

FILE COPY



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

Company No. 4620535

The Registrar of Companies for England and Wales hereby certifies that
THE EVENT HORSE OWNERS ASSOCIATION LIMITED

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

Given at Companies House, Cardiff, the 18th December 2002



N04620535C



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

HC007B



Companies House
for the record

12

Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration

Company Name in full

THE EVENT HORSE OWNERS'
ASSOCIATION LIMITED

I, HELEN ELIZABETH BAKER
of KNIGHTS SOLICITORS

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † [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

Helen Baker

Declared at

18-20 Condon Rd Tunbridge Wells Kent

Day Month Year

On

13 12 2002

Ⓜ Please print name.

before me Ⓜ

Simon Children

Signed

Simon Children

Date

13.12.02

† 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.

KNIGHTS SOLICITORS, REGENCY HOUSE,
25 HIGH STREET, TUNBRIDGE WELLS
KENT TN11 1UT Tel 01892 537311
DX number 3919 DX exchange TUNBRIDGE WELLS

This



A07
COMPANIES HOUSE

0119
14/12/02

For

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
or companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh



Companies House
for the record

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

**First directors and secretary and intended situation of
registered office**

Company Name in full

THE EVENT HORSE OWNERS' ASSOCIATION
LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

WOLFHAMCOTE BARN

FLECKNOE

Post town

RUGBY

County / Region

WARWICKSHIRE

Postcode

CV23 8AU

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

2

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
searchers of #

KNIGHTS SOLICITORS, REGENCY HOUSE, 25

HIGH STREET, TUNBRIDGE WELLS, KENT

TNI 1UT

Tel 01892 537311

DX number 3919

DX exchange TUNBRIDGE WELLS

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or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland DX 235 Edinburgh



v 08/02

Company Secretary (see notes 1-5)

Company name

THE EVENT HORSE OWNERS' ASSOCIATION LTD

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

CHRISTOPHER DONALD

Surname

GILLESPIE

Previous forename(s)

Previous surname(s)

Address **

WOLFHAMCOTE BARN

FLECKNOE

Post town

RUGBY

County / Region

WARWICKSHIRE

Postcode

CV23 8AU

Country

ENGLAND

** 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

12/12/02

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address **

Post town

County / Region

Postcode

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

Nationality

Business occupation

Other directorships

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

Consent signature

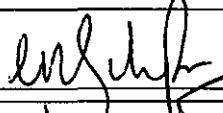

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME		*Style / Title	*Honours etc	
* Voluntary details	Forename(s)	ANNABEL MARGARET		
	Surname	BRUNNER		
	Previous forename(s)			
	Previous surname(s)			
	Address **	CEDARWOOD HOUSE		
†† 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.		WEST GREEN		
	Post town	BARRINGTON		
	County / Region	CAMBRIDGE	Postcode	CB2 5SA
	Country	ENGLAND		
	Date of birth	Day	Month	Year
	25	07	1949	BRITISH
Business occupation	HOUSEWIFE / SUPPLY TEACHER			
Other directorships	NONE			
I consent to act as director of the company named on page 1				
Consent signature	✓ AB		Date	✓

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	9/12/2002
Signed		Date	11/12/2002
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

Company Secretary (see notes 1-5)

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

† 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

Post town

County / Region

Postcode

Country

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

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address †

† 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

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

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

Consent signature

Date

Company Secretary (see notes 1-5)

NAME	*Style / Title		*Honours etc	
Forename(s)				
Surname				
Previous forename(s)				
Previous surname(s)				
Address †				
<input type="checkbox"/>				
Post town				
County / Region		Postcode		
Country				
I consent to act as secretary of the company named on page 1				
Consent signature		Date		

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title		*Honours etc	
Forename(s)		JUDITH ANNE		
Surname		SKINNER		
Previous forename(s)				
Previous surname(s)				
Address †				
<input type="checkbox"/>		STOCKING FARM		
		STOCKING PELHAM		
Post town		BUNTINGFORD		
County / Region		Postcode	SG9 0TH	
Country		ENGLAND		
Date of birth		Day	Month	Year
		24	02	1939
Business occupation		RETIRED		
Other directorships		NONE		
I consent to act as director of the company named on page 1				
Consent signature		Date	11/12/02	

017250

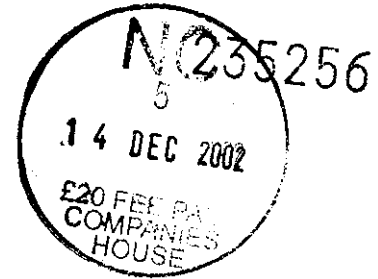
THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

THE EVENT HORSE OWNERS ASSOCIATION LIMITED



1. The name of the Company is "The Event Horse Owners Association Limited".
2. The registered office of the Company is in England and Wales.
3. The Company is formed to take over the unincorporated association of the same name and its business and all assets and liabilities thereof and accordingly the objects for which the Company is established are:
 - 3.1 to promote the Sport;
 - 3.2 to promote the interests of Owners whose horses compete in the Sport;
 - 3.3 to represent the interests of Owners in relation to all other organisations involved in whatsoever way with the Sport;
 - 3.4 to seek to improve the range of facilities offered to Owners and, particularly to Members, at horse trials whether in or outside the United Kingdom;
 - 3.5 to secure for Owners appropriate recognition for their contribution to the Sport; and



3.6 to do all such other things and to take such initiatives as are incidental or conducive to the attainment of the above objects or any of them.

4. The Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Company has the following powers:

4.1. to pay out of the Company's funds the costs incurred in forming the Company;

4.2. to acquire or hire property of any kind, and any interests in or rights over property of any kind;

4.3. to 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;

4.4. to borrow and raise money in any manner; and to secure and guarantee by any means the repayment of any money borrowed, raised or owing, and the performance by the Company of any obligation or liability, by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future);

4.5. to invest and deal with the moneys of the Company not immediately required in any manner and to hold or otherwise deal with any investments made;

- 4.6. to sell, dispose of, let, mortgage, or charge 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;
- 4.7. 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;
- 4.8. to promote any other company for the purpose of acquiring the whole or any part of the business or 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) is 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;
- 4.9. to act as agent or broker or trustee for any person, firm or company, and to undertake and perform any form of contract;
- 4.10. to reward any person, firm or company rendering services to the Company by cash payment or by any other means;
- 4.11. 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;

- 4.12. 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: provided that any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part;
 - 4.13. to amalgamate with or support any other company or undertaking whose objects may (in the opinion of the Directors of the Company) advantageously be combined with the Objects;
 - 4.14. 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; and
 - 4.15. 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.
5. The income and capital of the Company must be applied solely towards the promotion of the Objects. No part of the income or capital may be paid or transferred, directly or indirectly, to the Members, 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:
- 5.1. reasonable and proper remuneration to any officer, employee, or Member or Director in return for any services provided to the Company;

5.2. a reasonable rate of interest on money lent by any Member or Director to the Company. The rate not to exceed 2 per cent per annum above the base rate of HSBC Bank PLC from time to time;

5.3. reasonable rent for property let to the Company;

5.4. expenses to any officer, employee or Member or Director; or

5.5. premiums on the indemnity insurance referred to in clause 4.12.

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 and every recently retired 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 of the costs and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8. 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, it must not be paid or transferred to any or all of the Members. Instead it must be paid or transferred to one or more companies, organisations or institutions that exist for purposes similar to the Objects, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are as least as restrictive as those in this Memorandum of Association. The companies, organisations or institutions will be nominated by the Directors and approved by the

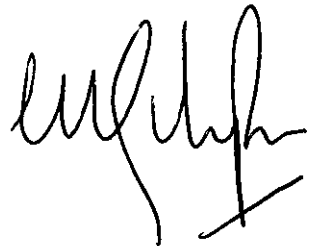
Members at or before the winding up or dissolution. If the Directors are unable to identify any similar companies, organisations or institutions then they may pay or transfer the surplus to any registered charity or registered charities in their absolute discretion.

9. 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

CHRISTOPHER DONALD GILLESPIE
WOLFHAMCOTE BARN
FLECKNOE
RUGBY
WARWICKSHIRE
CV23 8AU



JEREMY SKINNER
STOCKING FARM
STOCKING PELHAM
BUNTINGFORD
HERTFORDSHIRE
SG9 0HU



DATED the 9th day of December 2002

WITNESS to the above Signatures.



WITNESS NAME:

IRENE HOLMES

WITNESS ADDRESS:

10 WESTHOLAND DRIVE
WARFIELD
BERKSHIRE
RG42 3QZ

THE COMPANIES ACTS 1985 & 1989
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
THE EVENT HORSE OWNERS ASSOCIATION 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 Articles” means these Articles of Association as altered or varied from time to time (and “Article” means one of these Articles);

“Associate Member” means an Associate Member of the Company who is entitled to attend and speak at all ordinary general meetings of the Company but who is not entitled to attend extraordinary general meetings or vote on any resolution proposed at any ordinary general meeting;

“Auditor” means any person or company appointed to audit the Company’s accounts;

“the Board” means the board of Directors of the Company, acting collectively;

“the Chairman” means the Chairman of the Board or, where the context requires, the Chairman of a general meeting of the Company;

“clear days” in relation to a 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;

“the Deputy Chairman” means the Deputy Chairman of the Board;

“Director” means a director of the Company acting individually;

“Member” means a member of the Company except in articles 51 to 57 for the time being divided into classes and subject to procedures governing eligibility, election, registration and privilege and discipline set out in these Articles or in the Rules;

“Memorandum” means the Memorandum of Association of the Company;

“Objects” means the objects of the Company as set out in the Memorandum from time to time;

“Owner” means any individual or organisation registered as an owner with British Eventing;

“Recently Retired Member” means someone who was a Member of the Company within one year after that person ceases to be a Member;

“Register of Members” means the Register of Members of the Company to be kept pursuant to the Companies Act 1985;

“Secretary” means any person appointed to perform the duties of the Secretary of the Company;

“Sport” means the sport of eventing as organised under the rules of the FEI;

expressions referring to writing 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 in these Articles to ‘he’ or ‘him’ include male and female individuals and corporations.

MEMBERS

- 2 The company must keep a Register of Members as required by the Act. The number of Members with which the Company proposes to be registered is unlimited.

Admission of Members

- 2.1 The Members are:

- 2.1.1 the subscribers to the Memorandum and Articles of Association;

- 2.1.2 all those persons who were members of the Unincorporated Association immediately before its dissolution;

- 2.1.3 such other persons as are admitted to membership in accordance with this Article and any Rule of the Company.

Eligibility for membership

- 2.2 To be qualified to apply to become a Member a person must fall into one of the following categories: he must
 - 2.2.1 be an Owner;
 - 2.2.2 be registered with British Eventing as a syndicate member owning a horse registered with British Eventing;
 - 2.2.3 be a person whose interest in the Sport is such that in the opinion of the Board it is fitting that he should be a Member;
- 2.3 An individual who is not eligible to be a Member may apply to become an Associate Member if he is nominated by a Member (or by an individual who is at the time of the nomination applying to become, and does then become, a Member); however,
 - 2.3.1 an Associate Member will not be entered in the Company's Register of Members;
 - 2.3.2 an Associate Member will be entitled to attend general meetings but not extraordinary general meetings and may speak but will be unable to vote at meetings;
- 2.4 any Member who has been a Member for not less than one year may, subject to the consent of the Board, become a Life Member

on payment of £200 (or such higher sum as may be fixed by the Board from time to time) in lieu of further annual subscriptions. The Board may fix a limit to the number of Life Members.

- 2.5 Any Member who continues to pay the annual subscription applicable in his case shall be eligible to remain a Member whether or not he would be eligible to apply to become a Member under Articles 2.2.1 to 2.2.3 inclusive.

Application for Membership

- 2.6 Every application for membership and associate membership must be in one of the forms set out in Article 61 or another form approved by the Board. At the next meeting of the Board (or any committee of the Board established for the purposes of considering applications for admission) after the receipt of any application for membership, the application must be considered by the Board (or committee) who must decide whether to admit or reject the applicant. The Directors are not required to give reasons for their decision.

SUBSCRIPTIONS

- 3 A Member of the Company must pay an annual subscription to the Company.
- 3.1 The annual subscription shall in the case of each category of Member be such sum as is from time to time determined by the Board and initially shall be £25 for a Member and £15 for an Associate Member;

- 3.2 The Board shall have discretion to determine lower rates for Members satisfying certain criteria (i.e an owner who competes on his own horses or who is under a certain age)
- 3.3 Subscriptions are payable in advance (whether by cheque, standing order or direct debit instruction) and, except for new Members and new Associate Members, are due on 1 January in every calendar year,

RETIREMENT OF MEMBERS OR ASSOCIATE MEMBERS

4. A Member or Associate Member will cease to be a Member or Associate Member:

- 4.1. if he resigns by giving notice to the Company;
- 4.2. if in the opinion of the Board the conduct of the Member or Associate Member renders him unfit for membership of the Company for whatever reason;
- 4.3. if an individual, upon 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;
- 4.4. if in the case of any Member or Associate Member, the current subscription has not been paid by 31 March in any year and the Member or Associate Member neglects to comply with a written request for payment within 28 days unless a reason, satisfactory to the Board, is given for the delay; or

4.5. (except in the case of a Director) if he is removed from the membership in accordance with any Rule established from time to time pursuant to Article 58.

5. Before any Member or Associate Member is expelled under Article 4.2, the Company Secretary must give him 28 days written notice to attend a meeting of the Board at which the question of his expulsion is to be considered and must inform him of the complaints made against him, and a Member or Associate Member may be expelled only when, having heard any explanation or answer to such complaints (where he attends the meeting) at least two thirds of the Board the present at the meeting vote in favour of his expulsion.

6. No Member or Associate Member of the Company is entitled to any refund of subscription or membership fee on ceasing to be a Member or Associate Member for any reason. Membership of the Company is not transferable.

GENERAL MEETINGS

7. The Company must hold a general meeting in each year, not later than 31 July, as its AGM, in addition to any other meetings held in that year. The interval between the date of one AGM and the date of the next must not be more than 15 months. The Board will choose the time and place of the AGM. All general meetings of the Company other than AGMs are called Extraordinary General Meetings.

8. The Board may call a general meeting at any time; and must call a general meeting if it receives a requisition by not less than 25 of the members of the Company of whom not less than 15 shall have been Members of the Company for 6 months or more.

9. An AGM and a meeting called for the passing of a special resolution must be called by at least 21 clear days' notice.

10. Any notice 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 extraordinary resolutions to be proposed at the meeting must be set out in the notice. A general meeting requisitioned by Members must be signed by the requisitionists and sent by registered post to the Company Secretary. The requisition may consist of several documents in like form each signed by one or more requisitionists.

11. Notice must be given to the Members, to the Directors, and to the auditors; but if anyone entitled to receive a notice does not receive it, this does not invalidate the proceedings at the meeting if the failure to notify was accidental.

12. If the Board do not duly convene a meeting within 21 days from the date of sending of the requisition, the requisitionists may themselves convene a meeting but any meeting so convened will not be held after the expiration of 3 months from that date.

PROCEEDINGS AT GENERAL MEETINGS

13. A general meeting convened on the requisition of Members is not valid and will be dissolved unless a quorum of Members is present throughout the meeting; the quorum is 5 Members, not being Directors, present in person or by proxy, but if there shall not be a quorum present within 10 minutes after the time set for the meeting a quorum shall be 3 Members present in person or by proxy whether or not any shall be Directors.

14. In any other case if a quorum is not present within 10 minutes after the time set for the meeting, the meeting will be adjourned to such other day and at such time and place as the Board may determine.

15. If it appears to the Chairman that the meeting place specified in the notice convening the meeting is inadequate to accommodate all Members entitled and wishing to attend, the meeting will nevertheless be duly constituted and its proceedings valid provided that the Chairman is satisfied that adequate facilities are available to ensure that any Member who is unable to be accommodated is nonetheless able to participate in the business for which the meeting has been convened and to hear and see all persons present who speak (whether by the use of microphones, loud speakers, audio visual communications equipment or otherwise), whether in the meeting place or elsewhere and to be heard and seen by all other persons so present in the same manner.

16. The Chairman of the Board (or if he is not present, the Vice Chairman) will preside as Chairman of every general meeting of the Company. If there is no Chairman of the Board (or if he is not present, the Vice Chairman), or if he is not present within 10 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.

17. If at any general meeting no Director is willing to act as Chairman, or if no Director is present within 10 minutes after the time set for the meeting, the Members present must choose one of themselves to be Chairman of the meeting.

18. Any Director is entitled to attend and speak at any general meeting of the Company.

19. Any Auditor is entitled to attend any general meeting and to be heard at any general meeting on any part of the business of the meeting which concerns him as Auditor.

20. The Chairman may adjourn the meeting with the consent of the Members any quorate meeting (and must if required by a simple majority of the Members present at the meeting). Where a meeting is adjourned indefinitely the Board shall fix the time and place for the adjourned meeting. Whenever a meeting is adjourned for 14 days or more or indefinitely, at least 7 clear days' notice, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of the original meeting. Except as set out above, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

21. 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:

21.1. by the Chairman; or

21.2 by at least 2 Members present in person or by proxy; and a demand for a poll by a person as proxy for a Member shall be as valid as if the demand were made by the Member himself.

22. Unless a poll is demanded, 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.

23. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll is made.

24. Except as provided in Article 25, if a poll is demanded it may be taken in such manner as the Chairman directs and he may appoint scrutineers but the Chairman has no authority in exercising this power to extend the poll to Members 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. The Chairman may fix a time and place for declaring the result of the poll.

25. A poll demanded on the election of a Chairman, or on a question of adjournment of a meeting, must be taken immediately. A poll demanded on any other question may be taken at such time as the Chairman directs. If there is an interval before the time for closing the poll, the meeting may deal with any business other than the business being determined by poll.

VOTES OF MEMBERS

26. Every Member whose name is entered in the Company's Register of Members has one vote at every general meeting. A resolution proposed at any general meeting will be approved if at least one half of the votes cast at the meeting are in favour of the resolution, except where the Act or these Articles prescribes a different majority.

27. Associate Members may speak but may not vote at AGMs. They may not attend extraordinary meetings.

28. No Member shall attend or speak or vote at any AGM or extraordinary meeting unless he has paid his subscription for the current year.

PROXIES AND REPRESENTATIVES

29. 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 62 (one-way proxy form) or 63 (two-way proxy form) 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. In the case of a Member which is a company, the proxy form must be in writing and signed by two Directors or a Director and the Secretary of the company. A proxy need not be a Member.

30. 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, not less than 24 hours before the time appointed for the taking of the poll. If this Article is not complied with the proxy form is invalid.

31. A vote given or poll demanded by a proxy for a Member, or by the authorised representative of a Member which is an organisation, remains valid despite the previous revocation of the authority of the 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.

32. No objection shall be raised to the qualification of any Member to vote except at the meeting at which the vote objected to is tendered, and every vote

not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

DIRECTORS

33. The first Directors of the Company are those named in the statement submitted to the registrar of companies on incorporation of the Company. The minimum number of Directors will be 2; the maximum number will be 16. At every AGM, one-third of the Directors then in office must retire. If the number of Directors is not divisible by three, then the number nearest to one-third must retire. A Director who retires by rotation is eligible for reappointment if he is willing to continue to act as Director.

34. The Directors to retire by rotation are those who have been longest in office since their last appointment or re-appointment; but as between Directors who were last appointed or re-appointed on the same day, the Board must draw lots to determine who is to retire, unless the Directors in question agree the order of retirement among themselves.

35. If the Members do not fill the vacancy left by a Director who retires by rotation the retiring Director will, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Director is put to the meeting and lost.

36. No person other than a Director retiring by rotation may be appointed or re-appointed as a Director at any general meeting unless:

36.1 he is a Member; and either

36.2 he is recommended by the Directors; or

36.3 at least 28 clear days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment, together with notice executed by that person of his willingness to be appointed or re-appointed.

37. A notice of a general meeting of the Company must include the name of any person (other than a Director retiring by rotation at the meeting) who is recommended by the Board for appointment or re-appointment as a Director at the meeting, or in respect of whom notice has been duly given to the Company under Article 36.3 above.

38. The Company 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; and may also determine the order of rotation of any additional Directors.

39. The Board may co-opt as a Director a person who is willing to act, either to fill a vacancy or as an additional Director. A Director co-opted by the Board under this Article will hold office only until the next following AGM, and will not be taken into account in determining the Directors who are to retire by rotation at that meeting. If a co-opted Director is not re-appointed at that AGM, he will automatically vacate office at the end of the meeting.

40. 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.

41. A Director will cease to be a Director:

41.1. if he resigns his directorship by giving notice to the Company;

41.2. 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;

41.3 if he is removed by a simple majority of the members of the Company, following the procedure laid down in Section 303 of the Act;

41.4 if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise, or

41.5 if he is absent for more than 4 consecutive Board meetings without permission of the Board and the remaining Directors resolve by a simple majority that he should cease to be a Director.

42. The Board has control over all the affairs and property of the Company, and may exercise all the powers of the Company, except as otherwise provided by the Memorandum of Association of the Company and these Articles, or by any Rules made pursuant to Article 58. Every Director has one vote at a Board meeting.

43. The Board will meet at least twice in every year on date to be determined by the Chairman.

44. A Director may call a Board meeting at any time and the Secretary must call a Board meeting if requested to do so by a Director. The Board may convene and regulate its meetings as it thinks fit. Questions arising at any Board meeting will be decided by a majority of votes.

45. A Board meeting is not valid unless a quorum is present throughout the meeting. A quorum for a meeting may be fixed by the Board but unless fixed at any other will be 3 Directors then holding office. The Company Secretary shall whenever reasonably circulate in advance of each meeting an agenda but failure to do so or to refer to any particular matter on such agenda will not invalidate that meeting or prevent the discussion and resolution of that matter.

46. The Chairman of the Board, or in his absence the Deputy Chairman, will preside at every Board meeting. If at any Board meeting neither the Chairman nor the Deputy Chairman is within 10 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. In the case of an equality of votes on any question the chairman has a second or casting vote.

47. The Board may delegate any of its powers to a managing director and to committees consisting of such Directors, Members and others as it thinks fit: in the exercise of the delegated powers, any managing director or committee must conform to any regulations which may be imposed by the Directors or by Rules made under Article 58.

BENEFITS TO DIRECTORS

48. The Directors are entitled to receive such remuneration, expenses, and other benefits as the Board determines.

SECRETARY

49. The Company must 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 specially for that purpose, by the Board.

SEAL

50. 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

51. The following Articles 52 to 57 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 a Director or a Member of the Company in general meeting as the context requires.

52. Any notice to be given under these Articles must be in writing. The Company may give any notice to a member by handing it to him personally, or by sending it by post (airmail in the case of overseas members who have given no address for service within the United Kingdom) in a prepaid envelope by second class post 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.

53. 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.

54. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given to a postal address. Electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or e-mail address. A notice is deemed to be given at the expiration of 72 hours after it was handed to the member, posted or (as the case may be) transmitted by fax or e-mail.

55. Subject to the provisions of the Act (and in particular in the case of a resolution of the Members, to any requirement to submit the proposed resolution to the Auditor), 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.

56. 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 in person at the meeting.

57. The Secretary or a Director must take minutes of proceedings at all meetings, and the minutes must be authenticated and kept in accordance with the requirements of the Act.

RULES

58. The Board may establish Rules for any purposes required from time to time for the effective operation of the Company or the furtherance of the Objects, including the levying of annual subscriptions or membership fees; 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

59. 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 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 the Court.

60. 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 59.

FORMS

61. The forms of the application for membership referred to in Article 2 are as follows.

In the case of an individual:

To the Board of **THE EVENT HORSE OWNERS ASSOCIATION LIMITED**

I, *[name]*
of *[address]*

wish to become a member of THE EVENT HORSE OWNERS ASSOCIATION LIMITED, subject to the provisions of the Memorandum and Articles of Association of the Company and to the Rules. I agree to pay to the Company an amount of up to £1 if the Company is wound up while I am a member or for up to 12 months after I have left the Company. I agree to pay a subscription of *[amount]* on *[date]*, and to pay any membership fee levied in accordance with the Company's Rules.

Signature:

Date:

In the case of an organisation:

To the Board of **THE EVENT HORSE OWNERS ASSOCIATION LIMITED**

[name of Organisation] whose registered office/principal place of business is at *[address of registered office/principal place of business]* applies for membership of THE EVENT HORSE OWNERS ASSOCIATION LIMITED, subject to the provisions of the Memorandum and Articles of Association of the Company and to the Rules. It agrees to pay to the Company an amount of up to £1 if the Company is wound up while it is a member or for up to 12 months after it has left the Company. It agrees to pay a subscription of *[amount]* on *[date]*, and to pay any membership fee levied in accordance with the Company's Rules.

Authorised

Signature:

Name:

Position:

Date:

62. The one-way proxy form referred to in Article 29 is as follows:

THE EVENT HORSE OWNERS ASSOCIATION 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:

63. The two-way proxy form referred in Article 29 is as follows:

THE EVENT HORSE OWNERS ASSOCIATION 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.

We, the persons whose names are written below, wish to be formed into a
Company under these Articles of Association:

NAMES AND ADDRESSES OF SUBSCRIBERS

CHRISTOPHER DONALD GILLESPIE
WOLFHAMCOTE BARN
FLECKNOE
RUGBY
WARWICKSHIRE
CV23 8AU



JEREMY SKINNER
STOCKING FARM
STOCKING PELHAM
BUNTINGFORD
HERTFORDSHIRE
SG9 0HU



DATED the 9th day of December 2002

WITNESS to the above Signatures.



WITNESS NAME:

IRENE HOLMES

WITNESS ADDRESS:

10 WESTCROFT DRIVE
WATFIELD
BERKSHIRE
RG42 3GZ