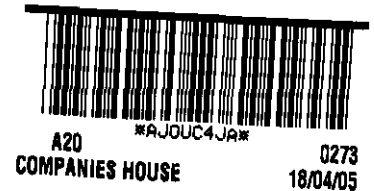


THE COMPANIES ACT 1948



COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
THE NORTHUMBRIA GLIDING CLUB LTD

1. The name of the Company (hereinafter called "the Association") is "THE NORTHUMBRIA GLIDING CLUB LIMITED".
2. The registered office of the Association will be situated in England.
3. The objects for which the Association is established are:-
 - (a) To carry on a club in connection with gliding, soaring and aviation; **the purposes of the Club are to promote the amateur sport of Gliding in Northumbria and community participation in the same**; and to arrange and hold exhibitions and competitions, and to provide and confer trophies, prizes and rewards in connection therewith; to construct and provide building and all other usual or desirable accommodation and conveniences *for use and accommodation of members and others permitted to use such accommodation and conveniences.*
 - (b) To raise money by subscription, entrance fee and otherwise.
 - (c) To acquire, provide and maintain, equipment, airfields, aerodromes, garages, hangars, sheds, landing grounds, racing and testing grounds, houses, offices and other accommodation, for, or in relation to conveyances and vehicles of every kind.
 - (d) To carry on business as aeronautical experts and consultants, and as manufacturers and repairers of, and dealers in gliders, aeroplanes, helicopters, hovercraft, parachutes, and other machines or apparatus designed for aerial sport or transit; motor cars, motor cycles and vehicles generally, conveyances of every description, and all accessories and spare parts and components thereof.
 - (e) To carry on business as restaurant and café proprietors, licensed victuallers, hotel and inn proprietors, storage contractors, carriers of passenger and goods haulage contractors, and aeronautical, motor, mechanical, electrical and general engineers.
 - (f) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association.
 - (g) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.
 - (h) To undertake and execute any charitable trusts which may lawfully be undertaken by the Association and may be conducive to its objects.

- (i) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (j) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (k) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (l) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that:-

- (i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
 - (ii) The Association shall not support with its funds any object, or endeavour or impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Association would make it a Trade Union.
 - (iii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science, the Association shall not sell, mortgage, charge or lease the same without such authority approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglect and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no corporation had been effected, and incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Secretary of State for Education and Science over such Council of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.
4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association. **All surplus income or profits are re-invested in the Club. No surpluses or assets will be distributed to members or third parties;** provided that nothing herein shall prevent the payment, on good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest on money lent at a maximum rate which from time to time may be determined at a General Meeting, or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Council or Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association 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 Association; 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 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 any such payment.

5. The liability of the members is limited.
6. Every member of the Association undertakes to contribute to the assets of the Association, 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 Association 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 as may be required not exceeding £10.
7. If upon the winding up or dissolution of the Association 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 Association. **Upon dissolution of the Club, any remaining assets shall be given or transferred to another registered Community Amateur Sports Club, a registered charity or the British Gliding Association (the sport's governing body),** 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 Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance to this Memorandum of Association.

Names and Addresses of Subscribers - 4 April 1967:

Eric Gilroy Bousfield
264 Wingrove Road
Newcastle upon Tyne

Allan Cawthorn
The Chalet
Painshawfield Road
Stocksfield
Northumberland

David Alexander Wilson
23 Dene Crescent
Holburn Dene Estate
Ryton
Co Durham

Robert Cawthorn
"Byways"
Cade Hill Road
Stocksfield
Northumberland

Allen Brown
16 Fife Terrace
Blackhall Mill
Hamsterley Colliery
Newcastle upon Tyne

Dennis Simpson Driver
32 Caldwell Road
Newcastle upon Tyne

Donald Welsh
14 Brandon Road
North Shields

Donald Reynell Barr-Wells
41 Holly Avenue
Jesmond
Newcastle upon Tyne

Thomas Earle Ruffin
7 Clifton Terrace
South Shields
Co Durham

Philip Ward Lever
Woodend
The Cross
Ryton
Co Durham

Witness to the above signatures:

FM Williamson
87 Darras Road
Ponteland

COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

ARTICLES OF ASSOCIATION OF THE NORTHUMBRIA GLIDING CLUB LIMITED

Preliminary

1. Regulations 2 to 35 inclusive, 54, 55, 57, 59, 102 to 108 inclusive, 110, 114, 116 and 117 of Table A, shall not apply to the company but the articles hereinafter contained and, subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the articles of association of the company.

Interpretation

2. In regulation 1 of Table A, the definition of "the holder" shall be omitted.

Members

3. The subscribers to the memorandum of association of the company and such other persons as are admitted to membership in accordance with the articles shall be members of the company. No person shall be admitted as member of the company unless he is approved by the directors. Every person who wishes to become a member shall deliver to the company an application for membership in such form as the directors require executed by him.
Membership of the Club shall be open to anyone interested in the sport on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis; The Club may have different classes of membership and subscription on a non-discriminatory and fair basis. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating; The Club Committee may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the Club or the sport of gliding into disrepute. Appeal against refusal or removal may be made to the members.
4. A member may at any time withdraw from the company by giving at least seven clear days' notice to the company. Membership shall not be transferable and shall cease on death.

Notice of General Meeting

5. In regulation 38 of Table A
 - (a) In paragraph (b) the words "of the total voting rights at the meeting of all the members" shall be substituted for "in nominal value of the shares giving that right" and
 - (b) The words "The notice shall be given to all the members and to the directors and auditors" shall be substituted for the last sentence.

Proceedings at General Meetings

6. In regulation 40 of Table A the word "seven" shall be substituted for the word "two".

7. The words "and at any separate meeting of the holders of any class of shares in the company" shall be omitted from regulation 44 of Table A.
8. Paragraph (d) of regulation 46 of Table A shall be omitted.

Votes of Members

9. On a show of hands every member aged 18 or over present in person shall have one vote.
On a poll every member aged 18 or over present in person or proxy shall have one vote.

Directors' Expenses

10. The words "of any class of shares or" shall be omitted from regulation 83 of Table A.

Proceedings of Directors

11. In paragraph (c) of regulation 94 of Table A the word "debentures" shall be substituted for the words "shares, debentures or other securities" in both places where they occur.
12. The directors shall have the power to make and amend such rules as they in their absolute discretion think fit to regulate the membership of the company (including termination of membership) and the conduct of the normal flying activities of the company.

Minutes

13. The words "of the holders of any class of shares in the company" shall be omitted from regulation 100 of Table A.

Notices

14. The second sentence of regulation 112 of Table A shall be omitted.
15. The words "of the holders of any class of shares in the company" shall be omitted from regulation 113 of Table A.

Winding Up

16. If upon the winding up of the company 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 company, but shall be given or transferred to some other institution or institutions having charitable objects similar to the objects of the company. Such institution or institutions shall be determined by the members in general meeting at or before the time of winding-up, and so far as effect cannot be given to such provision, then directly to the British Gliding Association or its successors in title.

Amendments to Memorandum of Association and Articles of Association in **bold** agreed at the Annual General Meeting on 27 February 2005.

Names and Addresses of Board of Directors:

Donald Welsh
9 The Court
Whickham
Newcastle upon Tyne
Tyne and Wear
NE16 4HS

Ailsa Jane Cooper
26 George Street
Chester-le-Street
Co Durham
DH3 3NE

John Cameron Allan
Priestfield Stables
Burnopfield
Newcastle upon Tyne
Tyne and Wear
NE16 6AF

Gordon Dixon
15 Cottingwood Gardens
Morpeth
Northumberland
NE61 1DT

Stephen Thomas Fairley
14 Ingleside Road
North Shields
Tyne and Wear
NE29 9PB

Stephen Joseph Gooch
Fourstones
Thornley Lane
Rowlands Gill
Tyne and Wear
NE39 1AX

John Malcolm Hire
12 Mount Pleasant
Stocksfield
Northumberland
NE43 7LP

Alan Palmer Scott
4 Bygate Road
Whitley Bay
Tyne and Wear
NE25 8BN

Craig Storey
9 Briarside
Shotley Bridge
Consett
Co Durham
DH8 0AS

William Turnbull
26 Aisgill Drive
Chapel House
Newcastle Upon Tyne
NE5 1AR

David Osborne
11 Stella Hall Drive
Blaydon
Tyne and Wear
NE21 4LB

Francis McLoughlin
21 Darwin Crescent
Gosforth
Newcastle upon Tyne
NE3 4TT