

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**HONG KONG MODEL ENGINEERING CLUB
LIMITED**

(香港機械模型會有限公司)

Incorporated the 11th day of November, 1969.

HONG KONG

No. 0018763

[COPY]

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that

HONG KONG MODEL ENGINEERING CLUB LIMITED

(香港機械模型會有限公司)

**is this day incorporated in Hong Kong under the
Companies Ordinance (**Chapter 32**), and that this
Company is limited.**

Issued by the undersigned on 11th day of November, 1969.

(Sd.) STEPHEN C. N. LO
Solicitor,
Hong Kong.

THE COMPANIES ORDINANCE (Chapter 32)

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION

OF

HONG KONG MODEL ENGINEERING CLUB LIMITED

(香港機械模型會有限公司)

First:— The name of the Company is "HONG KONG MODEL ENGINEERING CLUB LIMITED (香港機械模型會有限公司)" (hereinafter referred to as "the Club").

Second:— The registered office of the Company will be situated in Hong Kong.

Third:— The objects for which the Company is formed are :—

- (a) To promote and develop interest in Model Engineering Building of all kinds made of whatever materials throughout Hong Kong.
- (b) To acquire, build, alter, adapt, construct, repair, uphold, maintain and furnish a club-house or club-houses, and all other buildings necessary or convenient for the accommodation of the members of the Club and their friends and generally to afford to them all the usual privileges, advantages, conveniences and accommodation of a club.
- (c) To foster and promote closer relationship and better understanding among the members of the Club.
- (d) To buy or take on hire, make or provide furniture, utensils, linen, glass, china, plate, books, papers, periodicals, stationery and all other things commonly or conveniently used in connection with a club.
- (e) To buy, provide, make and sell meals, food, drinks, liquors, tobacco, cigars, cigarettes, and all other things commonly consumed in a club.

- (f) To provide all things necessary for billiards, cards and other games and for musical, dramatic and other social entertainments.
- (g) To acquire by purchase, lease or otherwise any lands, buildings, easement or property which may be requisite for the purpose of, or capable of being conveniently used in connection with any of the objects of the Club provided that in case the Club shall desire to purchase or acquire land in Hong Kong it shall acquire or purchase such land in accordance with the provisions of the Companies Ordinance.
- (h) To purchase, hold, use, sell, assign, transfer, mortgage, pledge, discount and in any other manner to deal with or in or dispose of any precious or semiprecious metals, alloys, stones, diamonds, lubricants and any other forms of minerals and all forms of materials necessary for the manufacture of model aeroplanes, boats, cars and hovercraft and model machines of all kinds capable of being flown in the air and used on land or sea. AND to do any other acts or things for the preservation, protection, improvement or enhancement of the value of such things.
- (i) To manufacture, deal in hire, store and warehouse, all engines, machinery, implements, utensils, appliances, apparatus, lubricants, fuels, cements, solutions, enamels, paints and all things capable of being used in connection with model engineering whether in connection with the manufacture, repair, maintenance or working thereof.
- (j) To construct and maintain fields, tracks or any surface together with all necessary or suitable buildings for the operation thereof whether such operation be commercial or by way of experimental research.
- (k) To engage in all or any of the aforementioned activities in Hong Kong and as principals or agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (l) To promote and hold either alone or jointly with any other association, club or persons, meetings, balls and matches and all kinds of sports and pastimes, and to offer, give or contribute towards prizes, medals and awards therefor and to promote, give or support dinners, balls, concerts and other entertainments.
- (m) To invest and deal with moneys of the Club not immediately required upon such securities and in such manner as may from time to time be determined.
- (n) To borrow or raise and give securities for money by the issue or upon bonds, debentures, debenture stock, bills of exchange, promissory notes or such obligations or securities of the Club, or by mortgage upon all or any part of the property of the Club.
- (o) To do all such other lawful things as are or appear to the Club to be incidental or conducive to the above objects or any of them.

Fourth:— The liability of the members is limited.

Fifth: — Every member of the Club undertakes to contribute to the assets of the Club in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Club contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding ten dollars.

We, the several persons whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers

CHEANG KOON YANG
Room 601 Pedder Building,
Hong Kong.
Merchant.

KWOK WAI CHIU
No. 97B, Robinson Road,
7th Floor,
Hong Kong
Merchant

SIU CHUEN
No. 67, Robinson Road,
2nd Floor, Flat B,
Hong Kong,
Engineer.

FU YAM CHI
505 Fu House
No. 7 Ice House Street,
Hong Kong.
Merchant.

Names, Addresses and Descriptions of Subscribers

CHAN SHU FAN

Flat "D" Kiu Wang Mansions,
16th Floor, Waterloo Hill,
Kowloon.
Merchant

TSE CHEE KI

3A Carrie Court,
22 Man Fuk Road,
Kowloon,
Technician.

TSUI LUN KWONG

2201 International Building, 22nd Floor,
141 Des Voeux Road Central,
Hong Kong,
Merchant.

Dated the 6th day of November, 1969.

WITNESS to the above signatures:

(Sd.) STEPHEN C. N. Lo
Solicitor,
HONG KONG.

THE COMPANIES ORDINANCE (Chapter 32)

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

HONG KONG MODEL ENGINEERING CLUB LIMITED

(香港機械模型會有限公司)

1.1 In these Articles Table C in the First Schedule to the Ordinance does not apply and, unless the context otherwise requires:

Definitions

"Annual General Meeting" means the yearly general meeting of the Full Members whose name was entered in the Club's Register of Members;

"Articles" means these Articles of Association;

"Chairman" means the Chairman of the Club;

"Club" means the Company named in the heading to these Articles;

"Committee Member" means a member of the Management Committee;

"Corporate Member" means a Person (other than an individual nature person) whose name has been entered into the Register of Members as a corporate member;

"Extraordinary General Meeting" means a general meeting of the Full Members specially summoned under these Articles;

"Full Member" shall mean a person whose name has been entered into the Register of Members as a full member. For avoidance of doubt, only a natural person can be a Full Member;

"General Meeting" means a general meeting of the Full Members of the Club whether annual or extraordinary;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Honorary Member" means a person whose name has been entered into the Register of Members as an honorary member. For avoidance of doubt, a Corporation can never be a Honorary Member;

"Management Committee" means the Management Committee of the Club;

"Members" means members of the Club and whose names have been entered into the Register of Members irrespective of categories;

"Non-flying Member" means a person whose name has been entered into the Register of Members firstly as a Full Member then, as requested by that Full Member, for his name to be entered instead as a non-flying member;

"Office" means the registered office or the correspondence office of the Club;

"Ordinance" means the Companies Ordinance of Hong Kong, and any statutory modification thereof;

"Overseas Member" means the person whose name has been entered into the Register of Members as an overseas member. For avoidance of doubt, only a natural person can be an Overseas Member;

"Secretary" means the Honorary Secretary of the Club for the time being;

"Person" means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity;

"Register of Members" shall mean the register of all Members of the Club and contains sub-registers of Members in different categories;

"Rules" means any rule for the time being in force and made pursuant to Article 15 hereof;

"Treasurer" means the Honorary Treasurer of the Club for the time being;

"Voting Member" means a Full Member who at the relevant time does not owe the Club any outstanding payment, including annual subscription fee or entrance fee and is entitled to vote at a General Meeting under in accordance with these Articles ;

"Youth Member" means an individual whose name has been

entered into the Register of Members as a youth member and who was under the age of 18 at the time of such entry;

and

1.2 In the Articles:

- (a) words importing the singular number include the plural number and vice versa;
- (b) words importing the masculine gender only shall include the feminine gender;
- (c) references to writing shall include typewriting, printing, photography facsimile, electronic record and other modes of representing or reproducing words in a legible form;
- (d) subject as aforesaid any words or expressions defined in the Ordinance in force at the date when these Articles are subscribed or adopted shall bear the same meanings in these Articles.
- (e) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;
- (f) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (g) headings are inserted for reference only and shall be ignored in construing these Articles.

2. The number of Members of the Club shall be unlimited.

Number of members

3. The Register of Members consist of the following categories:

Different categories of Membership

- (a) Full Member;
- (b) Non-Flying Member;
- (c) Youth Member;
- (d) Corporate Member;
- (e) Honorary Member; and
- (f) Overseas Member;

4. A Full Member shall be an individual attaining or over the age of eighteen and is generally residing in Hong Kong. A Full Member shall be entitled to be present at all General Meetings and, if such Full Member does not owe any money (including Annual Fee) to the Club at the time of voting according to the latest available

financial accounts of the Club thereby attaining the status as a Voting Member described hereinabove, to vote at a General Meeting .

5. A Non-Flying Member is a Full Member who has voluntarily applied to, and has been subsequently approved by, the Management Committee, to have his name registered as a "Non-Flying Member" in the Register of Members. "Non-flying Member" shall have no right to vote at any General Meeting until such member re-state his membership status as Full Member by application to the Management Committee, and approval of such application would be at the absolute discretion of the Management Committee.
6. Any individual under the age of 18 will only be considered by the Management Committee to be admitted as a Youth Member if he is an active modeler and a Full Member undertakes to the Club to supervise such individual's behavior.
7. A Youth Member may, upon attaining the age of 18, apply to the Management Committee, to change his membership to a Full Member. Upon such application, the Management Committee may consider changing the status of that Youth Member to a Full Member status, and the Management Committee may request such Youth Member to pay a fee as condition for the transfer of membership to Full Member shall the Management Committee deemed fit. Any Youth Member who applied for change of membership to a Full Member shall continue to be treated as a Youth Member pending the Management Committee's decision for his change application, notwithstanding he had attained the age of 18 at that time. Whether a Youth Member may be changed to a Full Member shall remain the absolute discretion of the Management Committee.
8. A Corporate Member is a corporation who applied to be member of this Club. Each Corporate Member may nominate one person as nominee who shall enjoy all the rights as a Full Member of the Club. The application to nominate a person as nominee, or any subsequent change, by Corporate Member must be made to the Management Committee who shall retain the absolute discretion to approve or reject such application
9. The Management Committee may at its absolute discretion appoint such distinguished persons and on such terms as the Management Committee may from time to time decide as Honorary Members. Honorary Members shall have no right to vote at any General Meeting.
10. An Overseas Member is a person who is not ordinarily resides in Hong Kong who applied and was accepted by the Management Committee to be an Overseas Member of the Club. Overseas Member shall have no right of presence or to vote at any General

Honorary Membership

Meeting.

11. For avoidance of doubt, only Full Members are entitled to be present and, subject to attaining the status of Voting Members, vote at General Meetings as of right. All other types of members (including Non-Flying Members, Youth Members, Corporate Members, Overseas Members and Honorary Members) shall have no right to be present or vote at General Meetings. Only Voting Members have a right to tender proposals for resolution at General Meetings and have a right to be heard thereat.

Admission

12. Admission to membership of the Club shall be governed by these Articles:

Admission

- (a) Any active model engineering maker or any Person interested in model engineering activities may apply for membership of the Club by submitting in writing such form of application and in such manner as the Management Committee may prescribe from time to time. The mode, conduct and procedure relative to admission of membership of the Club shall be set forth in Club Rules determined from time to time by the Management Committee.
- (b) The Management Committee shall from time to time determine at its absolute discretion the number of Persons to be admitted in each category of membership of the Club.
- (c) The Management Committee shall have the absolute discretion in accepting or rejecting any application for membership of the Club.
- (d) Upon acceptance of a Person's application by Management Committee, he shall be bound by the applicable Rules and shall be required to pay the applicable fees within the time prescribed by the Management Committee.

Management Committee

13. The business and affairs of the Club shall be managed by a Management Committee composed of Chairman, Secretary, Treasurer and a minimum of two or maximum of twelve other Full Members whose names are included and remained in the Register of Members for at least one year, and may exercise all such powers of the Club as are not required by the Ordinance or by these Articles to be exercised by the Club in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Ordinance and to such regulations, being not inconsistent with the aforementioned regulations or provisions, as may be prescribed by the Club in General Meeting; but no regulation made by the Club in General Meeting shall invalidate

any prior act of the Committee Members which would have been valid if that regulation had not been made.

14. Without derogating from the general powers contained in Article 13 the Management Committee shall, subject to the Articles or the Rules, have full and absolute power to purchase, sell and deal in investments for furthering the interests of the Club as they see fit and proper and engage in all the activities provided for by the Club's Memorandum of Association.
15. The Management Committee shall hold a meeting at such time and in such place as the Chairman shall deem fit.
16. The Management Committee shall have power from time to time to make, alter, amend and repeal all or any Rules as they may deem necessary or appropriate for the carrying out of the objectives of the Club and/or the proper management of the Club and for regulating the conduct of the Members as a whole and Members in each category, including but not limited to rules with respect to:
 - (a) any or all activities held by or under control of or in connection with the Club;
 - (b) the lending, hiring or letting of any of the properties and facilities of the Club to any Members or other Persons and the charging of fees therefor;
 - (c) the opening and closing time of the Premises of the Club or any part thereof;
 - (d) the admission of Members, Members' guests and other visitors to, and their control and conduct in, the Premises of the Club;
 - (e) the conduct of Members and visitors of the Club in relation to one another;
 - (f) the imposition of fines or other penalties for the breach of any of the Rules;
 - (g) the prescription of the form of notice to be given to a Member under Articles 31(a), 31(b), and 31(c);
 - (h) the mode, conduct and procedure relative to the election of Members;
 - (i) the procedure to be adopted at the Meetings of the Management Committee other than those already set out in these Articles
 - (j) the quorum and composition of any subcommittee to be established by the Management Committee and the powers to be delegated or vested therein and the procedures to be followed by any such subcommittee other than those already set out in these Articles;
 - (k) the dates up to which accounts of the Club shall be made up and dispatched;
 - (l) regulation of Corporate Members and their respective registered nominees; and
 - (m) such other matters as are commonly the subject matter of the

Club Rules as the Management Committee shall consider appropriate.

17. The Management Committee shall adopt such means as they shall deem sufficient to bring to the notice of Members all or any or the Rules and any amendments and repeals thereof.

18. No Rules shall be inconsistent with nor shall they affect nor repeal anything contained in the Memorandum of Association or these Articles, and any Rules may be repealed or amended by either a simple majority resolution at a Management Committee Meeting or by an ordinary resolution at a General Meeting.

19. The Committee Members shall be such Full Members as the Voting Members shall elect at an Annual General Meeting.

*Election to Management
Committee*

20. The Chairman, Secretary and Treasurer shall be elected by the Voting Members amongst the newly elected Committee Members at an Annual General Meeting at the end of each four (4) years' term of office.

21. Each of the Committee Members shall hold office for a period of four (4) years and thereafter each of them shall be eligible for re-election.

22. Election of the Committee Members as well as the Chairman, Secretary and Treasurer shall be by an ordinary resolution of the Voting Members either present in person or by proxy at an Annual General Meeting.

23. Any Committee Member (including the Chairman, Secretary and Treasurer) shall be vacated from his office if he:-

- (a) if he ceases to be a Member;
- (b) if he resigns his office in writing to the Club;
- (c) if he is removed from his office by an ordinary resolution passed at a General Meeting;
- (d) if he becomes bankrupt or makes any composition or arrangement with his creditors generally;
- (e) if he is found lunatic or becomes of unsound mind; and
- (f) if he is directly or indirectly interested in any contract with the Club and fails to disclose the nature of his interest in the manner required by the Ordinance.

24. The quorum necessary for transaction of business of the Management Committee shall be the Chairman, or if the Chairman is not available the Treasurer or if both the Chairman and the Treasurer are not available the Secretary, together with two other Committee Members.

Quorum

25. Unless otherwise agreed by all Committee Members, any resolution shall be passed at the Management Committee

meeting by a simple majority vote. Each Committee Member shall have one vote.

26. Subject to the provisions of the Memorandum of Association a Committee Member shall not vote in respect of any contract in which he is interested or any matter arising thereof, and if he does so vote his vote shall not be counted.

27. The continuing Committee Members may act notwithstanding any vacancy in their body. The continuing Committee Members shall have power to appoint any Member to be a Committee Member to fill any such vacancy as aforesaid and such Member shall hold office until the next Annual General Meeting.

Vacancies

28. In the event that any sub-committee(s) being formed in the Club to deal with certain matters and activities of the Club, the Secretary of the Management Committee or his delegate shall be an ex-official member of all such sub-committees.

Membership

29. The amount of entrance fee and the annual subscription fee of each category of Members shall be fixed by an ordinary resolution of the Voting Members at the Annual General Meeting.

Resignation of Members

30. Any Member may resign from membership of the Club on giving not less than thirty (30) days (but not more than 40 days) written notice to Management Committee and such resignation shall be effective on the elapse of the said period.

Termination of Membership

31. (a) If a Committee Member, executive or official of the Club or any Member has reason to believe that any other Member or guest for whom such Member is responsible has committed a breach of any of the Rules or any act which is detrimental to the interests or reputation of the Club, he shall report the matter to the Secretary as soon as practicable and the Secretary may, having considered the materiality of the matter complained of, give notice in writing (“Complain Notice”) to the Member concerned (“Responsible Member”) informing him of such alleged breach or detrimental act and request him to make a written reply and to set forth any mitigation factors within fourteen days from the date of the Complain Notice. The Secretary may, after the expiry of such fourteen days and after considering any written reply made by the Responsible Member, refer the matter of the complaint and any written reply received from the Responsible Member to the Management

Expulsion of members

Committee which may proceed to consider the matter under the provisions of Articles 31(d) and 31(e).

- (b) If in the opinion of a Committee Member or any executive or official of the Club a Member or his guest has caused any noise, uproar or disturbance or committed any ungentlemanly or improper conduct or any other act detrimental to the interest of the Club, the Committee Member, executive or official shall have the power to immediately require or evict such problem-causing Member and/or his guest from the Premises of the Club. The Committee Member, executive or official concerned shall as soon as practicable report the incident to the Secretary who may thereupon take action under Article 31(a).
- (c) If in the opinion of the Management Committee:
 - (i) Any Member shall have infringed any of the provisions of these Articles of Association or any of the Rules; and/or
 - (ii) Any Member shall have behaved or committed any act which in the opinion of the Management Committee renders him unfit for membership of the Club or is detrimental to the interests, character or reputation of the Club,such Member may be expelled from the Club and shall cease to be a Member or may be reprimanded or suspended from membership or from any of the privileges of a Member for such period as the Management Committee shall see fit.
- (d) The Management Committee may establish one or more Disciplinary Committees consisting of not less than one Committee Member and two Full Members. Such Disciplinary Committees shall be constituted for the purposes of enquiring into the matters referred to in Articles 31(a), 31(b), or 31(c) and the Management Committee may delegate to such Disciplinary Committees the powers conferred upon them by Articles 31(a), 31(b), and 31(c).
- (e) A Disciplinary Committee having the cognizance of a matter in accordance with the aforementioned provisions may exercise all or any of the powers conferred upon the Management Committee of the Club under the provisions of Articles 31(a), 31(b), and 31(c) and the decision of such Disciplinary Committee shall be deemed for all purposes to be the decision of the Management Committee.
- (f) The Management Committee may make rules to regulate matters relating to the Disciplinary Committees such as the allocation of disciplinary proceedings, enforcement of penalties imposed and provisions for appeals from decisions of the Disciplinary Committees. Notwithstanding the power to alter the Rules contained in Article 16 such Rules shall require that the Member concerned shall be afforded the right to appear before the

Disciplinary Committee and that 21 clear days' notice of the time and place of the meeting of the Disciplinary Committee shall be given the right to be heard if he elects to attend.

- (g) The Management Committee may at its discretion to decide whether or not to permit a Member to be legally represented before a Disciplinary Committee and such discretion of the Management Committee shall be absolute and final.

Members' Dues

32. All dues *and fees* from Members must be paid on or before the 15th April each year, the financial year of the Club being from 1st April of one year to the 31st March of the following year.

Payment of dues and financial year

33. Any Member who has not paid his dues/ fees in accordance with Article 32 shall be notified by the Treasurer in writing and thereafter referred to the Management Committee.

Treasurer shall notify defaulting member

34. Upon such notice being served the defaulting Member must settle all outstanding debts within 30 days from the date of the notice failing which the Management Committee shall act in accordance with Article 33 or in any other way they may think fit.

Action by Management Committee against defaulting member

Financial Matters

35. (a) The Treasurer shall be responsible for books of account showing full particulars for all monies belonging to the Club. He shall keep proper books of account showing full particulars for all receipts and payments throughout his terms of office. All such moneys, books and records are deemed the property of the Club and any Full Member may, on a written request to the Management Committee stating his reasons, be shown such moneys books and records.

Responsibility of Treasurer

(b) All payments are to be made by cheque or cash as is convenient to the Treasurer. Cheques must be signed by any two of the three following office bearers, namely Chairman, Secretary and Treasurer.

Mode of Payment

Management Committee shall have power to invest

Report and Balance Sheet

36. Seven (7) days clear at least before the Annual General Meeting, a copy of the Balance Sheet together with a copy of Report signed by a qualified accountant or accountants shall be delivered to every Full Member of the Club at the Member's address as appearing on the record of the Club.

Delivery of Report and Balance sheet

General Meetings

37. Full Members are entitled to be present at any General Meeting, but only Voting Members are entitled to vote at any General Meeting. Non-Flying Members, Youth Members, Overseas Members, Corporate Members or Honorary Members shall have no right to be present, no right to be heard, and no right to vote at any General Meeting.

Annual General Meeting

38. An Annual General Meeting of Members of the Club shall be convened and held by the Management Committee once in every calendar year and at such place as may be decided by the Management Committee. The only business to be conducted at the Annual General Meeting shall be:-

- (a) to receive the report of the Management Committee covering the activities of the Club during the preceding year;
- (b) the adoption of the audited Accounts;
- (c) the election of the Management Committee;
- (d) the appointment of Auditors;
- (e) the fixing of the annual subscription fee of each category of Members and Entrance Fee;
- (f) any other business of which notice in writing has been given to the Management Committee not less than 14 days prior to the date of meeting in the case of proposing an ordinary resolution, or not less than 21 days prior to the date of meeting in the case of proposing a special resolution.

39. All General Meetings other than the above shall be called Extraordinary General Meetings. The Management Committee may at any time for any special purpose convene an Extraordinary General Meeting and they shall also do so forthwith upon the requisition in writing of not less than 5 Voting Members stating the purpose for which meeting is required. If Management Committee fails within 14 days to send out notices convening the said meeting the said 5 Voting Members may themselves convene the meeting providing that their power to do so shall lapse if not exercised within two months from the date of the said requisition.

Other Meetings

40. 5 Voting Members present in person with 2 of them must be the Chairman, Honorary Treasurer or Honorary Secretary, or 15% of the total number of Voting Members by proxy, shall constitute a quorum for General Meetings.

Quorum

41. 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 the Voting 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, and if at that adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a

No Quorum

quorum.

42. The Chairman may with simple majority of 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 ten 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.

Adjournment

43. The Chairman shall preside as chairman at every General Meeting. If, at any meeting the Chairman shall not be present within fifteen minutes after the time appointed for holding the meeting, or if he shall have previously notified the Club of his intention of not being present, one of the Committee Member shall preside as the chairman of the meeting, or if no Committee Member is present or willing to take the chair, the Voting Members present shall choose one of their member to be the chairman of the meeting.

Chairman

Notices

44. The period of notice for General Meetings shall be as follows:-

Special Resolutions and Ordinary Resolutions

- (a) For General Meetings at which special resolutions are to be proposed.....21 days
- (b) For all other General Meetings 14 days

45. The accidental omission to give notice of a meeting or the non-receipt of notice of a meeting by any Voting Member shall not invalidate the proceedings at any meeting.

46. Any Voting Member may appoint another Voting Member to act as his proxy. The proxy shall be in writing and may be limited by its terms to any given purpose or for any given meeting and until provided otherwise by the Rules need not be a formal document. Save where the proxy itself otherwise provides it shall confer on the person named therein power to vote on the appointor's behalf and in particular shall confer the appointor's right to vote on a show of hands. Proxies shall be deposited with the Management Committee prior to the meeting at which they are to be used or in the case where proxies are to be used for the purpose of voting on the admission of a new Member they shall be produced to the Management Committee with the votes expressed by the holders.

Proxies

47. Votes may be given either personally or by proxy both in the case of a show of hands and on a poll. Voting shall be by show of

Voting

hands, unless (before or on the declaration of the result of the show of hands) a poll be demanded by the Chairman or by at least one-third of the Voting Members personally present, and a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book 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, that resolution.

48. On a poll each Voting Member whether in person or by proxy shall have one vote.
49. A poll shall be taken in such manner and at such time (not being more than 36 hours after the demand) as the Chairman directs.

The Seal

50. The seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Management Committee and in the presence of at least three Committee Members who shall sign every instrument to which the seal is so affixed in the presence of one another.

Audit

51. Auditors shall be appointed and their duties regulated in accordance with Sections 131, 140 and 141 of the Ordinance.

Auditors

Indemnity

52. Every Committee Member, executive or official of the Club shall be indemnified out of the funds of the Club against all liability and /or expenses incurred by him in defending any proceedings, whether civil or criminal, in relation to any of his act or omission committed by him on behalf of the Club as such Committee Member, executive or official.

Interpretation

53. Any question as to the interpretation of the Rules shall be left to the Management Committee whose decision shall be final and binding.

Liability of Committee Members, Executives and Officials

54. No Committee Member, executive or official of the Club shall be liable for (a) any act, omission, negligence or default of any other Committee Member, executive or official, (b) any loss or expense incurred by the Club due to the insufficiency or deficiency of title to any property acquired by order of the Management Committee for or on behalf of the Club, (c) the

insufficiency or deficiency of any security in or upon which any of the moneys of the Club shall be invested, (d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects of the Club shall be deposited, (e) any loss occasioned by error of judgment, omission, default or oversight on his part, or (f) any other loss, damage or misfortune whatever which shall happen in the execution of his office or in relation thereto, unless such act, omission, damage, loss expense, insufficiency or deficiency was committed or incurred due to his own willful default or dishonesty.

No distribution of dividends

55. The Club must apply its revenue, profits or other income, if any, in promoting the sport of aeromodeling. Any payment of dividend to its members is strictly prohibited.

Winding Up

56. If upon the winding up of the Club there remains, after the 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 amongst its or their members to an extent at least as great as is imposed on the Club under or by virtue of Clause - hereof, such institution or institutions to be determined by the members of the Club before the time of dissolution and in default thereof by a Judge of the High Court of Hong Kong having jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

Names, Addresses and Descriptions of Subscribers

CHEANG KOON YANG
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Merchant.

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Hong Kong,
Merchant.

Dated the 6th day of November, 1969.

WITNESS to the above signatures:

(Sd.) STEPHEN C.N. LO
Solicitor,
HONG KONG