

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4800489

The Registrar of Companies for England and Wales hereby certifies that
LORD MAYOR'S SHOW LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, London, the 16th June 2003



N04800489K



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



Companies House

for the record

12

Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration

4800489

Company Name in full

LORD MAYOR'S SHOW LIMITED

I, LORETTA JENNINGS

of 107, MSORE ROAD, LONDON, SW11 5R2

† Please delete as appropriate.

do solemnly and sincerely declare that I am a ^{and} ~~†~~ Solicitor engaged in the formation of the company, ~~†~~ person named as ~~director or~~ secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985, and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Loretta Jennings

Declared at

GUILDHALL, LONDON EC2P 2ET

Day Month Year

On 16 06 2003

● Please print name.

before me ●

ANDREW JAMES COLVIN

Signed

R/Polim

Date

16/06/2003

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

LORETTA JENNINGS, CITY SOLICITOR'S DEPT.,
GUILDHALL, LONDON EC2P 2ET

Tel 0207 332 3698

DX number

DX exchange



LD1

COMPANIES HOUSE

0004

16/06/03

Form revised June 1998

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Please complete in typescript,
or in bold black capitals.

CHFP041

First directors and secretary and intended situation
of registered office

Notes on completion appear on final page

Company Name in full

4800489

LORD MAYOR'S SHOW LIMITED

Proposed Registered Office
(PO Box numbers only, are not acceptable)

GUILDHALL

Post town

LONDON

County / Region

Postcode

EC2P 2EJ

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

5

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

LORETTA JENNINGS, CORPORATION
OF LONDON, PO BOX 270, GUILDHALL
LONDON EC2P2EJ Tel 020 7332 3698

DX number

DX exchange



When you have completed and signed the form please send it to the
Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Company Secretary (see notes 1-5)

Company name		LORD MAYOR'S SHOW LIMITED	
NAME	*Style / Title	*Honours etc	
Forename(s)		LORETTA	
Surname		JENNINGS	
Previous forename(s)			
Previous surname(s)			
Address **		107 MYSORE ROAD	
Post town		LONDON	
County / Region		Postcode	SW11 5RZ
Country			

☐ **** Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.**

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

Consent signature

Date

8th June 2003

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	ALDERMAN		*Honours etc	CMG
Forename(s)		DAVID WILLIAM			
Surname		BREWER			
Previous forename(s)					
Previous surname(s)					
Address **		16 COWLEY STREET,			
		WESTMINSTER			
Post town		LONDON			
County / Region		Postcode	SW1P 3LZ		
Country					

☐ **** Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.**

Day Month Year

Date of birth

20051940

Nationality

BRITISH

Business occupation

CONSULTANT

Other directorships

CITY OF LONDON SINFONIA

THE GUILDHALL SCHOOL TRUST

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

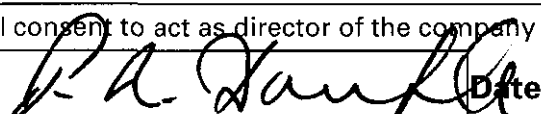
Consent signature

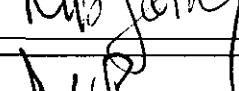
Date

10/6/03

Directors (continued) (see notes 1-5)

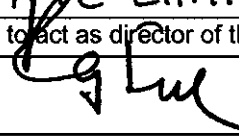
Please list directors in alphabetical order

NAME	*Style / Title	MR		*Honours etc.	
*Voluntary details	Forename(s)	PAUL ROBERT EDGAR			
	Surname	DOUBLE			
	Previous forename(s)				
	Previous surname(s)				
† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address †	20 ALBYFIELD			
	Post town	BICKLEY			
	County / Region	KENT	Postcode	BR1 2HZ	
	Country				
	Day	Month	Year		
	Date of birth	04/10/1951		Nationality	BRITISH
	Business occupation	REMEMBRANCER OF THE CITY OF LONDON			
	Other directorships				
	I consent to act as director of the company named on page 1				
	Consent signature			Date	10.11.03

This section must be signed by**Either****an agent on behalf of all subscribers****Signed****Date****Or the subscribers****(i.e those who signed as members on the memorandum of association).****Signed****Date**5.6.03**Signed****Date**10th June 2003**Signed****Date**10/6/03**Signed****Date****Signed****Date****Signed****Date**

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title			*Honours etc	
* Voluntary details		Forename(s) ROBERT GERARD			
		Surname FINCH			
		Previous forename(s)			
		Previous surname(s)			
Address ^{††}		1 SILK STREET			
<input type="checkbox"/>					
Post town		LONDON			
County / Region			Postcode	EC2Y 8HQ	
Country					
Date of birth		Day	Month	Year	Nationality
		20	08	1944	BRITISH
Business occupation		SOLICITOR			
Other directorships		IFSL, FF + P RUSSIAN REAL			
		ESTATE LIMITED			
		I consent to act as director of the company named on page 1			
Consent signature				Date	5.6.03

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

**CONTINUATION SHEET FOR OTHER DIRECTORSHIPS OF MR
MICHAEL BERRY SAVORY:**

Company Name: LORD MAYOR'S SHOW LIMITED

Company Number:

Other directorships (continued):

HSBC INTERNET SHAREDEALING NOMINEE (UK) LIMITED

HSBC CLIENT SHARE OFFER NOMINEE (UK) LIMITED

HSBC STOCKBROKERS NOMINEE (UK) LIMITED

048085



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

4800489

**MEMORANDUM OF ASSOCIATION
OF
LORD MAYOR'S SHOW LIMITED**

1. The name of the Company is "Lord Mayor's Show Limited" (the "Company").
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:
 - 3.1 To carry on all or any of the businesses of setting up, operating, managing, producing, dealing with proprietary rights in, encouraging participation in, advertising and presenting the Lord Mayor of the City of London's annual Show;
 - 3.2 To raise money for charitable donations to the Lord Mayor of the City of London's Annual Charitable Appeal or for such other worthy cause as the Lord Mayor may direct;
 - 3.3 To make grants to any charitable, benevolent or public cause or object which may be for the benefit of the Company or the Lord Mayor's Show;
 - 3.4 To carry on such activities and business and to do all such other things as may be conducive, ancillary or incidental to promoting and developing these Objects;
 - 3.5 To carry on any other trade or business which can, in the opinion of the Directors of the Company, advantageously be carried on by the Company in connection with or as ancillary to the above business or general business of the Company.
4. And the Company shall have the following powers:
 - 4.1 to purchase, take on lease, or in exchange, hire or otherwise acquire property of any kind, real or personal, and any interests or rights in such property;



- 4.2 to purchase or otherwise acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets;
- 4.3 to borrow or raise money in such amounts and manner and upon such terms as the Company shall think fit;
- 4.4 to enter into any contracts with any person or organisation in furtherance of the Objects of the Company;
- 4.5 to invest and deal with the moneys of the Company not immediately required in such manner and upon such terms, as the Directors may think fit and to hold or otherwise deal with and vary any investments made;
- 4.6 to sell, dispose of, let or lease or otherwise , mortgage, or charge or turn to account to account any property of the Company and to 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;
- 4.7 to raise funds and to invite and to receive subscriptions and donations (whether of real or personal property) and devises and bequests for all or any of the Objects;
- 4.8 to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable or public object;
- 4.9 to promote any other company for the purpose of acquiring the whole or any part of the business, property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which (in the opinion of the Directors) may appear likely to assist or benefit the Company; and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;
- 4.10 for the attainment and furtherance of the Objects, to act as agent, principal, broker, or trustee for any person, firm or company, and to undertake and perform any form of contract;
- 4.11 to reward any person, firm or company rendering services to the Company by cash payment or by any other means;
- 4.12 to engage and remunerate full or part-time employees whom the Company may consider it necessary for the purposes of carrying on its work or otherwise in connection with its objects 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 the

employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants; and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;

- 4.13 to effect and keep up insurances against any risk, loss, or liability to which the company may be subject and to pay out of the Company's funds premiums on insurance policies to cover the liability of the Directors which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company;
- 4.14 to draw, make, accept, endorse, discount, execute or issue promissory notes, bills, cheques or other instruments and to operate bank accounts in the name of the Company;
- 4.15 to amalgamate with or support any other companies, institutions, societies or associations or undertakings whose objects may (in the opinion of the Directors of the Company) advantageously be combined with the Objects;
- 4.16 to seek any permission, order, privilege, charter, concession, decree, right or licence from any government department, national, local or other statutory authority or official body in any part of the world where the Company does or may do business for enabling the Company to pursue any of the Objects for the time being or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to comply with the same and to oppose or defend any proceedings or application which may seem directly or indirectly to advance or prejudice the Company's interests as the case may be;
- 4.17 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, and to accept anything of value in return;
- 4.18 to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 4.19 to do all such other lawful things as shall further the attainment of the Objects of the Company or any of them.
- 4.20 to pay out of the Company's funds the costs incurred in forming the Company.

5. The income and property of the Company shall be applied solely towards the promotion of the Objects as set forth in this memorandum. No portion of the income or capital may be paid or transferred, directly or indirectly, to the Members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. This does not prevent payment of:
 - 5.1 reasonable and proper remuneration to any officer or employee of the Company in return for any services provided to the Company;
 - 5.2 a reasonable rate of interest on money lent to the Company not exceeding 2% per annum over the base rate from time to time of Barclays Bank plc on money lent;
 - 5.3 reasonable rent for premises let to the Company;
 - 5.4 out-of-pocket expenses to any officer, employee, Member or Director of the Company; or
 - 5.5 premiums on the indemnity insurance referred to in clause 4.13.
6. The liability of the Members is limited.
7. If the Company is wound up while a person is a Member or within one year after that person ceases to be a Member, every Member of the Company will contribute such amount as may be required not exceeding £2 to the assets of the Company, for payment of the Company's debts and liabilities accrued before the Member ceases to be a Member, and of the costs and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. If, on the winding up or dissolution of the Company, there remains any property of the Company remaining, after all the Company's debts and liabilities have been paid or satisfied, it shall be transferred to The Mansion House Scholarship Scheme or such other charitable purposes as the Directors shall agree..
9. Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association.

We, the subscribers to this memorandum of association wish to be formed into a company pursuant to this memorandum.

Names, Addresses and Signatures of Subscribers

ROBERT GERARD FINCH of

Signed:

MICHAEL BERRY SAVORY of

Signed:

DAVID WILLIAM BREWER of

Signed:

Witness to the above Signatures: Name:

Samantha Howard

Address:

Corporation of London
PO Box 270, Guildhall
London EC2P 2EJ

Occupation:

Trainee Solicitor

Dated: ...12/6/03.....

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION
OF
LORD MAYOR'S SHOW LIMITED**

INTERPRETATION

1. In these Articles:

"the Act"	means the Companies Act 1985 or any statutory re-enactment or modification of it;
"AGM"	means an annual General Meeting of the Company;
"the Board"	means the Board of Directors of the Company, acting collectively;
"clear days"	in relation to any period of notice means that period excluding the day on which the notice is given or is deemed to have been given, and the day for which the notice is given or on which it is to take effect;
"Corporation of London"	means The Mayor and Commonalty and Citizens of the City of London of PO Box 270, Guildhall, London EC2P 2EJ;
"Director"	means a director of the Company acting individually;
"Member"	means a member of the Company;
"Memorandum"	means the Memorandum of Association of the Company;

"Objects"	means the objects of the Company as set out in the Memorandum of Association from time to time;
"General Purposes Committee"	means the General Purposes Committee of Aldermen of the Corporation of London;
"Office"	means the registered office of the Company;
"Secretary"	means any person appointed to perform the duties of the Secretary of the Company;

Expressions which refer to "in writing" shall include references to printing, fax, e-mail and other methods of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles bear the meanings given to them in the Act.

References to the masculine gender only shall include the female gender.

MEMBERS

2. The members of the company shall be the subscribers to the Memorandum and such other members of the General Purposes Committee whose names are entered in the Company's register of members.
3. A Member will cease to be a Member upon:
 - (a) the expiration of one month's notice in writing by such member of his intention to resign, such notice to be provided to the Secretary at the office;
 - (b) death, or if he becomes of unsound mind, or is convicted of any indictable offence for which he is sentenced to a term of imprisonment;
 - (c) removal from membership in accordance with any Rule established from time to time pursuant to Article 49;
 - (d) on ceasing to be a member of the General Purposes Committee.

GENERAL MEETINGS

4. The Company shall hold a general meeting in each year as its AGM, in addition to any other meetings held in that year and shall specify the meeting as such in the notices calling it. The interval between the date of one AGM and the date of the next AGM must

not be more than 15 months. The AGM shall be held at such time and place as the Board shall appoint. All general meetings of the Company other than AGMs shall be called Extraordinary General Meetings.

5. The Board may call general meetings at any time and shall call a general meeting on the requisition of Members of pursuant to the provisions of the Act.

NOTICE OF GENERAL MEETINGS

6. An AGM and a meeting called for the passing of a special resolution shall be called by at least 21 days' clear notice in writing. All other general meetings must be called by at least 14 clear days' notice in writing but a general meeting of the Company may be called by shorter notice if it is so agreed:
 - (a) in the case of an AGM, by all the Members entitled to attend and vote at that meeting; and
 - (b) in the case of any other meeting, by Members holding at least 95% of the total voting rights at that meeting of all the Members.
7. The notice must specify the place, date and time of the meeting, and the general nature of the business to be transacted; and must, in the case of an AGM, specify the meeting as an AGM. The text of all special, extraordinary and elective resolutions to be proposed at the meeting must be set out in the notice.
8. Notice must be given to the Members, to the Directors, and the auditors. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETINGS

9. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. The quorum is three Members present in person or by proxy.
10. If a quorum is not present within half an hour from the time set for the meeting, the meeting shall be automatically adjourned to the same day in the next week at the same time and place or to another later day, time or place decided by the Board provided that the Board shall cause reasonable notice thereof to be given to Members.
11. The Chairman of the Board shall preside as Chairman at every general meeting of the Company. If there is no Chairman of the Board, or if he is not present within fifteen

minutes after the time set for the meeting, or is unwilling to act, those Members present at the meeting shall elect one of their number to be Chairman of the meeting.

12. In the case of an equality of votes on any question the Chairman will have a second or casting vote.
13. The Chairman may adjourn any quorate meeting with the consent of a majority of the Members present in person or by proxy, but no business may be transacted at any adjourned meeting other than the business which has been transacted at the meeting from which the adjournment took place. No notice is required on an adjourned meeting unless the meeting is adjourned for 30 days or more, in which case notice must be given as in the case of the original meeting.
14. At any general meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded before or on the declaration of the result of the show of hands. Subject to the Act, a poll may be demanded:
 - (a) by the Chairman; or
 - (b) by at least two Members of the Company present in person or by proxy.
15. Unless a poll is demanded, a declaration by the Chairman of the meeting that a resolution has been carried or lost on a show of hands, whether unanimously or by a particular majority, and an entry to that effect in the Minute book of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
16. The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chairperson. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll is made.
17. If a poll is demanded it may be taken in such manner as the Chairman directs but the Chairman has no authority in exercising this power to extend the poll to Members of the Company who are not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.

VOTES OF MEMBERS

18. Every Member of the Company shall have one vote.

PROXIES AND REPRESENTATIVES

19. A Member of the Company may appoint a proxy to attend general meetings in his place and to vote on a poll. The proxy form must be in writing in the form set out in Article, or as near to that form as possible, and signed by the Member or by another person under a power of attorney granted by a Member.
20. The proxy form (and the power of attorney, if any, under which it is signed, or a copy of that power certified by a solicitor) may:
 - (a) be deposited at the registered office of the Company, or at another place within the United Kingdom specified for that purpose in the notice convening the meeting, not less than 48 hours before the time set for the meeting or adjourned meeting in question; or
 - (b) in the case of a poll, not less than twenty four hours before the time appointed for the taking of the poll. Failure to do so shall render the proxy form invalid.
21. A vote given or poll demanded by a proxy for a Member, or by the authorised representative or a Member which is an organisation remains valid despite the previous revocation of the authority of proxy or representative unless notice of revocation was received by the Company at its registered office before the start of the meeting or adjourned meeting in question.

NUMBER OF DIRECTORS

22. The number of Directors shall not be less than 2 nor more than 12.

APPOINTMENT AND REMOVAL OF DIRECTORS

23. The initial Directors of the Company shall be the three Aldermen of the Corporation of London in line to succeed to the office of Lord Mayor of the City of London in the three years following the incorporation of the Company and the Remembrancer of the City of London . At each annual general meeting of the Company, the Alderman who has succeeded to the said office shall resign as a director of the Company and the Alderman then becoming in line for the office of Lord Mayor of the City of London shall be appointed as a director. If, at any time, any Director shall cease, for any reason, to be in line for the office of Lord Mayor of the City of London, that Director shall automatically cease to be a Director and the General Purposes Committee shall nominate his replacement.
24. The Board may co-opt as a Director a person who is willing to act as an additional Director. A Director co-opted by the Board under this Article will hold office only until the

next following AGM. If a co-opted Director is not re-appointed at that AGM, he will automatically vacate office at the end of the meeting.

25. A technical defect in the appointment of a Director does not invalidate a decision taken at a Board meeting if the Directors present were not aware of the defect at the time of the meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

26. Subject to Article 23, a Director will cease to be a Director:

- (a) if he resigns his directorship by giving written notice to the Company;
- (b) if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) if he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property or affairs;
- (d) if he is convicted of an indictable offence for which he is sentenced to a term of imprisonment;
- (e) if he becomes prohibited by law from being a Director; or
- (f) upon death;

and, in any such event, the General Purposes Committee shall nominate his replacement.

POWERS AND PROCEEDINGS OF DIRECTORS

27. The Board shall have control over all the affairs and property of the Company, and may exercise all the powers of the Company, subject to the provisions of the Act, the Memorandum of Association, the Articles and by any Rules made pursuant to Article 49.
28. A Director may call a Board meeting at any time and the Secretary shall call a Board meeting if a Director so requests. The Board may convene and regulate its meetings as it deems fit. In each case a meeting of the Board shall require not less than 7 days' notice to be given to Directors, save where the circumstances require a meeting to be called on shorter notice.
29. The quorum for all meetings of the Board will be two directors.
30. The Chairman shall be appointed by the Board and shall preside at every Board meeting. If at any Board meeting the Chairman is not present within fifteen minutes after

the time set for the start of the meeting, any other director present will preside at the meeting. Subject to Article 33, in the case of an equality of votes on any question the Chairman will have a second or casting vote.

31. The Board may delegate any of its powers to any committee of the Board or to any officer of the Company and may co-opt any person who is not a Director as a member of any such committee. The Board may remove any co-opted Director appointed pursuant to this Article.
32. Meetings of the Board will be held at such times and at such places as may be determined by the Board.
33. At every meeting of the Board each Director in attendance shall have one vote. Resolutions of the Board may be passed by a majority vote. Save as otherwise provided by the Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. For the purposes of this regulation, an interest of a person who is, for any purpose of the Act connected with a Director shall be treated as an interest of the Director without prejudice to any interest which the Director has otherwise.
34. Any Director or his alternate may validly participate in a meeting of the Directors or a committee of Directors through conference telephone, electronic mail or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to, or otherwise communicate with each other and such person throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall be counted in the quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the Directors or a committee of the Directors shall for the purposes of these Articles be deemed to be validly and effectively transacted at a meeting of the Directors or a committee of the Directors notwithstanding that fewer than two of the Directors or alternate Directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of these participating is assembled or, if there is no such group, where the Chairman of the meeting then is.
35. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.

36. All acts done by a meeting of Directors shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

ALTERNATE DIRECTORS

37. Any Director (other than an alternate Director) may, by notice in writing delivered to the Secretary at the registered office of the Company, or in any other manner approved by the Board, appoint any other Director or any other person approved for that purpose by the Board and willing to act, to be his alternate and may remove from office an alternate Director so appointed by him.
38. An alternate Director shall be entitled to receive notice of all meetings of the Board and all committees of the Board of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor. A Director acting as the alternate of any other be counted in his capacity as an alternate Director for the purpose of determining whether a quorum is present.
39. An alternate Director shall cease to be an alternate Director:
- (a) if his appointor revokes his appointment by notice in writing; or
 - (b) if his appointor ceases for any reason to be a Director; or
 - (c) if any event happens in relation to him which, if he were a Director otherwise appointed, would cause him to vacate office or as otherwise provided in Article 26.

BENEFITS TO DIRECTORS

40. The Directors shall not be entitled to receive any benefits or remuneration other than expenses.

SECRETARY

41. The Company shall have a Secretary who will be appointed by the Board on whatever terms the Board thinks fit. If there is no Secretary capable of acting, anything required or authorised to be done by or to the Secretary may be done by any Director authorised generally, or specifically for that purposes, by the Board.

SEAL

42. The Company is not required to have a common seal. If the Company has a common seal, it may only be used by the authority of the Board. Every document bearing an impression of the common seal must be signed by a Director, and countersigned by the Secretary or by a second Director.

NOTICES, MEETINGS AND RESOLUTIONS

43. Any notice to be given to or by any person pursuant to these Articles shall be in writing. The Company may give notice to a Member, Director or committee member either personally, or by post in a prepaid envelope addressed to the member at the address shown in the Company's Register of Members, or by leaving it at that address. Where the Member has given to the Company a fax number or e-mail address to which notices may be sent electronically, the Company may give a valid notice by means of fax or e-mail.
44. A Member, Director or committee member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
45. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or e-mail address. A notice shall be deemed to be given at the expiration of 48 hours after it was given personally to the Member, posted or (as the case may be) transmitted by fax or e-mail.
46. Subject to the provisions of the Act (and in particular in the case of a resolution of the Members of the Company, to any requirement to submit the proposed resolution to the auditors), a resolution in writing signed by all the Members entitled to attend and vote at a meeting is as valid and effective as if it had been passed at a meeting properly convened and held. Any resolution in writing may consist of two or more documents in similar form, each signed by one or more Members. Digital signatures and faxed signatures will suffice for the purpose of this Article.
47. A Member entitled to attend and vote at a meeting may participate by means of a telephone conference or other facility enabling all people participating in the meeting to hear each other; and participation in a meeting in this manner is taken to be presence at the meeting.

48. The Secretary shall ensure that minutes of proceedings at all meetings are taken, and the minutes must be authenticated and kept in accordance with the requirements of the Act.

RULES

49. The Directors may establish Rules for any purposes required from time to time for the effective operation of the Company or the furtherance of the Objects provided that if there is a conflict between the terms of these Articles or the Memorandum of Association of the Company and any Rules established under this Article, the terms of the Memorandum and Articles will prevail.

INDEMNITY

50. Subject to the Act, but without affecting any indemnity to which he may otherwise be entitled, every Director and every officer of the Company, shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and in which he is acquitted or judgement is given in his favour, or in connection with any application in which relief is granted to him by the Court.
51. Subject to the Act, the Company may purchase and maintain for any Director or for any officer of the Company, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company, and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Company under Article 50.

FORMS

52. The proxy form referred in Article 19 is as follows:

Lord Mayor's Show Limited

I, *[name]*

of *[address]*

being a member of the above Company, appoint *[name of proxy]*

of *[address of proxy]*

or failing him/her *[name of alternative proxy]*

of *[address of alternative proxy]*

as my proxy to vote for me on my behalf at the Annual/Extraordinary* General Meeting of the Company to be held on *[date]* and at any adjournment, and to join in any demand for a poll in accordance with the Articles.

Signed:.....

Date:.....

This form is to be used * in favour of/against the resolution.

Unless otherwise instructed, the proxy will vote as he/she thinks fit.

*Strike out whichever you do not want.

Signed by **ROBERT GERARD FINCH** of

.....

Signed by **MICHAEL BERRY SAVORY** of

.....

Signed by **DAVID WILLIAM BREWER** of

.....

Witness to the above signatures: Name: Samantha Howard

Address: Corporation of London,
PO Box 270, Guildhall
London EC2P 2EJ

Occupation: Trainee Solicitor

Dated: ...12/6/03.....