REGISTERED
ON 21st December 1981.
J.C. Anderson
ASSISTANT COMMISSIONER
No. 8115-105

$78

COMPANIES ACT, 1961-1981

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

of

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AUSTRALIAN AEROBATIC CLUB
(QUEENSLAND CHAPTER) LIMITED

1. The name of the Company is "Australian Aerobatic Club (Queensland Chapter) Limited" (hereinafter called "The Club").

2. The objects for which the Club is established are:-

(a) (i) For the association of persons interested in the encouragement and development of aerobatics, artistic flight, precision flight and aeronautics.

(ii) To be an associate affiliate or member of the Royal Federation of Aero Clubs of Australia and to exercise the authority and powers delegated by that body whilst ever that body remains a member of the Federation Aeronautique Internationale.

(iii) To be an associate affiliate member or chapter of the Australian Aerobatic Club and to exercise the authority and powers delegated by that body.

(b) To promote the development of aviation.

(c) (i) To promote and hold, either alone or jointly with any other association, club, company or person, aerobatics, artistic flight, precision flight and aeronautics meetings competitions matches, exhibitions and trials and to accept offers, give or contribute towards prizes, medals and awards in connection therewith and in furtherance of the objects of the Club to promote, give or support dinners, balls, lectures and other entertainments, provided that no member of the Club shall receive any such prizes medals or awards except as a successful competitor at any aeronautical meeting, competition, match, exhibition or trial held or promoted by the Club or to the cost of establishing or holding of which the Club may have subscribed out of its income or property and which under the regulations affecting the said sports meeting or competition may be awarded to him.

(ii) To establish, equip and carry on an aviation school to train or to arrange for the training

of pilots in aerobatics, artistic flight, precision flight and aeronautics.

(iii) To undertake and exercise control of competitions, sporting events and trials in connection with aerobatics, artistic flight, precision flight and aeronautics, either alone or in conjunction with any other club association or body duly authorised in that behalf. Provided that no member of the Club shall receive any prize, award or distinction except as a successful competitor at any match, sporting event, trial or competition held or promoted by the Club or to the cost of the holding or promotion of which the Club may have subscribed out of its income or property and which under the regulations affecting the said match, sporting, event, trial or competition may be awarded to him.

(iv) To represent generally the views of persons connected with aeronautics particularly aerobatics, artistic flight, precision flight and aeronautics. To consider, originate and promote reform and improvements in the law, to consider proposed alterations and oppose or support them, to effect improvements in the administration of the law and for the said purpose of petition Parliament or to take other proceedings as may be deemed expedient.

(v) To grant, issue, authorise, modify, cancel or revoke certificates of the Club relating to aircraft, aerodromes, flying schools, and to the skill and qualifications of pilots, navigators, drivers, mechanics and all persons managing, driving, constructing repairing or otherwise connected with aircraft of every description and to do all things relating thereto as may be required, and to make reports and recommendations to other clubs, authorities or persons concerning any of these matters.

(d) To subscribe to, become a member of and co-operate with any other club, association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Club, provided that the Club shall not subscribe to or support with its funds any Club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Club under or by virtue of Clause 3 of this Memorandum.

(e) In furtherance of the objects of the Club to buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the members of the Club or persons associated therewith.

(f) To purchase, take on lease or in exchange or otherwise acquire lands, easements or any other property real or personal, including machinery and plant, and to acquire or construct any building which may from time to time be required for the purpose of or may be conveniently used in connection with any of the objects of the Club, and to maintain from time to time alter and add to any buildings or plant acquired or constructed by the Club, subject to the Memorandum and Articles, and from time to time to sell, demise mortgage, give in exchange or otherwise dispose of of any such lands, buildings or plant. In case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as allowed by law having regard to such trusts.

(g) To enter into any arrangements with any government or local authority or any club, company or person which may seem to be conducive to the objects of the Club, and to acquire or obtain from any such government or authority club company or person charters, decrees, rights, privileges and concessions which may be conducive to any such objects and accept, make payments under, carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions.

(h) To hire and employ secretaries, clerks, managers, flying and other instructors, servants and workmen, and to pay them and to other persons in return for services rendered to the Club salaries, wages, gratuities and pensions.

(i) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Club or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects or for any public general or useful object.

(j) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Club's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.

(k) To invest the moneys of the Club, not immediately required, upon such securities as may be permitted by law for the investment of trust funds.

(l) To borrow or raise and give security for money in such manner as the Club shall think fit, and in particular by the issue of or upon bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Club, or by mortgage, bill of sale, or charge upon all or any part of the property, real and personal of the Club, both present and future.

(m) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, and other negotiable or transferable instruments.

(n) In furtherance of the objects of the Club to sell, lease, improve, mortgage, dispose of or otherwise deal with all or any part of the property of the Club.

(o) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Club's property of whatsoever kind sold by the Club, or any money due to the Club from purchasers and others.

(p) Subject to Clause 2(g) of this Memorandum of Association to take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Club.

(q) To take such steps by personal or written appeals, public meetings, or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club in the shape of donations, annual subscriptions or otherwise.

(r) To print and publish any newspapaers, periodicals, books, programmes or leaflets and to subscribe copy and advertisements to newspapers and periodicals that the Club may think desirable for the promotion of its objects.

(s) To establish, promote or assist in establishing or promoting interstate divisions or regional committees and to subscribe to and amalgamate or affiliate with or become a member of any other company, association or club whose objects are similar or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club; Provided that no subscription be paid to any such other company, association or club out of the funds of the Club, except bona fide in furtherance of the objects of the Club, and also provided that this Club shall not amalgamate or affiliate with any other company, association or club unless they or it shall prohibit the distribution of their or its income and property amongst their or its members to an extent at least as great as is imposed on the Club under or by virtue of Clause 3 of this Memorandum.

(t) In furtherance of the objects of the Club to amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Club and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Club under of by virtue of Clause 3 of this Memorandum.

(u) In furtherance of the objects of the Club to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the club is authorised to amalgamate.

(uu) In furtherance of the objects of the Club to transfer all or any part of the property, assets, liabilities and engagements of the Club to any one or more of the companies, institutions, societies or associations with which the Club is authorised to amalgamate.

(v) From time to time to subscribe or contribute to any patriotic or charitable or benevolent or philanthropic object or to any useful object of a public character.

(w) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged.

(x) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club.

(y) To make such awards and presentations and to give certificates medals and prizes for services rendered or contributions made to aviation the objects of the club or the promotion and encouragement of aerobatic artistic or precision flight and aeronautics.

(z) To provide a centre of information and advice on all matters pertaining to aerobatics, artistic flight, precision flight and aeronautics.

(aa) In furtherance of the objects of the Club to acquire by gift purchase hire or otherwise all kinds of aircraft vehicles, furniture, implements, tools, machinery, utensils, plate glass, linen, books, papers, periodicals, stationery, cards, games and all other things required or which may conveniently be used in connection with the flying grounds, club rooms, club houses and other premises of the Club by members of the Club or other persons frequenting them and to apply for and obtain and to renew all permits, licences or authorities necessary or required for any of the purposes of the Club. Provided that in case the Club shall take or hold any property which may be subject to any trusts

the Club shall only deal with the same in such a manner as is allowed by law having regard to such trusts.

(bb) To undertake and execute any trust which is directly or indirectly conducive to any of the objects of the Club.

The Powers set forth in the Third Schedule to the Companies Act, 1961 shall not apply to the Club except insofar as they are included in this Clause 2.

3. The income and property of the Club, whencesoever derived, shall be applied solely towards the promotion of the objects of the Club as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Club. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Club, or to any member of the Club, in return for any services actually rendered to the Club, nor prevent the payment of interest at a rate not exceeding interest at the rate for the time being charged by Bankers in Brisbane for overdrawn accounts on money lent, or reasonable and proper rent for premises demised or let by any member to the Club; but so that no member of the council of management or governing body of the Club shall be appointed to any salaried office of the Club, or any office of the Club paid by fees, and that no remuneration or other benefit in money or moneys worth shall be given by the Club to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Club. Provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the council of management or governing body may be a member and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of such payment.

4. ~~No addition, alteration or amendment shall be made to or in~~ the Memorandum or Articles of Assocaition ~~for the~~ time being in force unless the same shall ~~have been~~ previously submitted to and approved by ~~the Minister~~ of the Crown for the time being ~~administering~~ the Companies Act 1961-1981 as amended (~~hereinafter called "the Minister"~~).

5. ~~The third and fourth Clauses of the Memorandum contain~~ conditions on which a licence ~~is granted~~ by the Minister to the Club ~~in pursuance~~ of Section 24 of the Companies Act, ~~1961-1981 as amended~~.

6. The liability of the members is limited.

7. Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Club contracted before he ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount themselves, such amount as may be required, not exceeding twenty dollars ($20.00).

8. If upon the winding-up or dissolution of the Club there remains after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Club, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Club or by virtue of Clause 3 hereof, such institution or instutitions to be determined by the members of the Club at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.

9. True accounts shall be kept of the sums of money received and expended by the Club, and the matter in respect of which such receipt and expenditure takes place, and of the property credits, and liabilities of the Club, and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being in force, shall be open to the ispection of the members. Once at least in every year, the accounts of the Club shall be examined and the correctness of the balance-sheet ascertained by one or more properly qualified Auditor or Auditors.

10. The names, addresses and occupations of the subscribers are as follows:

Names, Addresses and Descriptions of Subscribers

MALCOLM BEARD
23 Tasker Avenue,
CAMPSIE N.S.W. 2194

Professional Pilot

ROBERT STEWART TAIT
C/- Royal Queensland Aero Club,
Archerfield Aerodrome,
ARCHERFIELD Q. 4108

Professional Pilot

LIVIA GAY FROST
9 Harte Street,
CHELMER Q. 4068

Computer Sales Representative

RICHARD JOHN TERRY
17 Valencia Way,
SLACKS CREEK Q. 4127

Manager

BARRY IAN HEMPEL,
9 Harte Street,
CHELMER Q. 4068

Professional Pilot

PETER RICHARD LARSEN
11 Joanna Street,
CLONTARF Q. 4019

Articled Clerk

LARRY CORKRAN
352 Given Terrace,
PADDINGTON Q. 4064

Industrial Chemist

ALLAN DUNBAR
47 Muriel Avenue,
MCOROOKA Q. 4105

Professional Pilot

DAVID BRAUNACK
15 Victoria Avenue,
CHELMER Q. 4068

Audio Visual Assistant

11. We the several persons whose names and addresses are subscribed hereunder are desirous of being formed into a Club in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers

Malcolm Beard. 23 Tosher Ave - Bomaderry N S W 2214
Professional Pilot.

Lindsay Frost 9 Harte Court, Chelmer 4068 Computer Sales Representative

Richard John Terry, 17 Valencia Way, Macleod, 4127, Manager.

Robert Stuart Tait.
C/ Royal Queensland Aero Club
PO Box 41
Archerfield 4018
Professional Pilot

Barry Ian Heyes 9 Harte St Chelmer
SCPL Pilot.

Peter Richard Larsen, 11 Joann St Carina Qld
Articled Clerk

Larry Carlson. 352 GIVEN TERRACE, PADDINGTON. 4064.
INDUSTRIAL CHEMIST.

Allan Duck. 17 MURIEL AVE., MOOROOKA 4105
PROFESSIONAL PILOT.

David Brannock 15 VICTORIA AVE., CHELMER 4068
AUDIO-VISUAL ASSISTANT

DATED this 30th day of October 1981

Witness to the above signatures:

111 Coronation Street Salon 4065

REGISTERED in the office of the Commissioner for Corporate Affairs,

at Brisbane this day of 19

No. of 19

COMMISSIONER FOR CORPORATE AFFAIRS

8115105

COMPANIES ACT, 1961-1981

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

AUSTRALIAN AEROBATIC CLUB QUEENSLAND CHAPTER) LIMITED

INTERPRETATION

1. In these regulations:-

"the Act" means the Companies Act, 1961-1981 as amended.

"the Club" means the Australian Aerobatic Club (Queensland Chapter) Limited.

"the seal" means the common seal of the Club.

"Secretary" means any person appointed to perform the duties of a secretary of the Club and includes an honorary secretary.

"State" means the State of Queensland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Words or expressions contained in these regulations shall be interpreted in accordance with the provisions of the Interpretation Act of 1897 and of the Act as in force at the date at which these regulations become binding on the Company.

2. The Club is established for the purposes set out in the Memorandum of Association.

MEMBERSHIP

3. (a) The number of members with which the Club proposes to be registered is One Thousand (1,000) but the Committee may from time to time register an increase of members.

(b) The subscribers to the Memorandum of Association and such other persons and the Committee shall admit to membership in accordance with these regulations shall be members of the Club.

4. Every applicant for membership of the Club (other than the subscribers to the Memorandum of Association) shall be

proposed by one member and seconded by another member of the Club. The application for membership shall be made in writing signed by the applicant and his proposer and seconder and shall be in such a form as the Committee from time to time prescribes and shall be accompanied by the applicant's entrance fee and first annual subscription.

5. Subject to the preceding regulation at the next meeting of the Committee after receipt of any application for membership such application shall be considered by the Committee who shall thereupon determine upon the admission or rejection of the applicant. In no case shall the Committee be required to give any reason for the rejection of an applicant. A record shall be kept by the Secretary of the names of the Committee members present and voting at such meeting.

6. When an applicant has been accepted for membership the secretary shall forthwith send to the applicant written notice of his acceptance.

7. The annual subscription payable by members of the Club shall be such as the Club in General Meeting shall from time to time prescribe; provided that until the Club shall otherwise resolve, the annual subscription shall not exceed $50.00.

8. All annual subscriptions shall become due and payable in advance on the 1st day of September in every year.

MEMBERSHIP CARDS

9. Each member shall be provided with a membership ticket or badge and shall produce same whenever called upon to do so by a member of the Committee or such other person or persons as may be appointed by the Committee. Such ticket or badge shall remain the property of the Club and shall be surrendered to the Club by the member if so requested by any member of the Committee or such other person or persons as may be appointed by the Committee, on his ceasing to be a member.

LIFE MEMBERSHIP

10. Any member who pays not less than ten years annual subscriptions or such other sum as may be decided by the Committee may be elected a Life Member and any person or member who has performed special services for the Club may be elected a Life Member or Honorary Life Member by a resolution carried by secret ballot at the General Meeting of the Club by the votes of not less than four-fifths of those present and entitled to vote. No person shall be elected a Life Member or Honorary Life Member unless a nomination form in writing signed by not less than five members of the Club shall be delivered to the Honorary Secretary at lease 21 days prior to the General Meeting at which such election shall be held.

HONORARY MEMEERS

11. The following persons may at the discretion of the Committee be admitted as honorary members of the Club:-

    (a) The patron or patrons for the time being of the Club provided that this number shall not exceed six.

    (b) Any benefactor of the Club.

    (c) Any prominent citizen visiting the Club for a special occasion or a special function.

    (d) Overseas country or interstate visitors for the duration of such visit or one month whichever should first expire.

    (e) Members of other Clubs visiting the Club for the purpose of taking part in competitions of aerobatics, artistic flight, precision flight and aeronautics or other competitions for the day of such competitions only.

12. No honorary member shall be entitled to hold any office in the Club or participate in any form of business or exercise any vote.

13. Any honorary member failing to pay his debts or obligations shall ipso facto forfeit all his privileges as an honorary member unless he shall forthwith explain the omission to the satisfaction of the Committee.

CESSATION OF MEMBERSHIP

14. If the subscription of a member shall remain unpaid for a period of one (1) calendar month after in becomes due then the member may after notice of the default shall have been sent to him by the Secretary or Honorary Treasurer be debarred by resolution of the Committee from all privileges of membership and his name may be removed by the Committee from the Register of Members provided that the Committee may reinstate the member and restore his name to the Register on payment of all arrears if the Committee thinks fit to do so.

15. A member may at any time by giving notice in writing to the Secretary resign his membership of the Club but shall continue liable for any annual subscription and all arrears due and unpaid at the date of his regignation and for all other moneys due by him to the Club and in addition for any sum not exceeding Twenty Dollars which he is liable as a member of the Club under Clause 7 of the Memorandum of Association of the Club.

16. (a) If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Club or shall be guilty of any

breach of any rule, regulation or by-law of the Club from time to time in force, or shall be guilty of any conduct which in the opinion of the Committee is unbecoming of a member or prejudicial to the interests of the Club, the Committee shall have the power to expel the member from the Club, and to erase his name from the register of members provided that at least one (1) week before the meeting of the Committee at which a resolution for his expulsion is passed, the member shall have had notice of such meeting and of what is alleged against him and of the intended resolution for his expulsion, and provided that he shall at such meeting, and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit.

(b) No member shall be expelled unless the resolution or his expulsion is supported by at least two-thirds of the members of the Committee present.

(c) Any member expelled by the Committee shall have a right of appeal to an Extraordinary General Meeting of the Club provided that notice in writing of such Appeal is lodged by the member with the Secretary within seven (7) days from the date of the meeting of the Committee at which the resolution for his expulsion was passed. Such Extraordinary General Meeting shall be convened by the Committee pursuant to such appeal as soon as practicable but in any case no later than two (2) calendar months after the receipt by the Secretary of the proposed Appeal. If at the Extra-ordinary General Meeting a resolution for the expulsion of the member be passed by a majority of those present and voting (such vote to be taken by ballot) the member shall be expelled and his name removed from the register of members.

(d) No expelled member shall be entitled to a refund of any subscription, or entrance fee.

GENERAL MEETINGS

17. The first general meeting shall be held at such time, not being less than one (1) month nor more than three (3) months after the incorporation of the Club and at such place as the Committee may determine.

18. An Annual General Meeting of the Club shall be held in accordance with the provisions of the Act. All general meetings, other than the Annual General Meetings, shall be called extraordinary general meetings.

19. (a) The Committee whenever it deems fit may by ordinary resolution of the Committee convene an Extraordinary General Meeting.

(b) Any ten (10) members of the Club may requisition an Extraordinary General Meeting and an Extraordinary General Meeting shall be convened by the Committee on such requisition to be held as soon as practicable but in any case not later than two (2) months after the receipt by the Secretary of the requisition.

(c) If the Committee does not, within fourteen (14) days after the date of the deposit of the requisition with the Secretary proceed to convene a meeting, the requisitionists may themselves, in the same manner as nearly possible as that in which meetings are to be convened by the Committee, convene a meeting, but any meeting so convened shall not be held after the expiration of two (2) months from that date.

(d) The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited with the secretary and may consist of several documents in like form each signed by one or more requisitionist.

(e) Notice of the meeting so requested shall state the objects of the meeting as nearly as practicable as contained in the requisition.

(f) The accidental omission to give notice of the meeting to or the non-receipt of notice of the meeting by any member shall not invalidate proceedings at the meeting.

20. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, fourteen (14) days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Club.

21. All business shall be special that is transacted at an extraordinary general meeting, and also all that is transacted an an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the report of the Committee and Auditors, the election of officers and other members of the Committee in the place of those retiring, and the appointment and fixing of the remuneration of the Auditors.

PROCEEDINGS AT GENERAL MEETINGS

22. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, ten members present in person shall be a quorum. For the purposes of this article "member" includes a person

attending as a proxy or as representing a corporation which is a member.

23. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Committee may determine, and if at the adjourned meeting quorum is not present within half an hour from the time appointed for the meeting, the members present (being not less than two) shall be a quorum.

24. The President shall preside as Chairman at every general meeting of the Club, or if there is no President, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall be the Chairman, or if the Vice-President is not present or is unwilling to act then the members present shall elect one of their number to be Chairman of the meeting.

25. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

26. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

(a) by the Chairman; or
(b) by at least three members present in person or by proxy.

Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the Minutes of the proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

27. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a

Chairman or on a question of adjournment shall be taken forthwith.

28. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

29. A member may vote in person or by proxy or by duly authorised attorney, and on a show of hands every person present who is a member or a duly authorised attorney for a member or the proxy of a member shall have one vote and on a poll every member present in person or by proxy or by duly authorised attorney shall have one vote.

30. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote whether on a show of hands or on a poll, by his Committee or by his trustee or by such other person as properly has the management of his estate, and any such Committee, trustee or other person may vote by proxy or attorney.

31. No member shall be entitled to vote at any general meeting if his annual subscription shall be more than one month in arrears at the date of the meeting.

32. The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

33. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

AUSTRALIAN AEROBATIC CLUB
(QUEENSLAND CHAPTER) LIMITED

I, of
appoint of
as my (general) proxy to vote for me on my behalf at the (annual or extraordinary, as the case may be) general meeting of the Club,

to be held on the day of 19 and at any adjournment thereof.

Signed this day of 19

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

*Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as he thinks fit.)

34. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Club, or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

35. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if not intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Club at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

36. The officers of the Club shall consist of a President, Vice-President, Honorary Secretary, Honorary Treasurer and Club Captain, all of whom shall be members of the Club.

37. The following subscribers to the Memorandum of Association shall constitute the First Committee and the first officers as set out below:-

PRESIDENT:	Malcolm Beard
VICE-PRESIDENT:	Robert Stewart Tait
HONORARY SECRETARY:	Livia Gay Frost
HONORARY TREASURER:	Richard John Terry
CLUB CAPTAIN:	Barry Ian Hempel
COMMITTEE MEMBERS:	Peter Richard Larsen
	Allan Dunbar
	Larry Corkran
	David Braunack

The aforesaid persons shall also constitute the first Directors of the Club. They shall all retire at the first General Meeting but shall be eligible for re-election.

38. Thereafter, the Committee shall consist of the officers and four other members of the Club elected as herein provided.

39. At the first general meeting of the Club and at the annual general meeting of the Club in each year thereafter the officers and other members of the Committee shall be elected

from among the members and such officers and other members of the Committee shall hold office until the next annual general meeting when they shall retire but that shall be eligible for re-election.

40. The election of officers and other members of the Committee shall take place in the following manner:-

(a) Any two members of the Club shall be at liberty to nominate any other member to serve as an officer or other member of the Committee.

(b) The nomination, which shall be in writing and signed by the member and his proposer and seconder shall be lodged with the Secretary at least fourteen days before the annual general meeting at which the election is to take place.

(c) The officers and other members of the Committee be elected at the annual general meeting by ballot if the same is necessary. If a ballot is unnecessary, the officers and committee members shall be automatically re-elected. All such officers and members of the committee shall retire at the annual general meeting in each year but shall be eligible for re-election. In the event of no or insufficient nominations being received by the secretary within the time hereinbefore prescribed, nominations or further nominations as the case may be may be accepted at the annual general meeting.

41. The Club may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of officers or other members of the Committee.

42. The Committee shall have power at any time, and from time to time, to appoint any person to the committee, either to fill a casual vacancy or as an addition to the existing officers or other members of the Committee but so that the total number of officers or other members of the Committee shall not at any time exceed the number fixed in accordance with these regulations. Any officer or other member of the Committee so appointed shall hold office only until the next following annual general meeting.

43. The Club may by ordinary resolution remove any officer or other member of the Committee before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead; the person so appointed shall hold office only until the next following annual general meeting.

44. The office of a member of the Committee shall become vacant if the member:-

(a) ceases to be a member of the Committee by virtue of the Act;

(b) becomes bankrupt or makes any arrangement or compositions with his creditors generally;

(c) becomes prohibited from being a director of a company by reason of any order made under the Act;

(d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(e) resigns his office by notice in writing to the Club;

(f) for more than six months is absent without premission of the Committee from meetings of the Committee held during that period;

(g) holds any office of profit under the Club;

(h) ceases to be a member of the Club; or

(i) is directly or indirectly interested in any contract or proposed contract with the Club provided, however, that a member shall not vacate his office by reason of his being a member of any corporation society or assocaition which has entered or proposes to enter into a contract with the Club if such corporation society or association is among the class of companies referred to in the proviso to Clause 3 of the Memorandum of Association of the Club and if he shall have declared the nature of his interest in manner required by the Act.

Provided always that nothing in this article shall affect the operation of Clause 3 of the Memorandum of Association of the Club.

POWERS AND DUTIES OF THE COMMITTEE

45. The business of the Club shall be managed by the Committee who may pay all expenses incurred in promoting and incorporating the Club, and may exercise all such powers of the Club as are not - by the Act or by these regulations - required to be exercised by the Club in general meeting, subject, nevertheless, to any of these regulations, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Club in reneral meeting; but no regulation made by the Club in general meeting shall invalidate any prior act of the Committee which would have been valid if that regulation had not been made.

46. The Committee may exercise all the powers of the Club to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the Club.

47. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for money paid to the Club shall be signed drawn accepted endorsed or otherwise executed, as the case may be by any two members of the Committee or in such other manner as the Committee from time to time determine.

48. The Committee shall cause minutes to be made -

(a) of all appointments of officers and servants;

(b) of names of members of the Committee present at all meetings of the Club and of the Committee; and

(c) of all proceedings at all meetings of the Club and of the Committee.

Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting.

PROCEEDINGS OF THE COMMITTEE

49. The Committee may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A member of the Committee may at any time and the Secretary shall on the requisition of a member of the Committee summon a meeting of the Committee.

50. Subject to these regulations questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination by a majority of the members of the Committee shall for all purposes be deemed a determination of the Committee. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

51. A member of the Committee shall not vote in respect of any contract or proposed contract with the Club in which he is interested, or any matter arising thereout, and if he does so vote his vote shall not be counted.

52. The quorum necessary for the transaction of the business of the Committee shall be five or such greater number as may be fixed by the Committee.

53. The continuing members of the Committee may act notwithstanding any vacancy in the Committee but if and so long as their number is reduced below the number fixed by or pursuant to these regulations as the necessary quorum of the Committee, the continuing member or members may act for the purpose of increasing the number of members of the Committee to that number or of summoning a general meeting of the Club, but for no other purpose.

54. The President shall preside as Chairman of every meeting of the Committee or if there is no President or if at any

meeting he is not present within ten minutes after the time appointed for holding the meeting, the Vice-President shall be Chairman or if the Vice-President is not present at the meeting then the members may choose one of their number to be Chairman of the Meeting.

55. The Committee may delegate any of its powers to sub-committees consisting of such member or members of the Committee as they think fit; any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Committee.

56. A sub-committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.

57. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes, the Chairman shall have a second or casting vote.

58. All acts done by any meeting of the Committee or of a sub-committee or by any person acting as a member of the Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Committee or person acting as aforesaid, or that the members of the Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Committee.

59. A resolution in writing signed by all the members of the Committee for the time being entitled to receive notice of meeting of the Committee, shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Committee.

SEAL

60. The Committee shall provide for the safe custody of the seal which shall only be used by the authority of the Committee or of a sub-committee of members of the Committee authorised by the Committee in that behalf and every instrument to which the seal is affixed shall be signed by a member of the Committee and shall be countersigned by the Secretary or by a second member of the Committee or by some other person appointed by the Committee for that purpose.

ACCOUNTS

61. The Committee shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance-sheet (including every document

required by law to be attached thereto) accompanied by a copy of the Auditors report thereon as required by the Act provided however, that the Committee shall cause to be made out and laid before each annual general meeting a balance-sheet and profit and loss account made up to a date not more than three months before the date of the meeting.

62. The Committee shall from time to time determine in accordance with Clause 9 of the Memorandum of Association at what times and places and under what conditions or regulations the accounting and other records of the Club shall be open to the inspection of members not being members of the Committee and no member (not being a member of the Committee) shall have any right of inspecting any account or book or paper of the Club except as conferred by statute or by Clause 9 of the Memorandum of Association or authorised by the Committee or by the Club in general meeting.

AUDIT

63. A properly qualified Auditor or Auditors shall be appointed and his or their remuneration fixed and duties regulated in accordance with Sections 9, 165, 166 and 167 of the Act and Clause 9 of the Memorandum of Association.

NOTICES

64. A notice may be given by the Club to any member either personally or be sending it by post to him at his registered address or (if he has no registered address within the State of Queensland) to the address, if any, within the State of Queensland supplied by him to the Club for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting an envelope containing the notice and to have been effected and served on the day after the date of its posting.

65. (1) Notice of every general meeting shall be given in any manner hereinbefore authorised to:

(a) Every member except those members who (having no registered address within the State) have not supplied to the Club an address within the State for the giving of notices to them; and

(b) The auditor or auditors for the time being of the Club.

(2) No other person shall be entitled to receive notices of general meetings.

WINDING UP

66. The provisions of Clause 8 of the Memorandum of Association relating to the winding up or dissolution of the Club shall have effect and be observed as if the same were repeated in these regulations.

INDEMNITY

67. Every member of the Committee, Auditor, Secretary and other officer for the time being of the Club shall be indemnified out of the assets of the Club against any liability arising out of the execution of the duties of his office which is incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence default breach of duty or breach of trust.

We the several persons whose names are subscribed being subscribers to the Memorandum of Association hereby agree to the foregoing Articles of Association.

Names, Addresses and Descriptions of Subscribers

MALCOLM BEARD
23 Tasker Avenue,
CAMPSIE N.S.W. 2194

Professional Pilot

ROBERT STEWART TAIT
C/- Royal Queensland Aero Club,
Archerfield Aerodrome,
ARCHERFIELD Q. 4108

Professional Pilot

LIVIA GAY FROST
9 Harte Street,
CHELMER Q. 4068

Computer Sales Representative

RICHARD JOHN TERRY
17 Valencia Way,
SLACKS CREEK Q. 4127

Manager

BARRY IAN HEMPEL,
9 Harte Street,
CHELMER Q. 4068

Professional Pilot

PETER RICHARD LARSEN
11 Joanna Street,
CLONTARF Q. 4019

Articled Clerk

LARRY COCKRAN
352 Given Terrace,
PADDINGTON Q. 4064

Industrial Chemist

ALLAN DUNBAR
47 Muriel Avenue,
MOOROOKA Q. 4105

Professional Pilot

DAVID BRAUNACK
15 Victoria Avenue,
CHELMER Q. 4068

Audio Visual Assistant

Names, Addresses and Descriptions of Subscribers

Malcolm Beard. 23 Tasker Ave Campsie N S W.
Professional Pilot.

Sivia May Frost 9 Hartt Street, Chelmer 4068 Computer Sales Representative
Richard John Terry, 17 Valencia Way, Slacks Creek, 4127. Manager.
Robert Stuart Hart.
c/- Royal Queensland Aero Club.
P.O. Box 41
Archerfield 4018
Professional Pilot.

Barry Ian Hengst 9 Hartt St Chelmer.
SCPL Pilot
Peter Richard Lawson 11 Joanna St Chelmer 4068
Articled Clerk
Harry Carlson 352 GIVEN TERRACE, PADDINGTON. 4064.
INDUSTRIAL CHEMIST
Allan Dunbar. 47 MORLEC AVE., MOOROOKA 4105
PROFESSIONAL PILOT.
David Brannagh 15 VICTORIA AVE., CHELMER 4068
AUDIO VISUAL ASSISTANT

DATED this 30th day of October 1981

Witness to the above signatures:

111 Coronation Street Redcliffe 4020

REGISTERED in the office of the Commissioner for Corporate Affairs,

at Brisbane this day of 19

No. of 19

COMMISSIONER FOR CORPORATE AFFAIRS