

Company Number 03973404

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
OF
CITY CLICKERS LIMITED
(the "Company")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as an ordinary resolution in the case of Resolution 1 and a special resolution in the case of Resolution 2 (the "Resolutions") The Resolutions are first circulated to the sole member of the Company at am/pm on 8 September 2011 (the "Circulation Date")

RESOLUTIONS

1. Authority for directors to authorise conflicts of interests

That for the purposes of paragraph 47 of Part 3 of Schedule 4 to the Companies Act 2006 (Commencement No 5, Transitional Provisions and Savings) Order 2007 authorisation may be given by the directors in accordance with section 175(5)(a) Companies Act 2006

2. Adoption of new articles

That the articles of association, a copy of which is attached to this Resolution, be adopted as the articles of association of the Company in substitution for, and to the exclusion of, its existing articles of association

Agreement

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, being the sole person entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions

Signed by


for and on behalf of
Clearview Traffic Group Limited

Date

8 September 2011

TUESDAY



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20/09/2011

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COMPANIES HOUSE

NOTES

- 1 If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version to the Company using one of the following methods
 - **By Hand.**
Delivering the signed copy to 1 London Street, Reading RG1 4QW
 - **Post.**
Returning the signed copy by post to 1 London Street, Reading RG1 4QW
 - **Fax.**
Faxing the signed copy to 0118 950 2704 marked "For the attention of Penelope Garden"
 - **Email.**
By attaching a scanned copy of the signed document to an email and sending it to penelope.garden@fsp-law.com Please enter "Written resolution" in the email subject box
- You may not return the Resolution to the Company by any other method
- 2 If you do not agree to the Resolution, you do not need to do anything, you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 Unless, by the end of the period of 28 days beginning with the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before the end of this period
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the joint holders appear in the register of members
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Company number: 03973404

**THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION
CITY CLICKERS LIMITED**

(adopted by the Company on 8 September 2011)

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 **Field|Seymour|Parkes
Solicitors**

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1 PRELIMINARY

1 1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) are excluded in their entirety. The Articles contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (for the purposes of these Articles called "Model Articles") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

1 2 In these Articles the following words and expressions shall have the following meanings:

"Act"	means the Companies Act 2006,
"Appointor"	has the meaning given to it in Article 5 1,
"Business Day"	means any day (other than a Saturday or a Sunday) on which clearing banks in the City of London are open for business,
"Conflict"	has the meaning given to it in Article 6 1,
"Excess Shares"	has the meaning set out in Article 8 2 2,
"Group Company"	the Company's parent undertaking and subsidiary undertakings of the Company or its parent undertaking,
"Relevant Loss"	means any loss or liability which has been made or incurred by the relevant officer in connection with the relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company,
"Relevant Officer"	means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor.

1 3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1 4 Headings of these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1 5 A reference in these Articles to an "Article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

- 1 6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- 1 6 1 any subordinate legislation from time to time made under it, and
- 1 6 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 8 Articles 7, 8, 9(3), 11(2), 11(3), 13, 14(1) to (4), 16, 17, 26, 38, 49, 52, 53 of the Model Articles shall not apply to the Company
- 1 9 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur"
- 1 10 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to Article 10," after the word "But"
- 1 11 Articles 31(a) to 31(d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, the words "either" and "or as the directors may otherwise decide"

2 DECISION MAKING BY DIRECTORS

- 2 1 The general rule about decision making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 2 3
- 2 2 The general rule in Article 2 1 shall not apply when the Company has only one director and no provision in the Articles requires it to have more than one director
- 2 3 A unanimous decision of the directors is taken when all eligible directors indicate to each other that they share a common view on a matter. Such a decision may take the form of a resolution in writing, where each director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing. A decision may not be taken in accordance with this Article 2 3 if the eligible directors would not have formed a quorum at such a meeting

3 PROCEEDINGS OF DIRECTORS

- 3 1 The quorum for the transaction of the business of the directors shall be two save where the Company only has a sole director when the quorum shall be one
- 3 2 A director who is in any way, whether directly or indirectly, interested in any proposed transaction or arrangement with the Company, or any transaction or arrangement that has been entered into by the Company, shall declare the nature and extent of his interest to the other directors to the extent required by, and in accordance with, the Act
- 3 3 To the extent permitted by the Act, and provided he has declared the nature and extent of his interest, a director may vote, at any meeting of the directors or at any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a transaction or arrangement in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting

- 3 4 If the number of votes for and against a proposal at a meeting of director are equal, the chairman or other director chairing the meeting shall have a casting vote. This Article shall not apply in respect of a particular meeting (or part of a meeting) if in accordance with the Articles the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).
- 3 5 Any director who participates in the proceedings of a meeting by means of a communication device (including a telephone) which allows all other persons present at such meeting (whether in person or by alternate or by means of such type of communication device) to hear at all times such director and such director to hear at all times all other directors present at such meeting (whether in person or by alternate or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted in the quorum. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is then present.

4 APPOINTMENT OF DIRECTORS

- 4 1 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one. Whenever the minimum number of directors shall be one, a sole director shall have authority to exercise all the powers and discretions by these Articles, expressed to be vested in the directors generally.
- 4 2 No person shall be appointed a director at any general meeting unless either
- 4 2 1 he is recommended by the directors, or
- 4 2 2 not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.
- 4 3 Subject to Article 4 2 above, the Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.
- 4 4 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 4 1 above as the maximum number of directors and for the time being in force.
- 4 5 In any case where as the result of the death of a sole member of the Company the Company has no members and no directors the personal representatives of such deceased member shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to Article 4 3.

5 ALTERNATE DIRECTORS

- 5 1 A director (the "Appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors to
- 5 1 1 exercise that director's powers, and
- 5 1 2 carry out that director's responsibilities.

in relation to the making of decisions by the directors, in the absence of the alternate Appointor

- 5 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors
- 5 3 The notice must
 - 5 3 1 identify the proposed alternate, and
 - 5 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate, that the proposed alternate is willing to act as an alternate of the director giving the notice
- 5 4 An alternate director may act as alternate director to more than one director and has the same rights to any decision of the directors as the alternate's Appointor
- 5 5 Except as the Articles specify otherwise, alternate directors
 - 5 5 1 are deemed for all purposes to be directors,
 - 5 5 2 are liable for their own acts and omissions,
 - 5 5 3 are subject to the same restrictions as their Appointors, and
 - 5 5 4 are not deemed to be agents of or for their Appointors,and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of any meetings of committees of directors of which his Appointor is a member
- 5 6 A person who is an alternate director but not a director
 - 5 6 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),
 - 5 6 2 may participate in a unanimous decision of the directors (but only if his Appointor is an eligible director in relation to that decision, but does not participate), and
 - 5 6 3 shall not be counted as more than one director for the purposes of articles 5 6 1 and 5 6 2
- 5 7 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present
- 5 8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Company, for serving as an alternate director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company
- 5 9 An alternate director's appointment as an alternate terminates
 - 5 9 1 when the alternate's appointment is revoked to be proven by notice to the company in writing specifying when it is to terminate,

- 5 9 2 on the occurrence in relation to the alternate of any event which if it occurred in relation to the alternate's Appointor would result in the termination of the Appointor's appointment as a director,
- 5 9 3 on the death of the alternate's Appointor, or
- 5 9 4 when the alternate's Appointor's appointment as a director terminates

6 DIRECTORS' CONFLICTS OF INTEREST

- 6 1 The directors may in accordance with the requirements set out in this Article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest ("Conflict")
- 6 2 Any authorisation under this Article will be effective only if
 - 6 2 1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
 - 6 2 2 any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question, and
 - 6 2 3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted
- 6 3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently)
 - 6 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,
 - 6 3 2 be subject to such term and for such duration, or impose such limits or conditions, as the directors may determine, and
 - 6 3 3 be terminated or varied by the directors at any time,

and this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation
- 6 4 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director
 - 6 4 1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict,
 - 6 4 2 is not given any documents or other information relating to the Conflict, and
 - 6 4 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict
- 6 5 Where the directors authorise a Conflict
 - 6 5 1 the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict, and

- 6 5 2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of its authorisation
- 6 6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 6 7 For the purposes of this Article 6 and Article 7
 - 6 7 1 an interest of
 - 6 7 1 1 a person who is connected with a director, and
 - 6 7 1 2 the appointor in relation to any alternate, shall be treated as an interest of the director or alternate (as appropriate), in each case in addition to any interest which the director or alternate otherwise has
- “Connected” shall have the meaning given in sections 252 to 254 of the Companies Act 2006 (excluding any statutory modification of such definition not in force at the date of adoption of these Articles),
- 6 7 2 any authorisation of a situation or matter pursuant to Articles 7 1 and 7,2, relating to a Group Company shall be effective only for so long as the relevant Group Company remains a Group Company,
- 6 7 3 references to a transaction or arrangement include a proposed transaction and a proposed arrangement and references to an arrangement include a contract or any other form of arrangement, and
- 6 7 4 references to a conflict of interest include a conflict of interest and duty and a conflict of duties

7 DIRECTORS' PERMITTED INTERESTS

- 7 1 Subject to Article 7 3, and provided that he has declared the nature and extent of his interest in accordance with (and to the extent required by) Article 7 4, a director, notwithstanding his office, shall be authorised
 - 7 1 1 to enter into, or otherwise be interested in, any transaction or arrangement with the Company (or any other Group Company) or any transaction or arrangement in which the Company (or any other Group Company) is directly or indirectly interested either with regard to his holding any office or position in the management, administration or conduct of its business or as seller, buyer or otherwise,
 - 7 1 2 to be a director, other officer (other than auditor) or employee of, or a consultant to, or otherwise interested (including by the holding of shares or other securities) in, the Company or any other Group Company,
 - 7 1 3 to act by himself or by any firm of which he is a partner, director, employee or member in a professional capacity (except as auditor) for the Company or any other Group Company and he or his firm shall be entitled to remuneration for professional services as if he were not a director of the Company,

- 7 1 4 to be a director of any other company in which the Company does not have an interest if that cannot reasonably be regarded as likely to give rise to a conflict of interest at the time of his appointment as a director of the Company or that other company (whichever is the later)
- 7 2 The authorisation in Article 7 1 shall extend to any direct or indirect interest that conflicts or possibly may conflict with the interest of the Company which may reasonably be expected to arise out of any of the situations or matters so authorised and which is capable of being authorised at law In particular (without limitation) such authorisations shall extend to and include any direct or indirect interest of a director arising (or which may arise) in connection with
- 7 2 1 any dealing or other change (or proposed dealing or other change) in any interest in shares, securities or other interests in the Company or any other Group Company the exercise of voting or other rights relating to any such interest and any interest in dividends and other distributions made by the Company or any other Group Company,
- 7 2 2 any relationship proposed, made, terminated or varied between any of the Group Companies, including without limitation, in relation to the provision of management, administration, trustee, advisory or other services, the supply of goods, the provision of finance facilities or the use of property or other assets,
- 7 2 3 any guarantee, security or indemnity given or proposed to be given by the Company or any other Group Company to, or to any person for the benefit, any other Group Company, and
- 7 2 4 any claim or right arising between any of the Group Companies provided that it shall be a term and condition of the authorisation given pursuant to this paragraph 7 2 4 that the director shall not be entitled to vote or participate in any discussions relating to the exercise, enforcement or pursuance of any claim or right so authorised
- 7 3 Matters and situations authorised under Articles 7 1 and 7 2 may also be specifically authorised by the directors in accordance with Article 6 (to the extent that it applies) or by a resolution of the members although there is no requirement to do so The authorisation in Articles 7 1 and 7 2 shall not apply, insofar as they relate to section 175 of the Act, to any situation or matter relating to any director (other than an Investor Director) which -
- 7 3 1 the directors or members have (upon request) refused to give authorisation, or
- 7 3 2 in respect of which a specific authorisation under Article 6 has been terminated
- Otherwise Articles 7 1 and 7 2, insofar as they authorise any matter or situation for the purposes of section 175 of the Act, shall be deemed to be subject to the same terms, conditions and limitations (if any) as may be imposed by the directors or members from time to time in any authorisation of that matter or situation under Article 6 or by the members
- 7 4 No director shall, by reason of his holding office as a director of the Company (or of the fiduciary relationship established by his holding that office) be liable to account to the Company for any remuneration, profit or other benefit received as a result of any interest permitted by Articles 7 1 and 7 2 (nor shall the receipt of any such remuneration, profit or other benefit constitute a breach of his duty under section 176 of the Act) and no transaction or arrangement shall be liable to be avoided by reason of any director having any interest or having received any benefit permitted by Articles 7 1 and 7 2

8 ALLOTMENT OF SHARES

- 8 1 Save to the extent authorised from time to time by an ordinary resolution of the members, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any share in the Company
- 8 2 Unless otherwise agreed by special resolution, if the directors propose to issue any shares, those shares shall not be allotted to any person unless the Company have first offered them to all members in proportion as nearly as may be to the number of existing shares of the same class of shares held by them respectively The offer
- 8 2 1 shall be in writing, shall be open for acceptance for a period of 10 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant shares, and
- 8 2 2 may stipulate that any shareholder who wishes to subscribe for a number of shares in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess shares ("Excess Shares") for which he wishes to subscribe
- 8 3 Any shares not accepted by members pursuant to the offer made to them in accordance with Article 8 2 shall be used for satisfying any requests for Excess Shares made pursuant to Article 8 2 2 If there are insufficient Excess Shares to satisfy such requests, the Excess Shares shall be allotted to the applicants in proportion as nearly as may be to the number of existing shares of the same class of shares held by them respectively After that allotment, any Excess Shares remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the members

9 TRANSFER OF SHARES

Except as required by the Companies Act 2006 or otherwise by law the directors shall not refuse to register the transfer of a share and shall register any transfer as soon as reasonably practicable and in any event within two months after the date on which the following are lodged with the Company

- 9 1 the duly stamped (or exempt) transfer, and
- 9 2 the certificate(s) for the shares to which the transfer relates or an indemnity in lieu of the certificate(s) in a form reasonably satisfactory to the directors

10 GENERAL MEETINGS AND RESOLUTIONS

- 10 1 Every notice convening a general meeting shall comply with the provisions of Section 325(1) of the Act 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 directors and to the auditors for the time being of the Company
- 10 2 No business shall be transacted at any general meeting unless a quorum is present Subject to Article 10 3 below two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum
- 10 3 If and for so long as the Company has only one member, that member present in person or by proxy or if that member is a corporation by a duly authorised representative shall be a quorum

- 10 4 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved

11 SOLE MEMBER

- 11 1 If and for so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting save that this paragraph shall not apply to resolutions passed pursuant to Sections 168 or 510 of the Act
- 11 2 Any decision taken by a sole member pursuant to Article 11 1 above shall be recorded in writing and delivered by that member to the Company for entry in the Company's Minute Book

12 COMPANY SECRETARY

The directors may appoint any person who is willing to act as the company secretary for such term at such remuneration and upon such conditions as they may think fit and from time to time remove such person and if the directors so decide appoint a replacement in each case by a decision of the directors

13 THE SEAL

If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or second director

14 INDEMNITY

- 14 1 Subject to Article 14 2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled
- 14 1 1 each Relevant Officer shall be indemnified out of the company's assets against the costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and
- 14 1 2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 14 1 1 and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure
- 14 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

15 INSURANCE

The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss