

Print of members' written resolution for filing at Companies House

Company number 5026871 (England and Wales)

**RESOLUTIONS
OF
THE CRAWLEY & HORSHAM HUNT LIMITED**


On the 7th day of August 2014, the following resolutions were duly passed as written resolutions in accordance with the requirements of sections 288 to 300 of the Companies Act 2006 by the requisite majority of the members of the Company.

As a special resolution in accordance with section 283 of the Companies Act 2006

- 1 THAT, subject to the passing of resolution 2 below, the existing memorandum of association of the Company ("Memorandum") be amended generally by the deletion of clauses 3 and 4 therefrom, by the re-numbering of clauses 5 to 8 thereof as clauses 3 to 6 of the amended Memorandum with the insertion therein of revised paragraph 3 5 and new paragraph 3 6 and by certain consequential amendments thereto to ensure consistency with the new articles of association of the Company, a draft of the proposed amended Memorandum being annexed to this Special Resolution as Annex A

As a special resolution in accordance with section 283 of the Companies Act 2006

- 2 THAT, subject to the passing of resolution 1 above, the existing articles of association of the Company be and are hereby amended by the adoption of the new articles of association of the Company, a draft of which is annexed to this Special Resolution as Annex B.



Director



THE COMPANIES ACT 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE CRAWLEY & HORSHAM HUNT LIMITED

(Amended by Special Resolution by means of a Written Resolution
of Members effective July, 2014)

EXCLUSION OF MODEL REGULATIONS

- 1 No model articles or regulations set out in any statute or subordinate legislation concerning companies including, without limitation, the regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 and the model regulations contained in the Schedule to the Companies (Model Articles) Regulations 2008, shall apply as articles or regulations of the Company

INTERPRETATION

2. In these Articles:

"Act" means the Companies Act 2006 or any statutory re-enactment or modification of it,

"Accounts" means the Company's annual accounts together with a copy of the Directors' report on the annual accounts,

"Accounting Year" means the period which runs from 1 May to 30 April;

"Articles" means these Articles of Association;

"Board" means the board of Directors from time to time of the Company acting collectively,

"Chairman" means the Chairman of the Board,

"clear days" in relation to a period of notice shall mean that period commencing on (but excluding) the day upon which the notice is served, or deemed served, and ending on (but excluding) the day for which it is given, or on which it is to take effect,

"Company" means The Crawley & Horsham Hunt Limited,

"Committee Member" means a member of any committee established by the Board pursuant to Article 59(a),

"Country" means the geographical area over which the Company, its servants, officers and invitees are permitted to hunt and which is registered for this purpose with the Masters of Foxhounds Association or any successor body;

"Director" means a director for the time being of the Company acting individually;

"Farmer" means an individual who (or through an entity which he owns or controls) farms not less than 150 acres over which in the relevant Hunting Year the Company, its servants, officers and invitees are permitted to hunt,

"Full Hunt Subscriber" means an individual who by not later than 1st September pays the appropriate hunt subscription (as determined from time to time by the Board) for the relevant Hunting Year or undertakes to pay his subscription by means of a standing order or direct debit instruction (the undertaking and instruction in a form as determined from time to time by the Board),

"General Meeting" means a General Meeting of the Company,

"Hunt Subscriber" means a Full Hunt Subscriber and/or an Ordinary Hunt Subscriber, as the case may be,

"Hunting Year" means the period which runs from 1 May in one calendar year to 30 April in the next calendar year,

"Landowner" means an individual who (or through an entity which he owns or controls) owns not less than 150 acres over which for the relevant Hunting Year the Company, its servants, officers and invitees are permitted to hunt,

"Master" means the person or persons appointed by the Board to be a Joint Master or Acting Joint Master for the Hunting Year and who is or becomes a member of the Masters of Foxhounds Association or any successor body,

"Member" means a Member of the Company as described in Article 6,

"Memorandum" means those provisions of the Company's Memorandum of Association which have been incorporated into these Articles of Association due to the operation of Section 28 of the Companies Act 2006 and which also now appear in Articles 4 and 54, and

"Ordinary Hunt Subscriber" means an individual not being a Full Hunt Subscriber who pays the appropriate hunt subscription (as determined from time to time by the Board) for the relevant Hunting Year

CONSTRUCTION

3. In these Articles unless the context otherwise requires
- (a) expressions referring to writing include references to printing, fax, e-mails and other methods of representing or reproducing words in a visible form,
 - (b) unless the context otherwise requires, words or expressions contained in these Articles bear the meanings given to them in the Act,
 - (c) references in these Articles to "he" or "him" include male and female individuals and corporations,
 - (d) words in the singular include the plural and vice versa,
 - (e) words imparting any gender include all genders,
 - (f) a reference to a person includes a reference to a body corporate and to an unincorporated body of persons; and
 - (g) a reference to any statute or provision of a statute includes a reference to any statutory modification or re-enactment of it for the time being in force

LIABILITY OF MEMBERS

- 4 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 will contribute such amount as may be required not exceeding £1 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 for the costs and expenses of winding up. This clause applies on the winding up or dissolution of the Company. If there is

any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied ("the surplus") it must be paid or transferred to one or more companies, organisations or institutions that exist for purposes similar to those of the Company, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are at least as restrictive as those in these Articles. The companies, organisations or institutions will be nominated by the Directors and approved by the Members at or before the winding up or dissolution. If the Directors are unable to identify any similar companies, organisations or institutions then there must be a ballot of the Members in accordance with the Articles to determine how the surplus is disposed of. In the ballot a majority decision of the Members is to be 80% of those Members present and voting at the ballot.

ADMISSION OF MEMBERS

- 5 The Company must keep a Register of Members as required by the Act which shall be up-dated not later than 1st September in each Hunting Year

The Members are

- 5.1 the Directors, and
- 5.2 such other persons from time to time who are invited by the Board and do accept the Board's invitation to become a Member

MEMBERS OF THE COMPANY

- 6 To be eligible to be invited by the Board to become a Member a person must fall into one of the following categories, he must be:

- 6.1 a Committee Member,
- 6.2 a Master or a former Master,
- 6.3 a Farmer or Landowner,
- 6.4 a Full Hunt Subscriber; or
- 6.5 any other category of person from time to time nominated by the Board to be a Member for the relevant Hunting Year

HUNT SUBSCRIBERS

- 7 An individual who is not eligible to be a Master may apply to become a Hunt Subscriber, on the following terms
 - 7.1 A Full Hunt Subscriber (who accepts an invitation from the Board to become a Member) shall be entered in the Company's Register of Members, shall be entitled to attend, speak and vote at General Meetings and shall be eligible to sign any written resolution of the Members submitted by the Board for signature.
 - 7.2 An Ordinary Hunt Subscriber shall not be entered in the Company's Register of Members, shall be entitled to attend and speak but not to vote at General Meetings and shall not be eligible to sign any such written resolution.
8. Any Hunt Subscriber who continues to pay the relevant annual hunt subscription shall be eligible to remain a Full Hunt Subscriber or an Ordinary Hunt Subscriber, as the case may be, for the succeeding Hunting Year(s).

APPLICATION TO BE A HUNT SUBSCRIBER

- 9 Every application to become a Hunt Subscriber must be approved by the Board (or any committee of the Board established for the purposes of considering applications for admission) at the next meeting of the Board (or such committee) after the receipt of any application to become a Hunt Subscriber. The application must be considered by the Board (or such committee) who must decide whether to admit or reject the applicant. The Board (or such committee) are not required to give reasons for their decision.

HUNT SUBSCRIPTIONS

- 10 A Hunt Subscriber must pay an annual hunt subscription to the Company
11. The annual hunt subscription shall be such sum as is from time to time determined by the Board to be applicable in each case
12. The Board shall have discretion to determine lower rates for annual hunt subscription for those Members satisfying certain criteria (e.g. Farmers or Landowners).
- 13 Hunt subscriptions are payable in advance (whether by cheque, standing order or direct debit instruction) and except for new Hunt Subscribers are due on 1 May in every calendar year

RETIREMENT OF MEMBERS

14. A member will cease to be a Member:

- 14.1 if he resigns by giving notice to the Company,
- 14.2. on ceasing to be (as the case may be) a Director or Committee Member for whatever reason,
- 14.3 if an individual, upon death, or if he becomes of unsound mind, or he is convicted of any indictable offence for which he is sentenced to a term of imprisonment,
- 14.4 on ceasing to qualify as a Farmer or Landowner by 1st September for the relevant Hunting Year; or
- 14.5 on ceasing to qualify as a Full Hunt Subscriber by 1st September for the relevant Hunting Year

15 Membership of the Company is not transferable.

REGISTER OF MEMBERS

16. The Company must keep a Register of Members and keep it available for inspection as required by the Act

GENERAL MEETINGS

- 17. The Company must hold an Annual General Meeting ("AGM") within nine months of the end of the Accounting Year in addition to any other meetings held in that year. The Board will choose the time and place of the AGM. Any General Meeting of the Company other than an AGM is called an Extraordinary General Meeting ("EGM").
- 18 The Board may call an EGM at any time, and must call an EGM if it receives a requisition by the Members of the Company in accordance with the Act
- 19 Subject to the provisions of the Act, an AGM shall be called by not less than 21 clear days' notice in writing and an EGM may be called by not less than 14 clear days' notice in writing
- 20 No business other than that specified in the notice of the meeting will be transacted at an EGM

NOTICES, MEETINGS AND RESOLUTIONS

21. The following Articles 22 to 28 apply to meetings and resolutions of, and notices given to, the Board, committees of the Board, and the Company in General Meeting; and "member" means for the relevant Hunting Year any Member and, as the context may require, any Ordinary Hunt Subscriber
22. Any notice to be sent to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board) shall be in writing. Any notice may be sent using electronic forms to such address (if any) for the time being notified for that purpose to the person sending the notice by or on behalf of the person to whom the notice is sent. The Board may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic forms for sending of notices, other documents and proxy appointments by the Company to members and by members to the Company. Unless otherwise provided by these Articles, a member shall send any document or information pursuant to these Articles to the Company in such form and by such means as he may in his absolute discretion determine provided that a) the determined form and means are permitted by the Act for the purpose of sending or supplying a document or information of that type to a company pursuant to the Act, and b) unless the Board otherwise permits, any applicable condition or limitation specified by the Act, including without limitation as to the address to which the document or information may be sent, is satisfied. Unless otherwise provided by these Articles or required by the Board, such document or information shall be authenticated in the manner specified by the Act for authentication of a document or information sent in the relevant form
23. A notice in respect of an AGM or an EGM must specify the place, date and time of the meeting, and the general nature of all items 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 and ordinary resolutions to be proposed at the meeting must be set out in the notice. Subject to Article 33, no motions may be proposed from the floor.
24. Notice must be given to the members, but if anyone entitled to receive notice does not receive it, this does not invalidate the proceedings at the meeting if the failure to notify was accidental
25. The Company may give notice to a member by sending it by post in a pre-paid envelope or postcard addressed to the member at the address shown in the Company's Register of Members or by leaving it at that address, or in the case of an Ordinary Hunt Subscriber, to the member at the address shown in the Company's books and records
26. A member present in person at any meeting is taken to have received notice of the meeting and, where necessary, of the purposes for which it was called

- 27 Proof that an envelope containing a notice or other document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or document was sent. Proof that a notice or other document contained in an electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators current at the date of adoption of these Articles, or, if the Board so resolves, any subsequent guidance so issued, shall be conclusive evidence that the notice or document was sent. A notice or document sent by the Company to a member by post shall be deemed to have been received if sent by first class post on the day following that on which the envelope containing it was posted or in any other case on the second day following that on which the envelope containing it was posted. A notice or other document sent by the Company to a member contained in an electronic form shall be deemed sent to the member the day following that on which the electronic form was sent to the member. Such notice or other document shall be deemed sent by the Company to the member on that day notwithstanding that the Company becomes aware that the member has failed to receive the relevant notice or other document for any reason and notwithstanding that the Company subsequently sends a notice or other document by post to the member. Where these Articles require a notice or document to be signed or authenticated by a member or other person then any notice or other document sent or supplied in electronic form is sufficiently authenticated in any manner authorised by the Act or in such other manner as may be approved by the Board. The Board may designate mechanisms for validating any such notice or other document, and any such notice or document not so validated by use of such mechanisms shall be deemed not to have been received by the Company.
28. Subject to the provisions of the Act, a resolution in writing signed by the relevant number of Members eligible to attend, vote and pass the resolution at any General Meeting shall be as valid and effective as if the resolution had been passed at that General Meeting properly convened and held. Any resolution in writing may consist of one or more documents in similar form each signed by one or more Members. Digital signatures and faxed signatures will suffice for the purposes of this Article.

PROCEEDINGS AT GENERAL MEETING

- 29 A General Meeting is not valid unless a quorum of Members is present throughout the meeting, the quorum is five (5) Members present in person.
- 30 If a quorum is not present within 30 minutes after the time set for the meeting, the meeting is automatically adjourned to the same day in the next week, at the same time and place, or to another day, time and place decided by the Board.

31. The Chairman of the Board will preside as Chairman of every General Meeting. If there is no Chairman of the Board, or if he is not present within fifteen (15) minutes after the time appointed set for the meeting, or is unwilling to act, those Directors present at the meeting must elect one of themselves to be Chairman of the meeting
32. If at any General Meeting no Director is willing to act as Chairman, or if no Director is present within fifteen (15) minutes after the time set for the meeting, the Members of the Company present must choose one of their number to be Chairman of the meeting
33. The Chairman may adjourn the meeting with the consent of any quorate meeting (and must if within half an hour of the time at which the meeting was due to start the persons attending do not constitute a quorum or if during a meeting a quorum ceases to be present or if required to do so by a simple majority of the Members present at the meeting), or it appears to the Chairman that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice is required of 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. The Chairman may permit other persons who are not Members to attend and speak at a General Meeting
34. At any General Meeting, a resolution put to the vote of the meeting will be decided on a show of hands
35. Subject to Article 41, a declaration by the Chairman 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 minutes, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution
36. The Chairman must take or procure that there are taken minutes of proceedings at all meetings, and the minutes must be authenticated and kept in accordance with the requirements of the Act

BUSINESS AT ANNUAL GENERAL MEETING

37. The business of the AGM shall comprise
 - 37 1. the consideration of a report by the Board on the arrangements which have been made to hunt the Country for the Hunting Year;
 - 37 2. the consideration and approval of the Accounts for the previous Hunting Year,

37 3. the confirmation of appointments to or retirements from the Board, if any, and

37 4. the appointment of the Company's Accountants

VOTES OF MEMBERS

38. Every Member whose name is entered in the Company's Register of Members has one vote at every General Meeting. A resolution put to the vote at a General Meeting must be decided upon a show of hands unless a poll is duly demanded in accordance with the Articles. A resolution proposed at any General Meeting will be approved if a majority of the votes cast at the meeting are in favour of the resolution, except where the Act or the Articles prescribed a different majority.

ERROR AND DISPUTES

39. No objection may be raised to the qualification of any person voting at a General Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid.

40. Any such objection must be referred to the Chairman whose decision is final

POLL VOTES

41. A poll may be demanded by -

- (a) the Chairman,
- (b) the Directors,
- (c) by not less than five Members having the right to vote on the resolution, or
- (d) a Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution

42. A demand for a poll may be withdrawn if -

- (a) the poll has not yet been taken; and
- (b) the Chairman consents to its withdrawal

43. A poll must be taken immediately and in such manner as the Chairman directs

PROXIES AND REPRESENTATIVES

44. A Member may appoint a proxy to attend General Meetings in his place and to vote on a poll but not on a show of hands. The proxy form must be in writing in the form set out in Article 68 or as near to one of those forms as possible, and signed by the Member or by another person under a power of attorney granted by a Member. A proxy must be a Member.
45. 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 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, in the case of a poll taken more than 48 hours after it was demanded, not less than twenty four hours before the time appointed for the taking of the poll. If this Article is not complied with the proxy form is invalid.
46. A vote given or poll demanded by a proxy for a Member remains valid despite the previous revocation of the authority of proxy or representative unless, subject to the Act, notice of revocation was received by the Company at its registered office before the start of the meeting or adjourned meeting in question.

BOARD OF DIRECTORS

47. The first Directors of the Company are those named in the statement submitted to the register of companies on incorporation of the Company.

FUNCTIONS AND POWERS OF THE BOARD

48. The business and affairs of the Company shall be managed by the Board, which may exercise all such powers of the Company, including without limitation the power to dispose of all or any part of the undertaking and property of the Company, as are not by the Act or by the Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and the Articles and to any directions given by the Company in general meeting by Special Resolution. No alteration to the Articles and no Special Resolution shall invalidate any prior act of the Board that would have been valid if that alteration had not been made or that resolution had not been passed. Subject to Article 54, the general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article. In particular the Board: may institute, conduct, defend, compound or abandon legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company, and/or may refer to any claims or demands by or

against the Company to arbitration and observe and perform the award made by the arbitrator

- 49 The Board will be responsible for the selection of the Masters and any additional Master to be the Joint Masters of the "Crawley & Horsham Hunt"

VACANCIES ON THE BOARD

- 50 The Board may by ordinary resolution appoint as a Director a person who is willing to act, either to fill a vacancy or as an additional Director. A Director so appointed shall hold office only until the next following AGM and if not re-appointed at such AGM he shall vacate his office at the conclusion thereof.
- 51 The Board may co-opt a Director to the Board, either to fill a vacancy or as an additional Director. A Director so co-opted by the Board under this Article will hold office only until the next following AGM
52. 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.

CESSATION/REMOVAL OF DIRECTORS

53. A Director will cease to be a Director
- 53.1 if he resigned his directorship by giving notice to the Company,
- 53 2. upon death, or if he becomes bankrupt or makes any arrangement with his creditors, or becomes of unsound mind, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment,
- 53 3 if he is removed by a simple majority of the Members of the Company, following the procedure laid down in Section 168 of the Act, or
- 53.4 if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise

RESTRICTION ON FUNCTIONS AND POWERS OF THE BOARD

- 54 The Board has the functions and powers set out in Article 48, and the objects of the Company are unrestricted save that the income and capital of the Company must be applied solely towards the promotion of the Company and the Board shall not pay or transfer any part of the income or capital, 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 the payment of i) reasonable and proper remuneration to any officer, employee or Member in return for any services provided to the Company, (ii) a reasonable rate of interest on money lent to the Company, (iii) a reasonable rent for property let to the Company; (iv) out of pocket expenses to any officer, employee or Member, (v) premiums on the indemnity insurance referred to in Articles 66; or (vi) premiums on any insurance policy for legal expenses that may be incurred by the Company (or any officer, employee or Member) in connection with hunting activities.

MEETINGS OF THE BOARD OF DIRECTORS

55. Any Director may call a Board meeting at any time and the Chairman must call a Board meeting if requested to do so by a Director by giving notice of the meeting to the Directors. The Board may convene and regulate its meetings as it thinks fit, save that notice of any director's meeting must indicate -

- (a) its proposed date and time,
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how is it proposed that they should communicate with each other during the meeting

Notice of a directors' meeting must be given to each director but need not be in writing. Questions arising at any Board meeting will be decided by a majority of votes. Every Director of the Company has one (1) vote at Board meetings. In the case of an equality of votes on any question the Chairman has a second or casting vote.

56. A Board meeting is not valid unless a quorum is present throughout the meeting. The quorum is three (3) of the Directors then holding office.
57. The Chairman of the Board will preside at every Board meeting. If at any Board meeting the Chairman is not present within fifteen (15) minutes after the time set for the start of the meeting, the Directors present must choose one of their number to be Chairman of the meeting.

DIRECTORS' CONFLICTS OF INTEREST

58. If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is to be counted as participating in the decision-making process for quorum and voting purposes.

DELEGATION OF POWERS OF THE BOARD OF DIRECTORS AND COMMITTEES

59. Subject to the Articles, the Directors may delegate any of their powers which are conferred on them under the Articles -
- (a) to such person or committee (such person a "Committee Member")
 - (b) by such means (including by power of attorney)
 - (c) to such extent,
 - (d) in relation to such matters or in the Country to such territories; and
 - (e) on such terms and conditions
- as they think fit
60. If the directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
61. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
62. Committee Members or Committees to whom the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors
63. The Directors may make rules of procedure for all or any committees which prevail over rules derived from the Articles if they are not consistent with them

SEAL

64. 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

RULES

65. The Board may establish rules for any purposes required from time to time for the effective operation of the Company and the furtherance of the "Crawley&Horsham Hunt" in accordance with the Constitution, Rules and Recommendations of the Masters of Foxhounds Association or any successor document or body for the time being in force and such other activities as are in the opinion of the Board necessary or incidental thereto provided that if there is a conflict between the terms of the Articles and any Rules established under this Article, the terms of the Articles shall prevail.

INDEMNITY

- 66 Subject to the Act, but without affecting any indemnity to which he may otherwise be entitled, every Director and every officer of the Company, will 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 whether or not such liability is incurred in connection with hunting activities, and in which judgment is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by any court
- 67 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 affairs of Company whether or not such liability is incurred in connection with hunting activities, 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 66

FORMS

68. The proxy form referred to in Article 44 is as follows:

THE CRAWLEY AND HORSHAM HUNT 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 thinks fit

*Strike out whichever is inapplicable

THE COMPANIES ACT 1985 & 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION

OF

THE CRAWLEY & HORSHAM HUNT LIMITED

(The Memorandum of Association was signed by the subscribers on 17 January 2004 and was amended by Special Resolution by means of a Written Resolution of Members effective July 2014)

1. The name of the Company is "The Crawley & Horsham Hunt Limited"
2. The registered office of the Company is in England
3. The objects of the Company are unrestricted save that the income and capital of the Company must be applied solely towards the promotion of the Company. No part 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 the payment of
 - 3.1 reasonable and proper remuneration to any officer, employee or Member of the Company in return for any services provided to the Company,
 - 3.2 reasonable rate of interest on money lent to the Company,
 - 3.3 reasonable rent for property let to the Company,
 - 3.4 out of pocket expenses to any officer, employee or Member of the Company,
 - 3.5 premiums on the indemnity insurance referred to in Article 67 of the Company's Articles of Association, or

- 3 6. premiums on any insurance policy for legal expenses that may be incurred by the Company (and any officer, employee, or Member of the Company) in connection with hunting activities
- 4 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 £1 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 for the costs and expenses of winding up
- 5 This clause applies on the winding up or dissolution of the Company If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied ("the surplus") it must be paid or transferred to one or more companies, organisations or institutions that exist for purposes similar to those of the Company, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are at least as restrictive as those in this Memorandum of Association The companies, organisations or institutions will be nominated by the Directors of the Company and approved by the Members of the Company at or before the winding up dissolution If the Directors are unable to identify any similar companies, organisations or institutions then there must be a ballot of the Members in accordance with the Company's Articles of Association to determine how the surplus is disposed of In the ballot a majority decision of the Members is to be 80% of those Members present and voting at the ballot
- 6 Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association

We, the persons whose names are written below, wish to be formed into a Company under this Memorandum of Association.

NAMES AND ADDRESSES OF SUBSCRIBERS

LADY ELIZABETH KATHERINE BLAKER
STANTONS FARM
EAST CHILTINGTON
SUSSEX BN7 3BB

Signed - ELIZABETH BLAKER

MARK WILLIAM BURRELL
BAKERS HOUSE
BAKERS LANE
SHIPLEY
HORSHAM
WEST SUSSEX RH13 8GJ

Signed – MARK BURRELL

PENELOPE ANNE GREENWOOD
STONE HALL
BALCOMBE
HAYWARDS HEATH
WEST SUSSEX RH17 6QN

Signed – PENELOPE GREENWOOD

LADY LUCINDA KLEINWORT
HEASELANDS
HAYWARDS HEATH
WEST SUSSEX RH16 4SA

Signed – LUCY KLEINWORT

JOHN RICHARD HULL MOORE
WOODLANDS FARM
NUTHURST
HORSHAM
WEST SUSSEX RH134 6RG

Signed – JOHN MOORE

WILLIAM LESLIE WELLER DL FRICS
HOBSHORTS HOUSE
ROOK CROSS LANE
WEST GRINSTEAD
HORSHAM
WEST SUSSEX RH13 8LL

Signed – LESLIE WELLER

DATED the 17th day of January, 2004

WITNESS to the above Signatures

WITNESS NAME

Signed - BRENDA WELLER

WITNESS ADDRESS

HOBSHORTS
ROOKCROSS LANE
W GRINSTEAD
W SX RH13 8LL

OCCUPATION