

## THE COMPANIES ACTS 1948 TO 1976

# Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948 as amended by the Companies Act 1976

Please do not write in this binding margin



Please complete legibly, preferably in black type, or bold black lettering

\* delete if inappropriate

† Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

‡ or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Company number

1385669

Name of Company

FORDS PUBLICITY (BRISTOL)

Limited\*

I, DEREK JAMES KENNEW  
of 14, ORCHARD ST  
BRISTOL

do solemnly and sincerely declare that I am † a Solicitor of the Supreme Court engaged in the formation of Fords Publicity (Bristol) Limited\*

and that all the requirements of the Companies Acts 1948 to 1976 in respect of matters precedent to the registration of the said company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 21 Orchard Street  
Bristol

the 21st day of July  
One thousand nine hundred and seventy-eight

before me Arthur Simon  
A Commissioner for Oaths ‡

Presenter's name, address and reference (if any)

For official use  
General section

Post room



1385669/3

THE COMPANIES ACTS 1948 to 1976

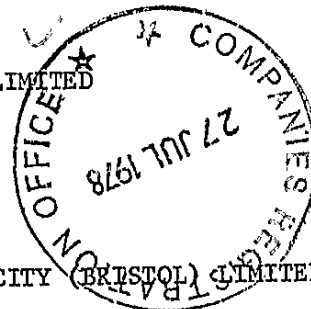


COMPANY LIMITED BY SHARES

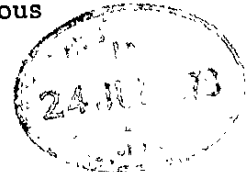
## MEMORANDUM of ASSOCIATION

of

FORDS PUBLICITY (BRISTOL) LIMITED



1. The Name of the Company is "FORDS PUBLICITY (BRISTOL) LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
  - (A) (1) To acquire the whole of the issued share capital of Fords Group Holdings (Bristol) Limited.
  - (2) To carry on business as a Commercial Holding Company and to incorporate or acquire in any manner the shares or capital of any interest in any other company or firm (whether as subsidiary or otherwise) the acquisition of an interest wherein may appear to be beneficial to the interests of the Company; to co-ordinate and manage through the holding of the shares and other interests in companies, firms and businesses; to finance and aid any such companies or firms or businesses by loans, guarantees, subvention payments or otherwise; to invest the moneys of the Company in or otherwise to acquire and hold for investment shares, stocks, debentures, debenture stock, securities and investments of all kinds issued or guaranteed by any company, corporation, governmental or other authority, trust, firm or person constituted or carrying on business in any part of the world; to acquire by purchase or otherwise for any estate or interest and to hold for investments real and personal property of every description or kind; to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations; to undertake and execute any other trusts, to enter into, assist, or participate in financial transactions, undertakings and businesses of every description, and to carry on, develop, and extend the same, or sell, dispose of or otherwise turn the same to account, and generally to carry out all the functions of a commercial holding company (but so that nothing herein contained shall permit or authorise the Company to traffic in investments or to deal in or dispose of the same save in connection with the carrying on of its business of holding commercial investments and securities and co-ordinating the affairs of the various Companies and firms in which the Company is interested).



(3) To carry on all or any of the businesses of Advertising and Publicity Agents Public Relations Consultants and Practitioners, Industrial Designers and Consultants, Commercial Research and Publicity Consultants and Advisers Marketing and Sales Consultants, Advisers in Efficiency Technique, Publishers, Journalists, Authors, Editors, Printers, Sales Promotion Organisers, Exhibition Organisers and Contractors, Commercial and Poster Artist and Designers, Creators and Designers of Pictorial, Oral, Display and Typeset Advertisements for announcements in the Trade, Technical or Consumer or other Press and Publications, and in and on Railways, Trams, Omnibuses, Cars, Ships and vehicles of all kinds, Halls and Hoardings, Theatre, Music Hall, Cinema, Television and Radio, in the Sky on the Sea, in Airships, Balloons, Aircraft and Marine Craft, Organisers of and agents for advertising and Publicity schemes of all kinds, Inventors, Creators, and Designers of and Dealers in Novelties and Advertising Materials of every description, Travel Agents, Theatrical Agents, Impressarios, Producers, Directors, Promoters, and Financiers of Shows for Public Entertainment, Education and any other purpose, Hirers of Public and Private Transport of all kinds, Owners and Managers of Television Studios, Theatre, Cinemas and all places of public entertainment, Hotels and Restaurants, Advertising Agents and Contractors, Caterers, and General Merchants, Agents, Factors, and Traders.

(4) To carry on all or any of the businesses of Trade Finishers and Printers by Silkscreen and other reproduction processes, by hand or by machine, or by spraying, painting, or stencilling, and of Manufacturers and Construction Designers of Showcards, Cut-out Displays (rigid and folding), Signs, Counter Displays Boxes and Containers, Tablets and Posters and the like in paper, cardboard, wood, plastics, metal, glass, plaster, cloth and other materials, Ticket and Sign Writers, Art Dealers and Dealers in Artists' materials, Merchants of and Dealers in Paper of all kinds, and Wrapping and Packing Materials, Wholesale and Retail Stationers, Dealers in Fancy Goods, Articles, and Novelties of every description.

(5) To carry on all or any of the businesses of Sales Promotion and Marketing Specialists and Agents, and to create, establish, build up, operate and maintain an organisation for the advertisement, distribution or introduction of products, merchandise, goods, wares, and commodities of every description, and to act as organisers of Thrift and Check Trading Schemes of all kinds, Manufacturers' Agents and Representatives, Business System Organisers, General Business Consultants, Business Transfer Agents, Business Managers, Business Efficiency Advisers; Commission and General Agents, Brokers, Factors, Warehousemen, General Storekeepers and Railway, Shipping, Forwarding and Freight Agents, Storage Contractors, Removers and Carriers; and to use any premises or property whether belonging to the Company or not for the purpose of collecting, receiving, storing, housing, breaking down, reconditioning, dispatching, transporting, delivering, shipping and insuring of goods, wares, and merchandise of all kinds whether belonging to the Company or not; to receive goods and materials of all kinds on deposit for safe custody; to co-ordinate the administration and management of any subsidiary companies of the Company and to finance or otherwise assist any company which is a subsidiary of the Company or which is associated with the Company or of which the Company is a member by means of subvention or other payments whether gratuitous or for such consideration as the Company may think expedient.

(6) To manufacture, buy, sell, import, export, and deal generally in materials, commodities, articles, and things of all kinds required or used or commonly dealt with in connection with the foregoing businesses, or any of them, or likely to be required by any of the customers of or persons having dealings with the Company.

(B) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(C) To purchase or by any other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal property.

(D) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(E) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.

(F) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company, both real and personal

(G) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold, sell or otherwise deal with any investments made.

(H) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to become security for any persons, firms, or companies.

(I) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including

its uncalled capital, and also by a similar mortgage, charge, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(J) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debenture, and other negotiable or transferable instruments.

(K) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(L) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(M) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any Company in which the Company holds any such interest.

(N) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

(O) To remunerate any person, firm or company rendering services to this Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(P) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares or other securities of the Company.

(Q) To support and subscribe to any charitable or public object, and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or the

holding company of the Company or of the predecessors in business of the Company or of any such subsidiary or holding company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary or holding company and to lend money to any such employees or to trustees on their behalf to enable any such share purchase schemes to be established or maintained.

(R) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(S) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(T) To distribute among the Members of the Company in kind any property of the Company of any kind.

(U) To procure the Company to be registered or recognised in any part of the world.

(V) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise and by or through agents or otherwise and either alone or in conjunction with others.

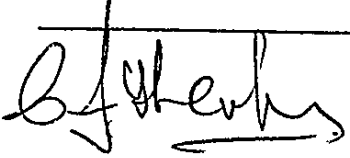

(W) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company.

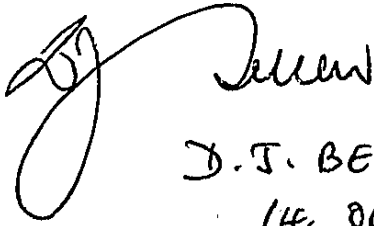
4. The liability of the Members is limited.

5. The Share Capital of the Company is £30,500 divided into 1000 Ordinary Voting Shares of £1 each, and 29,500 'A' Ordinary Non-voting Shares of £1 each.

We, the several persons whose names, addresses, and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
 CHRISTOPHER JOHN KENBERY NORLEBURY LODGE CAMP ROAD WESTON-SUPER-MARE, AVON SALES DIRECTOR	ONE ONE
 DENNIS REGINALD LEWIS 14, REDCLIFFE PARADE EAST REDCLIFFE BRISTOL - 1. CREATIVE DIRECTOR	ONE ONE

WITNESS TO THE ABOVE SIGNATURES: ✓



J.T. BEALE  
14, ORCHARD ST.  
BRISTOL - 1.

18th day of July 1978

## THE COMPANIES ACTS 1948 to 1976

---

COMPANY LIMITED BY SHARES

---

ARTICLES of ASSOCIATION  
of  
FORDS PUBLICITY (BRISTOL) LIMITED

---

PRELIMINARY

1. The regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby : that is to say, Clauses 24, 53, 75, 89, 90, 91 and 92 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a Private Company and Clauses 2, 4, 5 and 6 (but not Clauses 1 and 3) in Part II of Table A shall also apply to the Company.

## SHARE CAPITAL AND SHARES

3. The Share Capital of the Company is £30,500 divided into 1,000 Ordinary Voting Shares of £1 each and 29,500 'A' Ordinary Non-voting Shares of £1 each.

4. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

5. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

## COMPULSORY RETIREMENT

6. No Member of the Company shall without the consent in writing of the Holder or Holders of a majority of the issued Shares be interested as a Shareholder, Partner, Director, Manager, or otherwise in any concern carrying on any business having interests inconsistent with those of the Company, and if it shall be proved to the satisfaction of the Holder or Holders of a majority of the issued Shares that any Member has committed a breach of this Article they may serve him with notice in writing (with a copy of this Article subjoined) requiring him to retire from or otherwise determine his interest in such concern, and if it shall not be proved to the satisfaction of the Holder or Holders of a majority of the issued Shares within the period of twenty-eight days from the date of the service of such notice that the requisitions thereof have been complied with they may at any time after the expiration of such period call upon the said



Member to transfer his Shares to such person as the Company may decide at a price to be fixed by the Auditor as the fair value thereof, and if the said Member does not comply with such Call within the period of fourteen days the Holder or Holders of a majority of the issued Shares may at the expiration of such period receive the purchase money on his behalf and may authorise some person to execute a transfer of the Shares in favour of the purchaser.

#### TRANSFER OF SHARES

- 6A. (a) Any member desiring to dispose of a share by way of sale gift or otherwise (hereinafter called a Retiring Member which expression shall include the Personal Representatives of a deceased member) shall give notice in writing thereof (hereinafter called the sale notice of the Company specifying the number and class of shares of which the Retiring Member desires to dispose. Such sale notice shall constitute the Company the Retiring Member's agent for the sale to the other members of all (but not part only) of the shares comprised in the sale notice at the fair value thereof. No sale notice shall be withdrawn except with the Directors' sanction.
- (b) In case of the death of a member, then unless within a period of Six months after his death there shall have been given a sale notice in respect of all the shares held by the deceased member, at the expiration of such period such sale notice shall be deemed to have been given and the Company shall thereupon be constituted the agent for the sale of all the Shares held by the deceased member.
- (c) If any Member of the Company being an employee of the Company or of any Company of which the whole of the issued share capital is held by the Company or by nominees for the Company (hereinafter called the subsidiary company) shall leave the employ of the Company or the subsidiary company (as the case may be) then such Member shall forthwith give a sale notice in respect of all of the shares held by him. Unless within a period of Twenty-eight days from the cessation of his said employment such member shall have given a sale notice in respect of all the shares held by him, then at the expiration of such period such sale notice shall be deemed to have been given and the Company shall thereupon be constituted the agent for the sale of all the shares held by him : Provided that this clause shall not apply in the case of a member ceasing only to be a Director of the Company or of a subsidiary company.
- (d) The fair value of the shares comprised in the sale notice shall be the value certified by the Auditor for the time being of the Company as the fair value thereof and his certificate shall be binding and conclusive on all persons interested and in giving the same he shall be deemed to be acting as an expert and not as an Arbitrator. On receipt of a sale notice the Secretary shall forthwith notify to the Auditor particulars of the shares comprised therein and require him to certify their fair value and he shall duly certify the same to the Company and at the same time to the Retiring Member.

- (e) If the Company shall within Fifty-six days after receipt of the Auditor's certificate find a Member or Members willing to purchase at the fair value all the shares comprised in a sale notice (hereinafter described as a "a purchaser or purchasers") and shall give notice thereof to the Retiring Member, the Retiring Member shall be bound upon payment of the said fair value, to transfer all (but not part only) of the shares comprised in the sale notice to the purchaser or purchasers who shall be bound to complete the purchase within Fourteen days from the service of such last mentioned notice.
- (f) The Directors shall on receipt by the Company of the Auditor's certificate, first offer the shares comprised in a sale notice at the fair value to the Members then holding the remaining shares in the Company of the same class as the shares comprised in the sale notice as nearly as may be in proportion to their holdings of such shares of the same class and shall limit a just and reasonable time within which such offer if not accepted will be deemed to be declined and each such offer shall contain a request to the Member to state in his acceptance of the offer the maximum number of additional shares (if any) over and above those first offered to him which he is prepared to purchase at the fair value in the event of any Member or Members failing to accept the offer of shares to him or them in whole or in part and such additional shares (if any) shall be apportioned among the Members offering to purchase the same in proportion to the amounts of their respective offers.
- (g) If all the shares comprised in the sale notice are not accepted or applied for within the time so limited by the Members to whom they are first offered the Directors shall first use all reasonable endeavours to find a purchaser or purchasers for all or any of the shares not so accepted or applied for among the Members then holding the remaining shares in the Company of the same class as the share comprising in the sale notice in such proportions as the Directors shall think fit and subject thereto the Directors shall make such arrangements as regards the finding of a purchaser or purchasers holding shares of any other class for the time being issued for any shares not accepted or applied for by the Members holding shares of the same class as the shares comprised in the sale notice as they shall think just and reasonable.
- (h) If the Retiring Member having become bound as aforesaid fails to complete the transfer of any shares to a purchaser, the Directors may authorise some person to transfer the shares to such purchaser and may receive the purchase money and register such purchaser as holder of the shares, issuing him a certificate therefor. The Retiring Member shall be entitled to receive the purchase money from the Directors but without interest upon delivery up of his certificate for the said shares to the Directors.

- (i) If the Company shall not within Fifty-six days after the receipt of the Auditor's certificate find a purchaser or purchasers for all the shares comprised in the sale notice and shall not give to the Retiring Member notice accordingly, or if within the period limited for completion through no default of the Retiring Member the purchase of all the shares so comprised is not completed, the sale notice shall be deemed to be cancelled, and then the Retiring Member may transfer the shares to any other person subject to the rights of the Directors in accordance with the next succeeding sub-clause.
- (j) The Directors may without assigning any reason therefor decline to register any transfer of any shares made pursuant to the last preceding sub-clause.

#### GENERAL MEETINGS

7. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of The Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the auditor for the time being of the Company.

8. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum."

9. Clause 62 in Part I of Table A shall be read as if the following words were added thereto : "The 'A' Ordinary non-voting shares shall not confer on the holder the right to attend or to vote at any general meeting, or to receive any notice thereof".

#### DIRECTORS

10. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than ten.

11. The first Directors of the Company shall be appointed by the Subscribers hereto by an instrument in writing under their hands. Until the appointment of the first Directors the said Subscribers may exercise the powers of the Directors, but shall not be entitled to any remuneration.

12. Clause 79 in Part I of Table A shall be read and construed as if the proviso to such Clause were omitted therefrom.

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

14. At the Annual General Meeting in every year the whole of the Directors shall retire from office but shall be eligible for re-election.

15. The Company at the Annual General Meeting at which any Director retires in manner aforesaid may fill up the vacated office by electing a person thereto, and in default the retiring Director shall if offering himself for

re-election be deemed to have been re-elected, unless at such Meeting it is expressly resolved not to fill up such vacated office, or unless a resolution for the re-election of such Director shall have been put to the Meeting and lost.

16. The Company in General Meeting may from time to time increase or reduce the number of Directors.

17. Clause 95 of Part I of Table A shall be read and construed as if the final sentence thereof were deleted.

#### MANAGING DIRECTOR

18. Clause 107 in Part I of Table A shall be read and construed as if the second sentence thereof were deleted and as if there were substituted therefor the sentence "The office of a Managing Director shall be automatically vacated if he cease from any cause to be a Director".

#### WINDING UP

19. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the Shares held by them respectively, and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the holders of Shares (if any) issued upon special conditions.

---

Names, addresses and descriptions of Subscribers.

---

*C. J. Kembery*

CHRISTOPHER JOHN KEMBERY  
WORLEBURY LODGE  
CAMP ROAD  
WESTON - SUPER - MARE  
AVON  
SALES DIRECTOR ✓

*Dennis Reginald Lewis*

DENNIS REGINALD LEWIS  
4, REDCLIFFE PARADE EAST  
REDCLIFFE  
BRISTOL 1.  
CREATIVE DIRECTOR ✓

---

WITNESS TO THE ABOVE SIGNATURES! -

*D. S. Bewlew*

D. S. BEWLEW  
14, ORCHARD ST.  
BRISTOL 1.  
SOLICITOR. ✓

18th July 1978

## THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and  
secretary and intended situation  
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not  
write in this  
binding marginPlease complete  
legibly, preferably  
in black type, or  
bold black lettering\* delete if  
inappropriate

Company number

1385669

1

Name of Company

FORDS PUBLICITY (BRISTOL)

Limited\*

The intended situation of the registered office of the company  
on incorporation is as stated below

TOWER HOUSE

FAIRFAX STREET

BRISTOL BS1 3BS

If the memorandum is delivered by an agent for the subscribers of  
the memorandum, please mark 'X' in the box opposite and insert the  
agent's name and address below

X

VEALE BENSON

14 ORCHARD STREET

BRISTOL BS1 5ER

If the spaces provided on page 2 are insufficient and use has been made  
of continuation sheets (see note 1), please enter in the box opposite  
the number of continuation sheets which form part of this statementPresenter's  
reference (if any):For official use  
General section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin

### Important

The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	LEONARD COLSTON SHEPHERD	Business occupation	ADVERTISING AND DISPLAY CONTRACTOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	"SEABANK", BATTERY LANE FORTISHEAD, BRISTOL BS 20 9JD	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	FORDS GROUP HOLDINGS (BRISTOL) LTD FORDS OF BRISTOL LTD FORDS CREATIVE LTD		
I hereby consent to act as director of the company named on page 1			
Signature	<i>[Signature]</i>	Date	20 <sup>th</sup> July 1978

Name (note 2)	CLIFFORD WILLIAM CORNWALL FARROW	Business occupation	ADVERTISING AGENT
Former name(s) (note 3)		Nationality	ENGLISH
Address (note 4)	6. REDLAND GREEN ROAD BRISTOL BS6 7HE	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	FORDS GROUP HOLDINGS (BRISTOL) LTD FORD FARROW & PARTNERS LTD. FORDS CREATIVE LIMITED ERIC BUXTON & ASSOCIATES LTD.		
I hereby consent to act as director of the company named on page 1			
Signature	<i>[Signature]</i>	Date	20 <sup>th</sup> July 1978

Name (note 2)	KENNETH BUXTON	Business occupation	ACCOUNTANT
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	HIGH CROFT, LEWOOD ROAD, WESTON-SUPER-MARE, AVON.	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	FORDS GROUP HOLDINGS (BRISTOL) LIMITED FORD FARROW & PARTNERS LIMITED		
I hereby consent to act as director of the company named on page 1			
Signature	<i>[Signature]</i>	Date	20 <sup>th</sup> July 1978

Please do not  
write in this  
binding margin



The name(s) and particulars of the person who is, or the persons who are,  
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	KENNETH BUXTON
Former name(s) (note 3)	
Address (notes 4 & 7)	HIGH CROFT, LEEWOOD ROAD, WESTON - SUPER - MARE, AVON.
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>Kenneth Buxton</i> ✓
Date	20 <sup>th</sup> July, 1978. ✓

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	
Date	

\* as required by  
section 21(3) of  
the Companies  
Act 1976

Signed by or on behalf of the subscribers of the memorandum\*

Signature *TR Lewis* [Subscriber] [Agent]† Date 20 July 1978

Signature *B. J. V. L.* [Subscriber] [Agent]† Date 20 July 1978

† delete as  
appropriate





Please do not  
write in this  
binding margin

# THE COMPANIES ACTS 1948 TO 1976

## Statement of first directors and secretary and intended situation of registered office

Continuation sheet No. 1  
to Form No. 1

Company number

1385669

Please complete  
legibly,  
preferably in  
black type, or  
bold black  
lettering

\*delete if  
inappropriate

Name of Company

~~DEA~~ FORDS PUBLICITY (BRISTOL) Limited\*

Particulars of other directors (continued)

Name (note 2)	DENNIS REGINALD LEWIS	Business occupation	CREATIVE DIRECTOR
Former name(s) (note 3)	NONE	Nationality	
Address (note 4)	4, REDCLIFFE PARADE EAST REDCLIFFE BRISTOL.	Date of birth (where applicable) (note 6)	
I hereby consent to act as director of the company named on page 1			
Signature	<i>[Signature]</i>	Date	18th July 1978

Particulars of other directorships

FORDS OF BRISTOL LTD  
FORDS CREATIVE LTD



continued overleaf

†delete if  
inappropriate

Please do not  
write in this  
binding margin



# THE COMPANIES ACTS 1948 TO 1976

## Statement of first directors and secretary and intended situation of registered office

Please complete  
legibly,  
preferably in  
black type, or  
bold black  
lettering

\*delete if  
inappropriate

Continuation sheet No. 2  
to Form No. 1

Company number

1385669

Name of Company

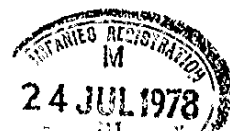
<u>FORDS PUBLICITY (BRISTOL)</u>
Limited*

Particulars of other directors (continued)

Name (note 2) <u>WILLIAM STANLEY NELSON</u>	Business occupation <u>ADVERTISING AGENT</u>
Former name(s) (note 3)	Nationality <u>BRITISH</u>
Address (note 4) <u>9. MARINERS DRIVE</u> <u>WEST TOWN, BACKWELL, BRISTOL</u> <u>AVON BS19 3HT</u>	Date of birth (where applicable) (note 6) <u>19th OCTOBER 1928</u>
I hereby consent to act as director of the company named on page 1	
Signature <u>[Signature]</u>	Date <u>20th JULY 1978</u>

Particulars of other directorships

FORDS OF BRISTOL LIMITED  
FORDS CREATIVE LIMITED



†delete if  
inappropriate

continued overleaf†

Please do not  
write in this  
binding margin



# THE COMPANIES ACTS 1948 TO 1976

## Statement of first directors and secretary and intended situation of registered office

Please complete  
legibly,  
preferably in  
black type, or  
bold black  
lettering

\*delete if  
inappropriate

Continuation sheet No. 3  
to Form No. 1

Company number

38569

Name of Company

FORDS PUBLICITY (BRISTOL) Limited\*

Particulars of other directors (continued)

Name (note 2) <u>CONSTANCE ROSE SHEPHERD</u>	Business occupation <u>ADVERTISING AGENT</u>
Former name(s) (note 3) <u>✓</u>	Nationality <u>BRITISH</u>
Address (note 4) <u>"SEABANK", BATTERY LANE</u> <u>PORTISHEAD, BRISTOL</u> <u>BS 20 9JD</u>	Date of birth (where applicable) (note 6) <u>22/9/1915</u>
I hereby consent to act as director of the company named on page 1	
Signature <u>C.R. Shepherd.</u>	Date <u>19.4.78</u>

Particulars of other directorships

FORDS GROUP HOLDINGS (BRISTOL) LTD . .  
FORD FARROW & PARTNERS LTD .

†delete if  
inappropriate



continued overleaf†

Please do not  
write in this  
binding margin



# THE COMPANIES ACTS 1948 TO 1976

## Statement of first directors and secretary and intended situation of registered office

Please complete  
legibly,  
preferably in  
black type, or  
bold black  
lettering

\*delete if  
inappropriate

Continuation sheet No. 4  
to Form No. 1

Company number

1385669

Name of Company

FORDS PUBLICITY (BRISTOL)

✓ Limited\*

Particulars of other directors (continued)

Name (note 2) DAPHNE HILDA FARROW

Business occupation

Advertising Agent

Former name(s) (note 3)

Nationality

British

Address (note 4) 6. REDLAND GREEN ROAD

BRISTOL BS6 7HE

Date of birth (where applicable)

(note 6) 7.11.1921

I hereby consent to act as director of the company named on page 1

Signature

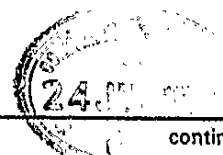
D. H. Farrow

Date 20.7.78

Particulars of other directorships

FORDS OF BRISTOL LTD

FORDS GROUP HOLDINGS (BRISTOL) LTD



continued overleaf†

†delete if  
inappropriate



## CERTIFICATE OF INCORPORATION

No. 1385669

I hereby certify that

**FORDS PUBLICITY (BRISTOL) LIMITED**

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

Given under my hand at Cardiff the

25TH AUGUST 1978

A handwritten signature in cursive script, appearing to read 'P. Walker'.

P. WALKER

*Assistant Registrar of Companies*

# Notice of resignation of an auditor

# J390

Pursuant to section 390 of the Companies Act 1985

Company number

1385669

Name of Company FORDS PUBLICITY (BRISTOL) LIMITED

Registered Office TOWER HOUSE, FAIRFAX STREET,  
BRISTOL BS1 3BS

\*delete as appropriate

☒ We\* Binder Hamlyn  
Chartered Accountants  
Narrow Quay House  
Princes Street  
Bristol BS1 4PQ

hereby give notice that in accordance with section 390 of the Companies Act 1985 I/we resign as auditor(s) of the above company as from 15<sup>th</sup> October 1987

- (a) ☒ We confirm that in connection with ~~my~~/our resignation there are no circumstances which ~~I/we~~ consider should be brought to the notice of members or creditors of the company.
- (b) ~~I/We consider the following circumstances connected with my/our resignation should be brought to the notice of the members or creditors of the company:-~~



Signed Binder Hamlyn

## NOTE

1. A copy of this notice has to be sent to the Registrar of Companies within 14 days of its receipt at the Registered Office of the company
2. A copy of any circumstances stated at (b) above, to every person who under section 240 is entitled to be sent copies of the accounts.

PRINTED AND SUPPLIED BY

**Jordans**

JORDAN & SONS LIMITED  
JORDAN HOUSE  
BRUNSWICK PLACE  
LONDON N1 6EE  
TELEPHONE 01 253 3030  
TELEX 261010



NO: 1385669

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

FORDS PUBLICITY (BRISTOL) LIMITED

At an Extraordinary General Meeting of the Company duly convened and held on the 11th April 1991 the following resolution was duly passed as a Special Resolution:

RESOLUTION

That the Articles of Association of the Company be altered by adding after Article 6(h) a new Article 6(i) which reads:

"6(i) Subject to the provisions of the Companies Act 1985, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares".

M. J. Law

.....  
Chief Executive



THE COMPANIES ACTS 1948 TO 1985

---

COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION  
of

FORDS PUBLICITY (BRISTOL) LIMITED

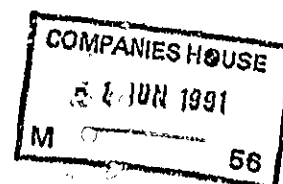
---

PRELIMINARY

1. The regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 24, 53, 75, 89, 90, 91 and 92 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied by these Articles, the following shall be the regulations of the Company.
2. The Company is a Private Company and Clauses 2, 4, 5 and 6 (but not Clauses 1 and 3) in Part II of Table A shall also apply to the Company.

SHARE CAPITAL AND SHARES

3. The Share Capital of the Company is £30,500 divided into 1,000 Ordinary Voting Shares of £1 each and 29,500 "A" ordinary Non-voting Shares of £1 each.
4. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.
5. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.





## COMPULSORY RETIREMENT

6. No Member of the Company shall without the consent in writing of the Holder or Holders of a majority of the issued Shares be interested as a Shareholder, Partner, Director, Manager, or otherwise in any concern carrying on any business having interests inconsistent with those of the Company, and if it shall be proved to the satisfaction of the Holder or Holders of a majority of the issued Shares that any Member has committed a breach of this Article they may serve him with notice in writing (with a copy of this Article subjoined) requiring him to retire from or otherwise determine his interest in such concern, and if it shall not be proved to the satisfaction of the Holder or Holders of a majority of the issued Shares within the period of twenty eight days from the date of the service of such notice that the requisitions thereof have been complied with they may at any time after the expiration of such period call upon the said Member to transfer his Shares to such person as the Company may decide at a price to be fixed by the Auditor as the fair value thereof, and if the said Member does not comply with such Call within the period of fourteen days the Holder or Holders of a majority of the issued Shares may at the expiration of such period receive the purchase money on his behalf and may authorise some person to execute a transfer of the Shares in favour of the purchaser.

## TRANSFER OF SHARES

- 6A. a. Any Member desiring to dispose of a Share by way of sale, gift or otherwise (hereinafter called "a Retiring Member" which expression shall include the Personal Representatives of a deceased Member or an Employee Member as hereinafter defined) shall give notice in writing thereof (hereinafter called "a Sale Notice") to the Company specifying the number and classes of Shares of which the Retiring Member desires to dispose. Such Sale Notice shall constitute the Company the Retiring Member's agent for the sale in accordance with this Article of all (but not part only) of the Shares comprised in the Sale Notice at the fair value thereof. A Sale Notice may only be withdrawn with the sanction of the Directors.
- b. In the case of the death of a Member, then unless within a period of six months after his death there shall have been given a Sale Notice in respect of all the Shares held by the deceased Member, at the expiration of such period such Sale Notice shall be deemed to have been given and the Company shall thereupon be constituted the agent for the sale of all the Shares held by the deceased Member.

- c. If any Member of the Company also being an employee (hereinafter called "an Employee Member") of the Company or of any company of which the whole of the issued share capital is held by the Company or by nominees for the Company (hereinafter called "the subsidiary company") shall leave the employ of the Company or the subsidiary company (as the case may be) then such Member shall forthwith give a Sale Notice in respect of all the Shares held by him. For the purposes of this Article "employee" shall mean a person employed by the Company or a subsidiary company. Unless within a period of twenty eight days from the cessation of his said employment such Member shall have given a Sale Notice in respect of all the Shares held by him then at the expiration of such period such Sale Notice shall be deemed to have been given and the Company shall thereupon be constituted the Agent for the sale of all the Shares held by him. Provided that this Article shall not apply in the case of a Member ceasing only to be a Director of the Company or of a subsidiary company.
- d. The fair value of the Shares comprised in a Sale Notice shall be the value certified by the Auditor for the time being of the Company as the fair value thereof and his certificate shall be binding and conclusive on all persons interested and in giving the same he shall be deemed to be acting as an expert and not as an arbitrator. On receipt of a Sale Notice the Secretary shall forthwith notify to the Auditor particulars of the Shares comprised therein and require him to certify their fair value and he shall duly certify the same to the Company and at the same time to the Retiring Member.
- e. The Directors shall on receipt of the Auditor's certificate first offer the Shares comprised in the Sale Notice at the fair value to Employee Members then holding the remaining Shares in the Company of the same Class as the Shares comprised in the Sale Notice as nearly as may be in proportion to their holdings of such Shares of the same Class and shall limit a reasonable time within which such offer if not accepted will be deemed to be declined and each such offer shall contain a request to the Employee Members to state in their acceptance of the offer the maximum number of additional shares (if any) over and above those first offered to them which they are prepared to purchase at the fair value in the event of any Employee Members failing to accept the offer of Shares to him or them in whole or in part and such additional Shares (if any) shall be apportioned among the Employee Members offering to purchase the same in proportion to the amounts of their respective offers.

- f. If all or any of the Shares comprised in the Sale Notice are not accepted or applied for by the Employee Members to whom they are first offered within the specified time limits, the Directors shall then offer the said Shares not so accepted or applied for to such employees and/or Members of the Company or a subsidiary company holding Shares of any Class for the time being issued in the Company, at the fair value and in such proportions and within such time limits as the Directors shall in their absolute discretion think fit.
- g. If the Company shall find in accordance with this Article within seventy days after receipt of the Auditor's certificate a purchaser or purchasers willing to purchase at the fair value all the Shares comprised in the Sale Notice (hereinafter called "a purchaser or purchasers") and shall give notice thereof to the Retiring Member, the Retiring Member shall be bound upon payment of the said fair value, to transfer all (but not part only) of the Shares comprised in the Sale Notice to the purchaser or purchasers who shall be bound to complete the purchase within fourteen days from the service of such last mentioned Notice.
- h. If the Company shall not find in accordance with this Article within seventy days after the receipt of the Auditor's certificate a purchaser or purchasers for all the Shares comprised in the Sale Notice and shall not give to the Retiring Member notice accordingly, or if within the period limited for completion through no default of the Retiring Member the purchase of all the Shares so comprised is not completed, the Sale Notice shall be deemed to be cancelled and then the Retiring Member may transfer his Shares to any other persons subject to the right of the Directors to decline to register any such transfer of any Shares to such other persons, without assigning any reason therefor.
- i. Subject to the provisions of the Companies Act 1985, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

## GENERAL MEETINGS

7. Every notice convening a General Meeting shall comply with the provisions of Section 136(2) of The Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the auditor for the time being of the Company.
8. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".
9. Clause 62 in Part I of Table A shall be read as if the following words were added thereto: "The "A" Ordinary non-voting shares shall not confer on the holder the right to attend or to vote at any general meeting, or to receive any notice thereof".

## DIRECTORS

10. Unless and until the Company in General Meeting shall otherwise determine the number of Directors shall be not less than two nor more than ten.
11. The first Directors of the Company shall be appointed by the Subscribers hereto by an instrument in writing under their hands. Until the appointment of the First Directors the said Subscribers may exercise the powers of the Directors, but shall not be entitled to any remuneration.
12. Clause 79 in Part I of Table A shall be read and construed as if the proviso to such Clause were omitted therefrom.
13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.
14. At the Annual General Meeting in every year the whole of the Directors shall retire from office but shall be eligible for re-election.

15. The Company at the Annual General Meeting at which any Director retires in manner aforesaid may fill up the vacated office by electing a person thereto, and in default the retiring Director shall if offering himself for re-election be deemed to have been re-elected, unless at such Meeting it is expressly resolved not to fill up such vacated office, or unless a resolution for the re-election of such Director shall have been put to the Meeting and lost.
16. The Company in General Meeting may from time to time increase or reduce the number of Directors.
17. Clause 95 of Part I of Table A shall be read and construed as if the final sentence thereof were deleted.

#### MANAGING DIRECTOR

18. Clause 107 in Part I of Table A shall be read and construed as if the second sentence thereof were deleted and as if there were substituted therefor the sentence "The office of a Managing Director shall be automatically vacated if he cease from any cause to be a Director".

#### WINDING UP

19. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the Shares held by them respectively, and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the holders of Shares (if any) issued upon special conditions.

TAH/fjp  
ARTICLES

11 APRIL 1991