 316 764, represented by Mr Emmanuel BEZAULT, duly authorised to that effect

The articles of association of an unlimited liability company to be created between them are hereby drawn up

I - FORM - PURPOSE OF BUSINESS - COMPANY NAME - REGISTERED OFFICE
- DURATION

Article 1 - Form of the company

There is established between the undersigned an unlimited liability company which will be governed by these Articles of Association and the laws applicable to unlimited liability companies, in particular the Commercial Code

Article 2 - Purpose of business

The purpose of business of the company comprises.

- The purchase, sale and management of advertising space, in any medium, and the implementation of advertising and promotional operations
- Advice and assistance with business management, organisation and development and more generally all services related to IT and technology, marketing, management, logistics, communications, advertising and information
- Participation in all transactions that could be related to such subject matter by way of the creation of new companies, contribution, sponsorship, subscription or redemption of shares or rights, mergers, acquisition, lease or lease management of the business, alliance, joint venture or economic interest group, and all industrial, commercial and financial, securities and real estate operations related directly or indirectly to such purposes, or any similar or related purposes

Article 3 - Company name

The name of the company is **URBAN REGIE**

It will be indicated on all deeds and documents of the company and intended for third parties, including letters, invoices, announcements and other publications. It will be preceded or followed by the words "unlimited liability company" or the letters "SNC"

Article 4 - Headquarters

The registered office of the company is located in PARIS (8th) - 5 rue de Marignan

It may be transferred by a decision of shareholders representing at least three quarters of the capital, but may be moved within the same department by a simple resolution of the management

Article 5 - Duration

The duration of the company is set at 99 full and consecutive years which shall begin to run from the date of its entry in the Company and Commercial Register, subject to early dissolution or extension

II - SHARE CAPITAL - SHARES

Article 6 - Assets

The undersigned make the following contributions to the company

- INSERT, up to €39,900
- INSERT CENTRE VILLE Affichage & Promotion, up to €100

Each member has transferred the total amount of its contributions to the company fund

- Namely, for INSERT, the amount of €39,900
- And for INSERT CENTRE VILLE Affichage & Promotion, the amount of €100

The funds corresponding to the cash contributions referred to above and to the subscription of 4,000 shares of €10 each, fully paid, have been deposited in an account with the Bank Société Générale - Champs Elysees Branch - 91 Avenue des Champs Elysees 75008 PARIS

on behalf of the company being formed, as illustrated by a certificate from the said Bank

Article 7 - Share capital

The share capital is set at €40,000

It is divided into 4,000 shares of €10 each, owned by the members individually in proportion to their contributions, i.e.

- By INSERT, up to 3990 shares
- By INSERT CENTRE VILLE Affichage & Promotion, up to 10 shares

The shares allocated in this way do not result in the creation of securities. The share capital can be increased either through new contributions in cash or in kind made by the undersigned members or by new members, or by the capitalisation of reserves. Capital increases, however made, should be made following a decision of the majority of shareholders representing at least three quarters of the capital.

Article 8 - Shares - Representation - Assignment

The shares may not be represented by tradable securities

They may be transferred only with the consent of all members To obtain such consent, the transferor must notify the intention to sell to the management, by registered letter with acknowledgment of receipt

The notice of intention to sell includes information on the identity of the proposed purchaser, the number of shares to be sold and the price of the proposed sale

The management will convene a meeting of members within eight days of receipt of the notice of intention to sell

If the sale is not accepted, the seller retains ownership of the shares it was planning to sell

If the sale is approved, it must be implemented within one month after notification of approval, in default of implementation within this period, the purchaser must be submitted to the procedure of approval by members once more

If the sale is approved, the seller will not be responsible for the company's liabilities arising from events occurring prior to the sale

The sale of shares must take place in writing It may be asserted against the company, in the manner stipulated in article 1690 of the Civil Code However, service may be replaced by filing an original of the deed of sale at the headquarters against the issue by the manager of a certificate of filing

It may only be asserted against third parties after the completion of these formalities and, in addition, after a notice in the Company and Commercial Register

III MANAGEMENT - CURRENT ACCOUNT ADVANCES

Article 9 - Management

9 1 Appointment and powers

The company will be managed by one or more managers who may be physical or legal persons and may be members or non-members Managers may be appointed for a fixed or unlimited term upon decision by one or more members representing more than half of the share capital

Each manager will have the power to sign on behalf of the company This power may only be used for the requirements of the company and in accordance with its objectives, as defined in Article 2

The reason for the commitment must be indicated on all commitments made on behalf of the company

The powers of the manager will include those indicated below, without this list being exhaustive

- the opening of any current accounts with all banks and credit institutions and the administration of postal cheques, deposition and withdrawal of all funds and cheques, signature and endorsement of all cheques on behalf of the company,
- closure of any accounts, collection of all funds owed to the company and settlement of any that it may owe, on whatever basis,
- subscription, endorsement, acceptance and payment of any trade bills,
- conclusion of any works agreements, contracts and proposals with any individuals or public administration bodies, making any purchases of supplies regardless of amount and agreement to pay in cash or by deposit,
- signature of leases of any kind, irrespective of their duration,
- pursuance of any legal actions, either as claimant or defendant, from the preliminary conciliation stage until the enforcement of any judgment,
- representing the company in any reorganisation or liquidation;
- the discontinuance of any rights, and the release before or after payment from all liens, distraints and other impediments,
- negotiation, settlement and the making of undertakings

The manager may delegate his authority for one or more of the purposes specified

However, the manager must be authorised by a three quarters majority of the members for the conclusion of mortgage loans, with or without security, and of any acquisitions

Similarly, permission must be granted by the same majority for trading or sale of property, consent to any mortgage or lien on any assets of the company

If there are several managers, each of them has the right to object to a proposed transaction by one of them before it is completed

The restrictions on powers set out above will not be enforceable against third parties

With regard to third parties, the manager has full powers provided that the agreement is concluded within the scope of the purpose of business and under the company name in accordance with Articles 2 and 3 above

Where there are several managers, an objection filed by one of them to the action of another manager is not effective against third parties, unless they were aware of it

9.2 Remuneration of the manager - Miscellaneous expenditure

The amount and terms of the remuneration of the manager will be determined by a collective decision of the members taken by a majority of members

This remuneration will be included in the general costs

Travel, accommodation, representation and entertainment expenses incurred by the members, whether they are managers or not, incurred in the interest of the company will be reimbursed upon the submission of a statement signed by the interested parties and included in the general costs

9.3 Removal and resignation of managers

The removal of a managing member may only be decided unanimously by the other members

A non-member manager may be removed by a collective decision by a simple majority of members

Unless otherwise decided unanimously by the other members, the removal of a manager does not involve the dissolution of the company

The manager removed may decide to withdraw from the company requesting reimbursement for his rights in the company, whose value is determined in accordance with Article 1843-4 of the Civil Code

The request for withdrawal of the member removed will be notified within one month of the removal to each member by registered letter with acknowledgment of receipt

If removal is made without just cause, it may give rise to a compensation liability

The functions of the manager also cease by resignation, which takes effect after a period of fifteen days' notice following the dispatch of a registered letter with acknowledgment of receipt addressed to each of the other members

This period may be reduced by the members, in agreement with the resigning manager

Unless otherwise decided unanimously by the other members, the resignation of a managing member will not terminate the company

In the event of the resignation of manager, as also in the event of death, disqualification, receivership or any other issue requiring him to relinquish the management, a new manager will be appointed unanimously. The powers of this new manager will be determined by a unanimous resolution of the same meeting

Article 10 - Advances on current account

Each member may, with the consent of the other members, pay on current account amounts to be used by the company. He may also leave all or part of the profits accruing to him.

Whatever the term of repayment stipulated, the member who is a current account holder may only demand a full or partial refund with fifteen days' notice.

The managers may agree the date of repayment with the member concerned, but they will still be entitled to make early repayments at any time.

IV AUDITORS

Article 11 - Appointment - Mission

The members may appoint one or more auditors in the manner stipulated in Article 12 of the present articles of association.

One or more alternate auditors will be appointed under the same conditions and will be expected to replace the incumbent in the event of refusal, incapacity, resignation or death.

However, the company is required to appoint an auditor at least if it exceeds, at the close of the financial year, the figures fixed by decree for two of the following criteria: the balance sheet total, the net amount of its turnover or the average number of employees during a year.

Even if these thresholds are not met, the appointment of an auditor may be requested by a member. He will then be appointed by order of the President of the Commercial Court ruling in the form of a reference.

The company is no longer required to appoint an auditor if it has not exceeded the figures set for two of the three above-mentioned criteria for the two years previous to the expiry of the auditor's mandate.

The auditors are appointed for a term of six years, their functions expire after the regular general meeting which decides on the accounts for the sixth year.

The auditors are vested with the functions and powers conferred to them by law.

The auditor may request an explanation from the manager, who must meet the conditions and deadlines set by decree, in any case likely to jeopardize the continued operation which he has observed during the performance of his mission. The response will be communicated to the company committee.

In the event of failure to comply with these provisions or if, despite the decisions taken, it is established that the continuity of operation remains compromised, the auditor will draw up a

special report He may request that the special report be sent to the members or be presented at the next general meeting This report will be sent to the company committee

The auditors will be notified no later than at the same time as the members of meetings or written consultations, they shall have access to meetings.

The fees of the auditors will be met by the company

V - COLLECTIVE DECISIONS - BOOKS AND RECORDS - RIGHT OF THE MEMBERS TO INFORMATION

Article 12 - Collective Decisions

12 1 Method of consultation

The convening of a meeting is required for the approval of the annual accounts, and when it has been requested by a member by registered letter addressed to the management

The notices are sent by the manager at least 15 days before the date of the meeting by registered letter with acknowledgment of receipt addressed to the registered address of the members The letter specifies the place, date and time of the meeting and the agenda of the meeting This notice will be accompanied by the management report drawn up by the managers, the text of the resolutions proposed, and, in the case of the annual general meeting, the balance sheet, profit and loss account and the notes to the accounts for the year elapsed

The member may be represented at meetings by another member or their spouse vested with a special power

The meeting is chaired by the manager The deliberations are recorded by a minute signed by all members present, drawn up under the conditions laid down by the regulations in force

In cases other than those referred to in sub-paragraph 1 of this Article, the decision may be taken by written consultation on the invitation of the manager He will send his written report and the text of the resolutions proposed to the registered address of the members by registered letter

The members must vote by registered letter within 15 days The vote will be cast by using, for each resolution, the phrase "accepted" or "rejected" A lack of response from a member within the deadline will be regarded as an abstention on his part

The written consultation will be recorded in a minute signed by the manager and drawn up on the conditions set by the regulations in force This minute will be accompanied by the response of each member

12 2 Arrangements for decisions

Except as specifically provided in these Articles of Association, decisions that exceed the powers of the managers, as set out in Article 9 above, are taken by a majority representing three quarters of the share capital

The decisions of the members relating to an amendment to the Articles of Association must be taken by a majority of three quarters of the capital

Article 13 - Books and Records - Information right of the members

The operations of the company will be recorded in the books and records kept in accordance with law and standard commercial practice, under the supervision and care of the management

A non-manager member is entitled to access himself, at the head office, the business and accounting books, contracts, invoices, correspondence, transcripts, and more generally any documents prepared or received by the company. This right of access comprises a right to copy

He has the right, twice a year, to put written questions to the management of the company, which must also be answered in writing

VI - FINANCIAL YEAR - COMPANY ACCOUNTS - ACCOUNTING AND FINANCIAL INFORMATION ALLOCATION AND DISTRIBUTION OF THE PROFIT AND LOSS

Article 14 - Financial year

The financial year begins on 1 January and ends on 31 December of each year. Exceptionally, the first financial year will begin from the date of entry of the company in the Company and Commercial Register and end on 31 December 2008

Article 15 – Company Accounts

The management will draw up at the end of each year an inventory of the various assets and liabilities

It will also draw up the balance sheet, the profit and loss account and the notes that are made after each year using the same forms and the same valuation methods as in previous years, unless an exceptional change has occurred in the situation of the company, in the latter case, the changes must be described and justified in the notes. They should also be noted in the management report and, where appropriate, in the report of the auditor

The managers also draw up a management report on the situation of the company and its activities during the past year

Within six months after the close of the financial year, the managers will, by registered letter, convene the meeting of members which shall make a decision on the accounts of that year by a majority representing more than half of the share capital

The call to the meeting, sent to the members 15 days before the meeting date, will be accompanied by the balance sheet, the statement of the profit and loss account and accompanying notes, as well as by the management report and the text of the resolutions proposed

The inventory will be kept available to members throughout that period at the head office, where they can make copies

Article 16 - Accounting and financial information

If the company has to meet one of the criteria defined by decree (derived from the number of employees or turnover), taking into account the nature of the activity, the manager or managers are required to draw up a situation report of the current and available assets, not including the operating assets and liabilities, a profit and loss account forecast, and a cash flow statement, at the same time as the balance sheet and a provisional financing plan

The frequency, time and manner of preparation of these documents are also specified by decree

The company in question ceases to be subject to this requirement when it no longer meets any of these conditions for two consecutive years

The above documents are analysed in written reports on the evolution of the company drawn up by the manager, who communicates them to the auditor and the company committee

In the event of failure to adhere to these provisions, or if the information provided in the reports referred to in the previous paragraph calls for comment on his part, the auditor will note this in the report to the manager or annual report. He may request that his report be sent to the members or that it be brought to the attention of the members' meeting. This report will be sent to the company committee

Article 17 - Allocation and distribution of the profit and loss

The distributable profit consists of the net income for the year, less previous losses and plus beneficiary contributions. In addition, the sums paid out of distributable reserves will also be made available, in this case, the decision expressly indicates the reserve items from which the deductions are made

The profit and loss achieved by the Company is available to the members in proportion to the shares they own

By express agreement and unless otherwise agreed by the members by a unanimous resolution, they are automatically and without delay from the end of the year become

- either, creditors for the amount of distributable income in proportion to the number of shares each owns, or
- debtors for the loss recorded which they must meet and pay in proportion to their rights in the company,

VII - TRANSFORMATION - DISSOLUTION - LIQUIDATION - OWNERSHIP OF THE ASSETS OF THE COMPANY

Article 18 - Transformation

The transformation of the company into another form can be decided by a collective decision of the members taken unanimously, without this operation involving the creation of a new legal entity

Article 19 - Dissolution

19 01 Dissolution by expiry of the term

The company is dissolved at the end of the term in the absence of extension. At least one year before the expiration date of the company, the management will call a meeting of members for the purpose of deciding whether the term of the company should be extended.

19 2 Resolution of the members

The company may be dissolved by a decision taken with the agreement of all members.

If due to losses recorded in the accounting records, the capital of the company falls below half of the share capital, any member may request the dissolution of the company, being responsible for making his intention to do so known by extrajudicial notice served on the manager at the headquarters before the ordinary annual general meeting takes place.

19 3 Death - Disqualification or incapacity of a member

The company shall not be dissolved by the death or disqualification of a member.

It will continue as between the heirs, successors, assignees or legal representative of the member and the other members in accordance with Article 1870 of the Civil Code.

The shares of a member, excluded following a disqualification from conducting business or a judicial liquidation decision issued against him, are redeemed by the company, which in such an eventuality reduces its capital accordingly. The value of these shares reimbursed to the excluded member is determined in accordance with the provisions of Article 1843-4 of the Civil Code.

The members may decide by a unanimous resolution, however, that these shares will be purchased by them or by an authorised third party

The legal or permanent physical incapacity of a member, duly recorded, will be treated in the same way as death

The dissolution, for whatever reason, of a legal person that is a member of the company will also be equated with the death of an individual

19.4 Sole member

In the case of a single member, the dissolution of the company decided by him will result in the transfer of all assets of the company to the sole member without any need for liquidation

This transmission and the potential exercise of rights of creditors will take place in accordance with Articles 1844-5 to 1844-8 of the Civil Code

Article 20 - Liquidation

The company is in liquidation from the moment of its dissolution for any reason whatsoever

Its company name will be followed by the words "in liquidation"

These words and the name of the liquidator will appear on all deeds and documents from the company and intended for third parties, including all letters, invoices, announcements and other publications. The legal personality of the company will continue for the purposes of winding up until that process is completed. The dissolution of the company will not take effect against third parties until the date on which it is published in the Company and Commercial Register. The dissolution of the company will not ipso jure entail the termination of leases for buildings used for the activities of the company.

The manager in service at the time of the dissolution is appointed liquidator

If necessary, the members will arrange by simple majority to replace a liquidator who is not able to discharge his mandate

The liquidator performs his mission during the period needed for its accomplishment

He has the broadest powers to that effect, including those to sell either amicably or by auction, in bulk or separately, all property, rights and assets of any kind, whether movable or immovable, belonging to the company, without any reservation and in such a way as to bring about the final liquidation of the company, subject to compliance with the provisions laid down by law

The net proceeds of liquidation after settlement of the liabilities and expenses of the company are used to repay the member rights in the capital. The balance is distributed among the members in proportion to their share in the capital

If the outcome of the settlement produces a negative result, the losses will be met by the members in the same proportion

Article 21 - Ownership of the assets of the company

The company is the sole owner of its assets, and the heirs, representatives, assignees or successors and personal creditors of a member may in no case demand the sealing of the assets of the company or take any action whatsoever which may impede the normal operation of the company. Those heirs, successors or assignees and creditors of the member will be required to be informed of the latest inventories and assessments agreed upon between the members. These provisions are applicable if for any reason the heirs of a deceased member should demand the dissolution of the company. In that case an inventory will simply be drawn up in the standard commercial form and the company will proceed, if appropriate, to liquidate in accordance with the requirements of Article 20

VIII - ACTS CARRIED OUT FOR THE FORMATION OF THE COMPANY

Article 22 - Resumption of acts performed on behalf of the company being formed

Before signing the Articles of Association, Mr Emmanuel BEZAULT, acting as manager of the company, presented to the members, in accordance with the provisions of Article 6 of Decree No 78-704 of 3 July 1978, the statement of acts on behalf of a company being formed with the indication, for each of them, the resulting commitment for the company. This statement is attached to the Articles of Association and the signature of the latter will represent the resumption of the commitments by the company once it has been entered in the Company and Commercial Register

The members give a mandate to Mr Emmanuel BEZAULT, Manager, to make the following commitments on behalf of the company until its entry in the Company and Commercial Register

- Signature of a contract for the leasing of the premises,
- Signature of advertising contracts with INSERT and all agreements to start its activity with that company,
- Opening of all bank accounts necessary for the proper functioning of the Company,
- Completion of all necessary formalities for the entry of the company in the Company and Commercial Register,
- Payment of any fees, charges and duties of incorporation of the Company,
- and generally any arrangements necessary for the proper functioning and operation of the Company

The entry of the company in the Company and Commercial Register will entail, as of right, the resumption of these commitments by the company

IX - DISPUTES - MISCELLANEOUS PROVISIONS

Article 23 - Disputes

All disputes relating to the affairs of the company, which may arise between the members, or between them and the company, during the duration of the company and at the time of its liquidation, will be brought before the courts with jurisdiction for the location of the registered office. Accordingly, each member must elect domicile within the territorial jurisdiction of the competent court of the place of the registered office and any summons and service will normally be made at that domicile.

In the absence of the selection of a domicile, summonses and services will be legitimately made in the Office of the Public Prosecutor before the division of the High Court for the place of the registered office.

Article 24 - Declarations

The undersigned declare that they have their fiscal domicile in France.

Article 25 - Selection of domicile

For the execution of the present document, the parties select their domicile to be at the registered office of the company, with attribution of jurisdiction to the commercial court for that registered office.

Article 26 - Registration

This deed will be registered within one month from its date.

Article 27 - Disclosure

All powers are given to Mr Emmanuel BEZAULT, Manager, in order for him to carry out the disclosure formalities prescribed by law and, in particular, to sign the notice to be included in a legal journal for announcements of the department where the head office is located.

Article 28 - Costs

All fees, charges and duties to which this document gives rise will be charged to the general costs of the first financial year.

Drawn up in Paris,

in six originals


For INSERT

For INSERT CENTRE
VILLE Affichage & Promotion

Laurent TROUDE

Laurent TROUDE

Emmanuel BEZAULT


URBAN REGIE
Société en Nom Collectif
Au capital de 40 000 euros
Siège Social 62 avenue des Champs Elysées – 75008 PARIS
CERTIFIÉ CONFORMÉMENT
À L'ORIGINAL

STATUTS

(MIS A JOUR LE 10 SEPTEMBRE 2010)

ENTRÉE LES SOUS-SIGNÉS

La Société INSERT

Société anonyme au capital de 306 200 euros dont le siège social est au 62 av des Champs Elysées – 75008 PARIS, immatriculée au Registre du Commerce et des Sociétés de PARIS sous le numéro 428 738 280, représentée par Monsieur François CASASSA dûment habilité à cet effet

INSERT CENTRE VILLE Affichage & Promotion

Société anonyme au capital de 5 893 198 €, dont le siège social est au 5 rue de Marignan – 75008 PARIS, immatriculée au Registre du Commerce et des Sociétés de PARIS sous le numéro 410 316 764 représentée par Monsieur François CASASSA, dûment habilité à cet effet

Il a été établi ainsi qu'il suit les statuts d'une société en nom collectif devant exister entre eux

1 - FORME - OBJET - DÉNOMINATION SOCIALE - SIÈGE SOCIAL - DURÉE

Article 1 - Forme de la société

Il est formé entre les soussignés une société en nom collectif qui sera régie par les présents statuts et la législation applicable aux sociétés en nom collectif, notamment le code de commerce

Article 2 - Objet

La société a pour objet

- L'achat, la vente et la gestion d'espaces publicitaires, quel qu'en soit le média et la mise en œuvre d'opérations publicitaires et de promotion
- Le conseil et l'assistance dans la gestion, l'organisation et le développement de l'entreprise ainsi que plus généralement toutes prestations de services en matière informatique et technique, de commercialisation de gestion, de logistique de communication de publicité et d'information
- La participation à toutes opérations susceptibles de se rattacher audit objet par voie de création de sociétés nouvelles, apport, commandite, souscription ou rachat de titres ou droits sociaux, fusion, acquisition, location ou location gérance de fonds de commerce, alliance, association en participation ou groupement d'intérêt économique, ainsi que toutes opérations industrielles, commerciales et financières, mobilières et immobilières se rattachant directement ou indirectement audit objet, ou à tous objets similaires ou connexes

Article 3 - Dénomination sociale

La société a pour dénomination sociale **URBAN REGIE**

Elle sera portée sur tous les actes et documents émanant de la société et destinés aux tiers, notamment les lettres, factures, annonces et publications diverses. Elle sera précédée ou suivie des mots « société en nom collectif » ou des lettres « SNC »

Article 4 - Siège social

Le siège social de la société est fixé à PARIS (8^e) – 62 avenue des Champs Elysées

Il pourra être transféré sur décision des associés représentant au moins les trois quarts du capital, mais il pourra être déplacé à l'intérieur d'un même département par simple décision de la gérance

Article 5 - Durée

La durée de la société est fixée à 99 années entières et consécutives qui commenceront à courir à dater de son immatriculation au Registre du Commerce et des Sociétés, sauf dissolution anticipée ou prorogation

II - CAPITAL SOCIAL - PARTS SOCIALES

Article 6 - Apports

Les sous-signés apportent à la société, savoir

- La Société INSERT à concurrence de 39 900 euros
- La Société INSERT CENTRE VILLE Affichage & Promotion, à concurrence de 100 euros

Chacun des associés a versé dans la caisse sociale la somme totale correspondant au montant de ses apports

- Soit pour la Société INSERT, la somme de 39 900 euros
- Soit pour la Société INSERT CENTRE VILLE Affichage & Promotion, la somme de 100 euros

Les fonds correspondant aux apports en numéraire visés ci-dessus et correspondant à la souscription de 4 000 actions de 10 euros chacune, intégralement libérées ont été déposés à un compte ouvert à la Banque Société Générale - Agence Champs Elysees - 91 avenue des Champs Elysees 75008 PARIS

au nom de la société en formation, ainsi qu'en atteste un certificat de ladite Banque

Article 7 - Capital social

Le capital social est fixé à la somme de 40 000 euros

Il est divisé en 4 000 parts sociales de 10 euros chacune appartenant à chacun des associés dans la proportion de ses apports, soit

- A la Société INSERT, à concurrence de 3 990 parts
- A la Société INSERT CENTRE VILLE Affichage & Promotion à concurrence de 10 parts

Les parts sociales ainsi attribuées ne donnent plus lieu à la création de titres. Le capital social peut être augmenté soit par suite de nouveaux apports en nature ou en espèces effectués par les associés sous-joints ou par de nouveaux associés, soit par capitalisation de réserves. Les augmentations de capital, de quelque manière qu'elles soient faites, devront être adoptées par décision prise à la majorité des associés représentant au moins les trois quarts du capital

Article 8 - Parts sociales - Représentation - Cession

Les parts sociales ne peuvent être représentées par des titres négociables

Elles ne peuvent être cédées qu'avec le consentement de tous les associés. Pour obtenir ce consentement, le cédant doit notifier le projet de cession à la gérance, par lettre recommandée avec avis de réception

Le projet de cession contient les informations relatives à l'identité du cessionnaire proposé, le nombre de parts à céder et le prix de la cession envisagée

La gérance convoque l'assemblée des associés, dans les 8 jours de la réception de la notification de cession

Si la cession n'est pas agréée, le cédant reste propriétaire des parts sociales qu'il envisageait de céder

Si la cession est agréée, elle doit être régularisée dans le délai d'un mois à compter de la notification de l'agrément, à défaut de régularisation dans ce délai, le cessionnaire doit à nouveau être soumis à la procédure d'agrément des associés

En cas de cession agréée, le cédant ne sera pas responsable du passif social dont le fait générateur est antérieur à la cession intervenue

La cession des parts sociales doit être constatée par écrit. Elle est rendue opposable à la société, dans les formes prévues à l'article 1690 du code civil. Toutefois, la signification peut être remplacée par le dépôt d'un original de l'acte de cession au siège social contre remise par le gérant d'une attestation de ce dépôt

Elle n'est opposable aux tiers qu'après accomplissement de ces formalités et, en outre, après publicité au Registre du commerce et des sociétés

III GÉRANCE - AVANCES EN COMPTE COURANT

Article 9 - Gérance

9.1 Nomination et pouvoirs

La société sera gérée et administrée par un ou plusieurs gérants, personne morale ou physique,

associé ou non, nomme pour une durée déterminée ou non sur décision prise par un ou plusieurs associés représentant plus de la moitié du capital social

Chaque gérant aura la signature sociale dont il ne devra faire usage que pour les besoins de la société et conformément à son objet social tel que défini à l'article 2

Tous les engagements souscrits pour le compte de la société devront en énoncer la cause

Les pouvoirs du gérant comprendront notamment ceux qui vont être ci-dessous énoncés sans que cette liste puisse être considérée comme limitative

- faire ouvrir au nom de la société tous comptes courants à toutes banques et établissements de crédit et à l'administration des chèques postaux y déposer et retirer toutes sommes et chèques, signer et endosser tous chèques,
- arrêter tous comptes, encaisser toutes les sommes dues à la société et acquitter celles qu'elle pourrait devoir, et ce, pour quelque cause que ce soit,
- souscrire, endosser, accepter, acquitter tous effets de commerce,
- passer tous traites, marchés, soumissions de travaux avec tous particuliers et toutes administrations publiques, faire tous achats de fournitures quel que soit leur montant, convenir du paiement au comptant ou à terme,
- signer tous baux quelconques, quelle que soit leur durée,
- suivre toutes actions judiciaires, tant en demande qu'en défense depuis les préliminaires de la conciliation jusqu'à l'exécution de tous jugements et arrêts
- représenter la société dans toute procédure de redressement ou de liquidation judiciaire,
- se désister de tous droits, faire manifester avant ou après paiement de toutes inscriptions saisies et autres empêchements,
- traiter, transiger et compromettre

Le gérant peut donner toutes délégations de pouvoir pour un ou plusieurs objets déterminés

Toutefois, le gérant devra être autorisé à la majorité des trois quarts des associés pour emprunter avec garantie hypothécaire ou non et réaliser toutes acquisitions

De la même manière une autorisation doit être délivrée aux mêmes conditions de majorité concernant les échanges ou ventes de biens immobiliers, le consentement à toute hypothèque ou à tout nantissement sur les biens sociaux

S'il existe plusieurs gérants, chacun d'eux a le droit de s'opposer à une opération envisagée par l'un d'eux avant qu'elle soit conclue

Les restrictions de pouvoirs ci-dessus énoncées ne seront pas opposables aux tiers

A l'égard de ces derniers, le gérant a tous pouvoirs dès lors qu'il a contracté dans les limites de l'objet social et sous la dénomination sociale, conformément aux articles 2 et 3 ci-dessus

Lorsqu'il existe plusieurs gérants, l'opposition formée par l'un d'eux aux actes d'un autre gérant est sans effet à l'égard des tiers, à moins qu'ils en aient eu connaissance

9.2 Traitement du gérant - Dépenses diverses

Le montant et les modalités de la rémunération du gérant seront fixés par une décision collective des associés prise à la majorité des associés

Ce traitement sera porté aux frais généraux

Les frais de voyage, déplacement, démarche et les frais de représentation faits par les coassociés, gérants ou non, dans l'intérêt de la société seront remboursés, sur production d'un état signé par les intéressés et passés en frais généraux

9.3 Révocation et démission des gérants

La révocation d'un gérant associé ne peut être décidée qu'à l'unanimité des autres associés

Le gérant non associé peut être révoqué par une décision collective à la majorité simple des associés

Sauf décision contraire prise à l'unanimité des autres associés, la révocation d'un gérant n'entraîne pas la dissolution de la société

Le gérant révoqué peut décider de se retirer de la société en demandant le remboursement de ses droits sociaux, dont la valeur est déterminée conformément à l'article 1843-4 du code civil

La demande de retrait de l'associé révoqué doit être notifiée dans le mois de la révocation à chacun des associés, par lettre recommandée avec avis de réception

Si la révocation est décidée sans juste motif, elle peut donner lieu à dommages-intérêts

Les fonctions du gérant cessent également par sa démission, qui prend effet à l'expiration d'un délai de quinze jours, à compter de l'envoi d'une lettre recommandée avec avis de réception adressée à chacun des autres associés

Ce délai peut être réduit par les associés en accord avec le gérant démissionnaire

Sauf décision contraire prise à l'unanimité des autres associés, la démission d'un gérant associé ne met pas fin à la société

En cas de démission du gérant comme en cas de décès, d'interdiction, de redressement judiciaire ou de toute autre cause l'obligeant à renoncer à la gérance, un nouveau gérant sera nommé à l'unanimité. Les pouvoirs de ce nouveau gérant seront déterminés par la même assemblée et a

l'unanimité

Article 10 - Avances en compte courant

Chaque associé pourra, avec le consentement de ses coassociés verser en compte courant des sommes utiles à la société. Il pourra de même laisser tout ou partie des bénéfices qui lui reviennent.

Quel que soit le terme du remboursement stipulé, l'associé titulaire d'un compte courant ne pourra exiger un remboursement total ou partiel qu'après un préavis de quinze jours.

La gérance pourra stipuler avec l'associé intéressé la date des remboursements, mais elle aura toujours le droit d'opérer des remboursements anticipés à toute époque.

IV COMMISSAIRES AUX COMPTES

Article 11 - Nomination – Mission

Les associés peuvent nommer un ou plusieurs commissaires aux comptes dans les formes prévues à l'article 12 des présents statuts.

Un ou des commissaires aux comptes suppléants sont désignés dans les mêmes conditions et sont appelés à remplacer les titulaires en cas de refus, d'empêchement, de démission ou de décès.

Toutefois, la société est tenue de désigner un commissaire aux comptes au moins si elle dépasse, à la clôture de l'exercice social, les chiffres fixés par décret pour deux des critères suivants : le total de leur bilan, le montant hors taxes de leur chiffre d'affaires ou le nombre moyen de leurs salariés au cours d'un exercice.

Même si ces seuils ne sont pas atteints, la nomination d'un commissaire aux comptes peut être demandée en justice par un associé. Il sera alors désigné par ordonnance du président du tribunal de commerce statuant en la forme des référés.

La société n'est plus tenue de désigner un commissaire aux comptes dès lors qu'elle n'a pas dépassé les chiffres fixés pour deux des trois critères susvisés pendant les deux exercices précédant l'expiration du mandat du commissaire aux comptes.

Les commissaires aux comptes sont nommés pour une durée de six exercices, leurs fonctions expirent après l'assemblée ordinaire qui statue sur les comptes du sixième exercice.

Les commissaires aux comptes sont investis des fonctions et des pouvoirs que leur confère la loi.

Le commissaire aux comptes peut demander des explications au gérant, qui est tenu de répondre dans les conditions et délais fixés par décret, sur tout fait de nature à compromettre la continuité de l'exploitation qu'il a relevé à l'occasion de l'exercice de sa mission. La réponse est communiquée au comité d'entreprise.

En cas d'observation de ces dispositions ou si, en dépit des décisions prises, il constate que la continuité de l'exploitation demeure compromise, le commissaire aux comptes établit un rapport spécial. Il peut demander que ce rapport spécial soit adressé aux associés ou qu'il soit présenté à la prochaine assemblée générale. Ce rapport est communiqué au comité d'entreprise.

Les commissaires aux comptes sont avisés au plus tard en même temps que les associés des assemblées ou consultations écrites, ils ont accès aux assemblées.

Les honoraires des commissaires aux comptes sont à la charge de la société.

V - DECISIONS COLLECTIVES - LIVRES ET REGISTRES - DROIT D'INFORMATION DES ASSOCIES

Article 12 - Décisions collectives

12.1 Mode de consultation

La réunion d'une assemblée est obligatoire pour l'approbation des comptes annuels, et lorsqu'elle a été demandée par un associé par une lettre recommandée adressée à la gérance.

Les convocations sont envoyées par le gérant 15 jours au moins avant la date de la réunion par lettre recommandée avec avis de réception adressée au domicile des associés. Cette lettre précise le lieu, jour et heure de la réunion et l'ordre du jour de la séance. Sont joints à cette convocation le rapport de gestion établi par la gérance, le texte des résolutions proposées, et s'il s'agit de l'assemblée générale ordinaire annuelle, le bilan, le compte de résultat et l'annexe de l'exercice écoulé.

Les associés peuvent se faire représenter aux assemblées par un autre associé ou par son conjoint muni d'un pouvoir spécial.

L'assemblée est présidée par le gérant. La délibération est constatée par un procès-verbal signé par tous les associés présents, établi dans les conditions fixées par les dispositions réglementaires en vigueur.

Dans les cas autres que ceux visés à l'article 1 du présent article, la décision peut être prise par voie de consultation écrite sur l'invitation du gérant. Celui-ci adresse au domicile des associés par lettre recommandée son rapport écrit et le texte des résolutions proposées.

Les associés doivent émettre leur vote par lettre recommandée dans un délai de 15 jours. Le vote s'exprime par l'indication pour chaque résolution, de la formule « accepté » ou « rejeté ». L'absence de réponse d'un associé dans le délai sera considérée comme une abstention de sa part.

La consultation écrite fait l'objet d'un procès-verbal signé du gérant et établi dans les conditions fixées par les dispositions réglementaires en vigueur. A ce procès-verbal est annexée la réponse de chaque associé.

12.2. Resume des decisions

Sauf application des dispositions particulieres aux presents statuts les decisions qui excedent les pouvoirs des gérants, tels que fixés à l'article 9 ci-dessus, sont prises à la majorité des trois quarts du capital social

Les décisions des associés ayant pour objet la modification des statuts devront être prises à la majorité des trois quarts du capital social

Article 13 - Livres et registres - Droit d'information des associés

Les opérations de la société seront constatées sur des livres et registres tenus conformément à la loi et suivant les usages du commerce sous la responsabilité et par les soins de la gérance

L'associé non gérant a le droit de prendre par lui-même, au siège social, connaissance des livres de commerce et de comptabilité, des contrats, factures, correspondances, procès-verbaux et plus généralement de tout document établi par la société ou reçu par elle. Ce droit de prendre connaissance emporte celui de prendre copie

Il a le droit, deux fois par an, de poser par écrit des questions sur la gestion sociale, auxquelles il doit être répondu également par écrit

VI - EXERCICE SOCIAL - COMPTES SOCIAUX - INFORMATION COMPTABLE ET FINANCIERE

AFFECTATION ET REPARTITION DU RESULTAT

Article 14 - Exercice social

L'exercice social commence le 1^{er} janvier et finit le 31 décembre de chaque année. Par exception le premier exercice commencera à compter du jour de l'immatriculation de la société au Registre du commerce et des sociétés, pour finir le 31 décembre 2008

Article 15 - Comptes sociaux

La gérance dresse à la fin de chaque exercice l'inventaire des divers éléments de l'actif et du passif

Elle dresse également le bilan, le compte de résultat et l'annexe qui sont établis après chaque exercice selon les mêmes formes et les mêmes méthodes d'évaluation que les années précédentes, sauf si un changement exceptionnel est intervenu dans la situation de la société dans ce dernier

cas, les modifications doivent être décrites et justifiées dans l'annexe. Elles doivent être aussi signalées dans le rapport de gestion et, le cas échéant, dans le rapport du commissaire aux comptes

La gérance établit aussi un rapport de gestion sur la situation de la société et son activité au cours de l'exercice écoulé

Dans les 6 mois qui suivent la clôture de l'exercice la gérance convoque, par lettre recommandée l'assemblée des associés qui statue sur les comptes dudit exercice à la majorité de plus de la moitié du capital social

Sont joints à la convocation, qui est adressée aux associés 15 jours avant la date de l'assemblée, le bilan, le compte de résultat et l'annexe le rapport de gestion ainsi que le texte des résolutions proposées

L'inventaire est tenu à la disposition des associés durant le même délai au siège social ou ils peuvent en prendre copie

Article 16 - Information comptable et financière

Si la société vient à répondre à l'un des critères définis par décret et tires du nombre de salariés ou du chiffre d'affaires, compte tenu éventuellement de la nature de l'activité, le ou les gérants sont tenus d'établir une situation de l'actif réalisable et disponible, valeurs d'exploitation exclues, et du passif exigible, un compte de résultat prévisionnel, un tableau de financement en même temps que le bilan annuel et un plan de financement prévisionnel

La périodicité, les délais et les modalités d'établissement de ces documents sont également précisés par décret

La société concernée cesse d'être assujettie à cette obligation lorsqu'elle ne remplit aucune de ces conditions pendant deux exercices successifs

Les documents susvisés sont analysés dans des rapports écrits sur l'évolution de la société établis par le gérant, qui les communique au commissaire aux comptes et au comité d'entreprise

En cas de non-observation de ces dispositions, ou si les informations données dans les rapports visés à l'alinéa précédent appellent des observations de sa part, le commissaire aux comptes le signale dans un rapport au gérant ou dans le rapport annuel. Il peut demander que son rapport soit adressé aux associés ou qu'il en soit donné connaissance à l'assemblée des associés. Ce rapport est communiqué au comité d'entreprise

Article 17 - Affectation et répartition du résultat

Le bénéfice distribuable est constitué par le bénéfice net de l'exercice, diminué des pertes antérieures et augmenté des reports bénéficiaires. Sont aussi distribuables les sommes prélevées sur les réserves disponibles. En ce cas, la décision indique expressément les postes de réserves sur lesquels les prélèvements sont effectués

Le résultat réalisé par la Société est à la disposition des associés proportionnellement au nombre de parts sociales qu'ils possèdent

De convention expresse et sauf décision contraire des associés prise à l'unanimité, ceux-ci sont de plein droit et sans délai, dès la clôture de l'exercice écoulé

- soit créanciers du montant du bénéfice distribuable rapporté au nombre de parts sociales dont chacun est propriétaire ;
- soit débiteurs de la perte constatée, qu'ils prennent en charge et supportent à proportion de leurs droits sociaux ;

VII - TRANSFORMATION - DISSOLUTION - LIQUIDATION - PROPRIÉTÉ DU FONDS SOCIAL

Article 18 – Transformation

La transformation de la société en société d'une autre forme peut être décidée par décision collective des associés prise à l'unanimité sans que cette opération entraîne la création d'un être moral nouveau

Article 19 – Dissolution

19.1 Dissolution par l'arrivée du terme

La société est dissoute à l'arrivée du terme à défaut de prorogation. Un an au moins avant la date d'expiration de la société, la gérance devra provoquer une réunion des associés à l'effet de décider si la société doit être prorogée

19.2 Décision des associés

La société pourra être dissoute à tout moment par décision prise avec l'accord de tous les associés

Si du fait des pertes constatées dans les documents comptables, les capitaux propres de la société deviennent inférieurs à la moitié du capital social, tout associé pourra requerr la dissolution de la société à charge pour lui de faire connaître son intention à cet égard par acte extrajudiciaire signifié au gérant au siège social avant la réunion de l'assemblée générale ordinaire annuelle

19.3 Décès - Interdiction ou incapacité d'un associé

La société ne sera pas dissoute par le décès ou l'interdiction d'un associé

Elle continuera entre les héritiers, ayants droit, ayants cause ou représentant légal de l'associé, et les autres associés dans les conditions prévus à l'article 1870 du code civil

Les parts sociales de l'associé exclu, à la suite d'une mesure d'interdiction d'exercer une activité commerciale ou d'un jugement de liquidation judiciaire prononcé à son égard, sont rachetées par la société qui réduit, le cas échéant, son capital en conséquence. La valeur de ces parts a rembourser à l'associé exclu est fixée conformément aux dispositions de l'article 1843-4 du code civil

Les associés peuvent toutefois décider à l'unanimité que ces parts seront rachetées par eux-mêmes ou par des tiers agréés

L'incapacité légale ou physique permanente, et dûment constatée, de l'un des associés sera assimilée au décès

La dissolution pour quelque cause que ce soit d'une personne morale associée de la société sera également assimilée au décès d'un associé personne physique

19.4 Associé unique

En présence d'un associé unique, la dissolution de la société d'idée par celui-ci entraînera la transmission universelle du patrimoine de la société à l'associé unique sans qu'il y ait lieu à liquidation

Cette transmission et l'exercice éventuel des droits des créanciers auront lieu conformément aux articles 1844-5 à 1844-8 du code civil

Article 20 – Liquidation

La société est en liquidation dès l'instant de sa dissolution pour quelque cause que ce soit

Sa dénomination sociale est suivie de la mention « société en liquidation »

Cette mention ainsi que le nom du liquidateur doivent figurer sur tous les actes et documents émanant de la société et destinés aux tiers, notamment sur toutes lettres factures annonces et publications diverses. La personnalité morale de la société subsiste, pour les besoins de la liquidation, jusqu'à clôture de celle-ci. La dissolution de la société ne produit ses effets à l'égard des tiers qu'à compter de la date à laquelle elle est publiée au Registre du commerce et des sociétés. La dissolution de la société n'entraîne pas de plein droit la résiliation des baux des immeubles utilisés pour son activité sociale

Le gérant en service lors de la dissolution est nommé liquidateur

En cas de besoin, les associés pourvoient à la majorité simple au remplacement du liquidateur qui ne serait plus en mesure d'exercer son mandat

Le liquidateur exerce sa mission pendant le délai nécessaire à son accomplissement

Il dispose des pouvoirs les plus étendus à cet effet et, notamment, ceux de vendre soit à l'amiable soit aux enchères en bloc ou en détail, tous les biens droits et actions de toute

nature, mobiliers et immobiliers appartenant à la société, le tout sans aucune réserve et de manière à parvenir à l'entière liquidation de la société sous réserve de respecter les dispositions édictées par la loi

Le produit net de la liquidation, après extinction du passif et des charges de la société, est affecté au remboursement des droits des associés dans le capital social. Le solde est reparti entre les associés dans la proportion de leur part dans le capital social.

Si le résultat de la liquidation établit un résultat négatif, les pertes sont supportées par les associés dans la même proportion.

Article 21 - Propriété du fonds social

La société étant seule propriétaire de son actif, les héritiers, représentants ayant droit ou ayant cause et créanciers personnels d'un associé, ne pourront en aucun cas requérir l'apposition des scellés sur les biens sociaux, ni prendre quelque mesure que ce soit pouvant entraver la marche normale de la société. Lesdits héritiers, ayant droit ou ayant cause et créanciers personnels de l'associé seront tenus de s'en rapporter aux derniers inventaires et bilans arrêtés entre les associés. Ces dispositions sont applicables au cas où pour une cause quelconque les héritiers d'un associé prédécédé demanderaient la dissolution de la société. Il serait alors dressé seulement un inventaire en la forme commerciale et procédée, s'il y a lieu, à la liquidation conformément aux prescriptions de l'article 20.

VIII - ACTES ACCOMPLIS POUR LA SOCIÉTÉ EN FORMATION

Article 22 - Remise des actes accomplis pour le compte de la société en formation

Préalablement à la signature des statuts, Monsieur Emmanuel BEZAULT, agissant en qualité de gérant de la société a présenté aux associés, conformément aux dispositions de l'article 6 du décret n° 78-704 du 3 juillet 1978, l'état des actes accomplis pour le compte de la société en formation avec l'indication, pour chacun d'eux, de l'engagement qui en résultera pour la société. Cet état est annexé aux statuts et la signature de ces derniers emportera reprise des engagements par la société, lorsque celle-ci aura été immatriculée au Registre du commerce et des sociétés.

Les associés donnent mandat à Monsieur Emmanuel BEZAULT, Gérant, à l'effet de prendre pour le compte de la société jusqu'à son immatriculation au Registre du commerce et des sociétés les engagements suivants :

- Signature d'un contrat pour la prise à bail des locaux ;
- Signer les contrats de régie publicitaire avec la Société INSERT et toutes conventions permettant de débiter son activité avec cette société ;
- ouvrir tous comptes bancaires nécessaires au bon fonctionnement de la Société ;
- effectuer toutes les formalités nécessaires en vue de l'immatriculation de la Société au Registre du Commerce et des Sociétés
- payer tous les frais, droits et honoraires de constitution de la Société

- et généralement, faire le nécessaire partout ou besoin sera, pour le bon fonctionnement et la bonne marche de la Société

L'immatriculation de la société au Registre du commerce et des sociétés emportera de plein droit, reprise de ces engagements par la société

IX - CONTESTATIONS - DISPOSITIONS DIVERSES

Article 23 - Contestations

Toutes les contestations concernant les affaires sociales, qui pourraient s'élever entre les associés, ou ces derniers et la société, pendant la durée de la société et de sa liquidation, seront portées devant les tribunaux compétents du siège social. En conséquence, tout associé devra faire élection de domicile dans le ressort du tribunal compétent du lieu du siège social et toute assignation et signification seront régulièrement faites à ce domicile.

A défaut d'élection de domicile, les assignations et significations sont valablement faites au parquet du procureur de la République près le tribunal de grande instance du lieu du siège social.

Article 24 - Déclarations

Les soussignés déclarent qu'ils ont leur domicile fiscal en France.

Article 25 - Election de domicile

Pour l'exécution des présentes, les parties font élection de domicile au siège social de la société, avec attribution de juridiction au tribunal de commerce de ce siège.

Article 26 - Enregistrement

Le présent acte sera enregistré dans le délai d'un mois à compter de sa date.

Article 27 - Publicité

Tous pouvoirs sont donnés à Monsieur Emmanuel BEZAULT, Gérant, à l'effet d'accomplir les formalités de publicité prescrites par la législation et, en particulier, pour signer l'avis à insérer dans un journal d'annonces légales du département du siège social.

Article 28 - Frais

Tous les frais, droits et honoraires auxquels les présentes donneront lieu seront portés au compte des frais généraux du premier exercice social

Fait à Paris le
en six originaux

Pour la Société INSERT

Pour la Société INSERT CENTRE
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**CERTIFICATE OF REGISTRATION
OF AN OVERSEA COMPANY**

(Registration of a UK establishment)

Company No. FC029909

UK Establishment No. BR014893

The Registrar of Companies hereby certifies that

URBAN REGIE

has this day been registered under the Companies Act 2006 as having
established a UK Establishment in the United Kingdom.

Given at Companies House on **22nd November 2010**.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES