

Company number: 04800489
PRIVATE COMPANY LIMITED BY GUARANTEE
SPECIAL WRITTEN RESOLUTION
of
LORD MAYOR'S SHOW LIMITED (Company)

26 August 2016

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company have proposed that the following resolution is passed as a special resolution (**Resolution**).

SPECIAL RESOLUTION

Consent to Adopt New Articles of Association

THAT the draft Articles of Association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

AGREEMENT

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

The undersigned, a person entitled to vote on the Resolution on 26 August 2016, hereby irrevocably agrees to the Resolution

Signed by

Signature

Robert Bonman

Full Name

23/8/16

Date

C.E.B. BONMAN

TUESDAY



A17 *A5GWXMAP* 04/10/2016 #341
COMPANIES HOUSE

NOTES

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 - **By Hand** delivering the signed copy to – Lorraine Brook, Town Clerk's Department, City of London, Guildhall, London EC2P 2EJ, OR Anne Pietsch, Comptroller & City Solicitor's Department, City of London, Guildhall, London EC2P 2EJ
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Signature

... *J. M. Mounkwan* ...

Full Name

... *Lord Mounkwan* ...

Date

... *2nd September, 2016* ...



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Signed by

Signature

William Rusden

Full Name

ADAMANT WILLIAM RUSDEN

Date

2nd SEPTEMBER 2016

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Signed by

Signature

Andrew Parley

Full Name

ANDREW PARLEY

Date

06 - 09 - 2016

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Signed by

Signature

Paul Judge

Full Name

ALDERMAN SIR PAUL JUDGE

Date

6 Sep 2016.

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Signed by

Signature



Full Name

PETER KENNETH ESTLIN

Date

9/9/16

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Signed by

Signature



Full Name

PAUL ROBERT EDGAR DUNN

Date

9th September 2016

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THE COMPANIES ACT 2006
Private Company Limited by Guarantee

ARTICLES OF ASSOCIATION
of
LORD MAYOR'S SHOW LIMITED
Company Number: 04800489

(adopted by Special Resolution passed on the 9 September 2016)

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
LORD MAYOR'S SHOW LIMITED ("the Company")
Company Number: 04800489

1. INTERPRETATION

- 1.1 The name of the Company is "Lord Mayor's Show Limited" ("the Company")
- 1.2 In these Articles, unless the context otherwise requires

Act: means the Companies Act 2006,

address: includes any number or address used for the purposes of sending or receiving documents or information by electronic means,

Articles: means these Articles of Association for the time being in force and "Article" is a reference to the relevant Article of these Articles unless expressly provided otherwise,

Board: means the board of Directors for the time being of the Company or the Directors present or deemed to be present at a duly convened quorate meeting of the Directors,

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

City of London: The Mayor and Commonalty and Citizens of the City of London PO Box 270, Guildhall, London EC2P 2EJ,

City Remembrancer: means the person for the time being holding the office of The Remembrancer of the City of London

clear days: in relation to a period of notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect,

Companies Acts: means every statute (including any orders, regulations or other subordinate legislation made under it) from time to time in force concerning companies in so far as it applies to the Company,

Conflict: means a situation in which a Director has or can have a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company,

Director: means a Director for the time being of the Company,

electronic form: has the meaning given to it in section 1168 of the Act,

electronic means: has the meaning given to it in section 1168 of the Act,

Eligible Director: means a Director who would be entitled to vote on the matter at a meeting of Directors (but excludes any Director whose vote is not to be counted in respect of the particular matter as a Conflict has not been authorised pursuant to Article 11),

General Purposes Committee. the General Purposes Committee of the Court of Aldermen of the City of London,

Member: means a member of the Company,

Model Articles: means the model Articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) in force at the date of adoption of these Articles,

ordinary resolution: has the meaning given in section 282 of the Companies Act 2006,

Registered Office: the registered office from time to time of the Company which will be situate in England,

Secretary: any person appointed to perform the duties of the Secretary of the Company,

special resolution: has the meaning given in section 283 of the Companies Act 2006

written resolution: has the meaning given in section 288 of the Companies Act 2006

1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles

1 4 Words in the singular shall include the plural and vice versa

1 5 A reference to one gender shall include a reference to the other gender

- 1 6 A **person** includes a corporate and an unincorporated body (whether or not having separate legal personality)
- 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 A reference to a document **being signed** or to **signature** includes references to its being executed under hand or under seal or by any other method and, in the case of a communication in electronic form, such references are to its being authenticated as specified by the Companies Acts
- 1 9 A reference to **writing** or **written** includes references to any method of representing or reproducing words, symbols or other information in a legible and non-transitory form whether sent or supplied in electronic form or otherwise
- 1 10 Any words or expressions defined in the Companies Acts in force when these Articles are adopted shall (if not inconsistent with the subject or context in which they appear) have the same meaning in these Articles
- 1 11 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
- (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 12 No regulations or Articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute concerning companies shall apply as the Articles of the Company (such as the Model Articles contained in the regulations in the Companies (Model Articles) Regulations 2008 (SI 2008/3229))

2. OBJECTS

- 2 1 The Objects for which the Company is established are to
- (a) Carry on all or any of the business 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 ("**the Show**"),
 - (b) To raise money for charitable donations to the Lord Mayor of the City of London's annual Charitable Appeal or for such other worthy causes,

- (c) To make grants to any charitable, benevolent or public cause or object which may be for the benefit of the Company or the Show,
- (d) 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,
- (e) To carry on any other trade or business which can, in the opinion of the Directors, advantageously be carried on by the Company in connection with or as ancillary to the above business or general business of the Company

3. POWERS

3.1 In pursuance of the Objects set out in Article 2, the Company has the power to

- (a) buy, lease, exchange, hire or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company,
- (b) borrow and raise money in such manner as the Directors shall think fit (including to invite and receive subscriptions, donations, devises and bequests), and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets,
- (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit,
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world,
- (e) 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,
- (f) 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,

- (g) incorporate subsidiary companies to carry on any trade
- (h) lend and advance money or give credit on such terms as may seem expedient and with or without security to customer 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 secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary,
- (i) provide and assist in the provision of money, materials or other help,
- (j) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Directors, affect or advance the Objects in any way,
- (k) 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,
- (l) enter into contracts to provide services to or on behalf of other bodies and to act as agent, principal, broker, or trustee for any person, firm or company, and to undertake and perform any form of contract,
- (m) to reward any person, firm or company rendering services to the Company by cash payment or by any other means,
- (n) 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,

- (o) 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,
- (p) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- (q) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same, and
- (r) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Objects

4. NOT FOR DISTRIBUTION

4 1 The income and property of the Company shall be applied solely in promoting the Objects as set out in Article 2

4 2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of

- (a) premiums on any indemnity insurance referred to in Article 14 or
- (b) reasonable out-of-pocket expenses properly incurred by any officer, employee, Member or Director

5. WINDING UP

5 1 On the winding-up or dissolution of the Company, any assets or property that remain available to be distributed or paid to the Members shall not be paid or distributed to such Members but shall be transferred to the Mansion House Scholarship Scheme or another body (charitable or otherwise)

- (a) with objects similar to those of the Company, and
- (b) which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the Directors at the time of winding-up or dissolution

6. GUARANTEE

6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves

7. MEMBERSHIP

7.1 The subscribers to the Company's Memorandum of Association are the first members of the Company

7.2 The Members shall be the Directors of the Company for the time being appointed in accordance with these Articles, who have agreed to be a member of the Company and whose names are entered into the Company's register of members

7.3 Membership is not transferable

7.4 Any Director admitted as a Member who ceases to hold the office of Director shall also cease to be a Member

8. DECISION MAKING BY MEMBERS

Calling General Meetings

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

8.2 A general meeting called on the requisition of Members must be called within twenty-one (21) days of a written request being received by the Company from at least 5% of the Membership, and any meeting must be held not more than twenty-eight (28) days after the date of the notice convening the meeting

8.3 A general meeting called for the passing of a special resolution shall be called by at least twenty-one (21) days' clear notice in writing. All other general meetings must be called by at least fourteen (14) clear days' notice in writing, but a general meeting of the Company may be called by shorter notice if it is so agreed by Members holding at least 90% of the total voting rights of all the Members

8 4 The notice must specify the place, date and time of the meeting, and the general nature of the business to be transacted

8 5 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 a General Meetings

8 6 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Company before the commencement of the meeting)

8 7 No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business The quorum is three (3) Members present in person or by proxy

8 8 If

(a) a quorum is not present within half an hour from the time set for the meeting, or

(b) during a meeting a quorum ceases to be present,

the meeting shall be automatically adjourned to the same day in the next week at the same time and place, or to another day, time or place decided by the Board, provided that the Board shall provide reasonable notice thereof to be given to Members

8 9 The chairman at a general meeting is elected by the Members present in person

8 10 Except where otherwise provided by the Articles or the Act, every issue is decided by ordinary resolution

8 11 The Members present in person or by proxy at a meeting may resolve that the meeting be adjourned

8 12 The person who is chairing the meeting may, with the consent of a meeting at which a quorum is present in person or by proxy (and if so directed by the meeting), adjourn the meeting

8 13 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution to adjourn the meeting

8 14 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place

- 8 15 If the continuation of an adjourned meeting is to take place more than fourteen (14) days after it was adjourned, the Company must give at least seven (7) clear days' notice of the reconvened meeting stating the date, time and place of the meeting
- 8 16 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution

Votes of Members at a General Meeting

- 8 17 Every Member of the Company shall have one vote
- 8 18 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
- 8 19 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded
- 8 20 The result of the vote must be recorded in the minutes of the Company and shall be conclusive evidence of the fact without proof of the number or proportion of votes cast which need not be recorded
- 8 21 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman. If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand for a poll was made
- 8 22 If a poll is demanded it must be taken immediately and in such manner as the chairman directs. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded

Proxies

- 8 23 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 15, 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
- 8 24 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) must be delivered to the Company's registered office not less than forty eight (48) hours before the time set for the meeting or adjourned meeting in question
- 8 25 A proxy may be revoked by notice in writing to the Company's registered office by or on behalf of the person by whom or on whose behalf the proxy notice was given

A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

Written Resolutions

- 8 26 Except where otherwise provided by the Articles or the Act, a written resolution (whether an ordinary or special resolution) is as valid as an equivalent resolution passed at a general meeting
- 8 27 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that
- (a) a copy of the proposed resolution has been sent to every eligible Member,
 - (b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution, and
 - (c) it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date
- 8 28 A written resolution may comprise several copies to which one or more Members have signified their agreement

9. DIRECTORS

- 9 1 The Directors shall be
- (a) The Lord Mayor of the City of London,
 - (b) such members of the Court of Aldermen of the City of London who are in line to succeed to the office of Lord Mayor of the City of London and who are nominated as Directors of the Company by the General Purposes Committee of the said Court of Aldermen, and
 - (c) the City Remembrancer
- 9 2 The number of Directors shall be not less than two (2) and not more than twelve (12)
- 9 3 The Directors may co-opt and appoint as a Director up to one (1) person who is willing to act as an additional Director subject to the consent of the General Purposes Committee to that appointment. Any Director appointed under this Article 9 3 shall be appointed for a maximum term of three (3) years. Upon conclusion of the agreed term the appointment will automatically cease and the individual will be eligible for reappointment. The appointment may also be terminated in accordance with Article 9 4

9 4 A Director's term of office as such automatically terminates if he/she

- (a) completes a term of office as Lord Mayor of the City of London or ceases, for any reason, to hold the said office, or
- (b) ceases, for any reason, to be in line for the office of Lord Mayor of the City of London,
- (c) in the case of The City Remembrancer, ceases, for any reason, to hold that office, or
- (d) is incapable, whether mentally or physically, of managing his own affairs, or
- (e) is absent without permission from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign, or
- (f) resigns by written notice to the Directors (but only if at least two Directors will remain in office), or
- (g) is prohibited by law from being a Director,
- (h) upon death,
- (i) is removed by the Members at a general meeting,

and in any such event the General Purposes Committee shall nominate his/her replacement

9 5 A technical defect in the appointment of a Director of which the Directors are unaware at the time, does not invalidate decisions taken at a meeting or by written resolution

10. POWERS AND PROCEEDINGS OF DIRECTORS

Directors' Powers and Responsibilities

10 1 Except where otherwise provided by the Articles or the Act, the Directors are responsible for the management of the Company's business for which purpose they may exercise all the powers of the Company

10 2 The Directors have the following powers in the administration of the Company

- (a) to appoint and remove any person as Secretary in accordance with the Act,
- (b) to appoint a Chairman, a Treasurer and other honorary officers from among their number,

- (c) to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors,
 - (d) make standing orders consistent with the Articles and the Act to govern proceedings at general meetings,
 - (e) make Rules consistent with the Articles and the Act to govern their proceedings and proceedings of committees,
 - (f) establish procedures to assist the resolution of disputes or differences within the Company,
 - (g) exercise any powers which are not reserved to the Members
- 10.3 Directors shall not be entitled to receive any benefits or remuneration other than
- (a) reasonable expenses,
 - (b) the benefit of indemnification and insurance pursuant to Article 14, or
 - (c) any other benefit or remuneration specifically authorised pursuant to Article 11

Proceedings of Directors

- 10.4 Subject to the provisions of these Articles and the Act, the Directors may regulate their proceedings as they think fit
- 10.5 The Directors must hold at least two (2) meetings each year
- 10.6 Meetings of the Directors will be held at such times and at such places as may be determined by the Board
- 10.7 Any Director may call a Directors' meeting by giving not less than seven (7) clear days' notice save where the circumstances require a meeting to be called on shorter notice and all Directors agree
- 10.8 Notice of a Directors' meeting shall be given to each Director in writing
- 10.9 A meeting of the Directors may be held in person or by suitable electronic means agreed by the Directors, but at least one meeting in each year must be held in person
- 10.10 Any Director may validly participate in a meeting of the Directors, or a committee of the Directors, through conference telephone, electronic mail or other electronic means provided that all persons participating in the meeting are able to hear and speak to, or otherwise communicate with, each other throughout the meeting. In determining

whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other. If all the Directors participating in a meeting are not in the same place, such meeting shall be deemed to take place where the largest group of the Directors participating is assembled or, if there is no such group, where the Chairman of the meeting then is.

- 10 11 The Directors shall appoint a Director to preside over their meetings who shall be referred to as the Chairman. Where the Chairman is unable or unwilling to preside over the meeting some other Director chosen by the Directors present at that meeting shall preside.
- 10 12 Any issue may be determined by a simple majority of the votes cast at a meeting by Eligible Directors, and a decision in writing agreed by a simple majority of Eligible Directors is as valid as a resolution passed at a meeting. A written resolution of Directors may be contained in more than one document.
- 10 13 Each Director shall have one vote on each issue but in the case of an equality of votes the Chairman presiding at the meeting has a second or casting vote.
- 10 14 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting or by written resolution.

Quorum for Directors' Meetings

- 10 15 Subject to Article 11 1, the quorum for the transaction of business at a meeting of Directors is any two (2) Eligible Directors.
- 10 16 For the purposes of any meeting (or part of a meeting) held pursuant to Article 11 to authorise a Conflict, if there is only one (1) Eligible Director in office other than the Interested Director(s) (defined in Article 11 2), the quorum for such meeting (or part of a meeting) shall be one (1) Eligible Director.
- 10 17 If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision
 - (a) to appoint further Directors, or
 - (b) to call a general meeting so as to enable the Members to appoint further Directors.

11. DIRECTORS' CONFLICTS OF INTEREST

- 11 1 The Directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any Director.

- 11.2 Where any conflict is proposed by any Director being a matter which would, if not authorised, involve any Director breaching his duty under section 175 of the Act to avoid conflicts of interest, that Director is an **“Interested Director”**
- 11.3 Any Interested Director in relation to any matter must
- (a) declare the nature and extent of his or her interest before discussion begins on the matter,
 - (b) withdraw from the meeting for that item after providing any information requested by the Directors,
 - (c) not be counted in the quorum for that part of the meeting, and
 - (d) be absent during the vote and have no vote on the matter
- 11.4 Article 11.3 does not apply where the matter to be discussed is in respect of business relating to the City of London and a Director has a duty of loyalty to the City of London by virtue of holding the office of Lord Mayor or City Remembrancer or by virtue of the General Purposes Committee nominating them or giving consent to their appointment as Director
- 11.5 Any authorisation of a Conflict under this Article 11 shall be effective only if
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration 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,
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
 - (c) the matter was agreed to without the Interested Director voting, or would have been agreed to if the Interested Director's vote had not been counted
- 11.6 Any authorisation of a Conflict under this Article 11 may, (whether at the time of giving the authorisation or subsequently)
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict,

- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict,
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit,
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters
- 11 7 Where the Directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict
- 11 8 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation
- 11 9 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 in Article 11 4 or by the Directors in accordance with these Articles or 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
- 11 10 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, and any Conflict is or has been authorised, an Interested Director
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

- (b) shall be an Eligible Director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
- (c) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

12. RECORDS OF DECISIONS TO BE KEPT

12.1 The Directors must comply with the requirements of the Act as to the keeping of records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies as required by law including

- (1) annual returns,
- (2) annual reports, and
- (3) annual statements of account

12.2 The Directors must also keep records of

- (1) all proceedings at meetings of the Directors,
- (2) all resolutions in writing,
- (3) all reports of committees, and
- (4) all professional advice obtained

- 12 3 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye

13. MEANS OF COMMUNICATION TO BE USED

- 13 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, forty eight (48) hours after it was posted,
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one (1) hour after the document or information was sent or supplied

For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day

- 13 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

14. INDEMNITY AND INSURANCE

- 14 1 Subject to Article 14 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled, each relevant officer shall be indemnified out of the Company's assets against

- (a) all 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, including 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 affairs, and
- (b) 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)(a) 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 to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly
- 14 3 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
- 14 4 In this Article
- (a) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, and
 - (b) a "**relevant officer**" means any Director or other officer or former Director or other officer of the Company,, but excluding in each case any person engaged by the Company as auditor (whether or not he is also a Director or other officer), to the extent that he acts in his capacity as auditor)

15. FORMS

- 15 1 The proxy form referred in Article 8 23 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 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
(*Strike out whichever you don't want)

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