

**THE COMPANIES ACT 1970
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION**

- of -

THE GANDER ROD AND GUN CLUB

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GANDER ROD AND GUN CLUB

1. The name of the Club is the Gander Rod and Gun Club.
2. The registered office of the Club will be at Gander, in the province of Newfoundland.

THE OBJECTS FOR WHICH THE CLUB IS FOUNDED ARE:

3. a. To organize, assist, promote, and actively engage in the protection, preservation and propagation of all Inland Fish, Game Animals, and all Game migratory and other birds, except those of a destructive nature, and to help in the conservation of same.
 - b. To assist in the improvement and preservation of any or all fishing rivers, ponds and lakes, and to construct, divert or close, rivers, ponds, and lakes, and to erect construction on same necessary for the protection and conservation of game fish, or to cause such construction of diversions, where same may be lawfully done and coming within the scope of the Club's activities.
 - c. To consider, prepare, and draft measures furthering the objects of the Club and to recommend their enactment by legislature, and to conduct by all suitable means the education of the public to the observance of Game Laws and Fishing Regulations and General Outdoor Safety precautions.
 - d. To co-operate, assist, join and work in conjunction with any organizations, clubs, societies, associations, or persons having objects similar in whole or in part with the objects of the Club.
 - e. To select, define, and recommend the setting apart and protection of sanctuaries, parks, and preserves for Game Life.
 - f. To promote and hold, either alone or jointly with any association, club, or persons, fishing and shooting competitions and matches, and to offer, give or otherwise contribute towards prizes, medals, awards, and to promote, give, or support dinners, balls, concerts and other entertainments.
 - g. To establish, promote or assist in establishing or promoting and to subscribe to or become a member of any association, or club whose objects are either wholly or in part, similar to the objects of this Club, provided that no subscription be paid to any such other Associations or club out of the funds of this Club except bonafide in furtherance of the objects of this Club.
 - h. To do all such other lawful things as are incidental or conductive to the attainments of the above objects.
4. The income, profits and property of the Club whensoever 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 contained shall prevent the payment in

good faith of remuneration to any officer or servants of the Club, or to any member of the Club or any other person in return for any services actually rendered, or goods delivered to the Club.

5. The fourth paragraph of this Memorandum is a condition on which a license is granted by the Provincial government under the hand of the Minister for Provincial Affairs to the Company in pursuance of Section 253 of the Companies Act.
6. If any member of the Company receives any dividend, bonus or other profit in contravention of the fourth paragraph of this Memorandum his liability shall be unlimited. Provided further that no member of the Executive Committee or governing body of the Company shall be appointed to any salaried office or office paid by fees, and that no remuneration shall be given to any member of such Executive Committee or governing body except repayment of out-of-pocket expenses and interest on money lent.
7. True accounts shall be kept of the sums of money received and expended by the Club and the matter in respect of which such receipts and expenditures 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 shall be open to inspection by members. Once at least in every year the accounts of the Club shall be examined and the correctness thereto ascertained by a competent auditor or auditors.
8. Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time he is a member or within one year afterwards, for the payment of debts and liabilities of the Club contracted before the time at which he ceased to be a member and of the costs, charges and expenses of winding up of same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding the sum of one dollar.
9. If on winding up or dissolution 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 only to other organizations which prohibit the distribution of their income and property to an extent at least as great as the prohibition on this organization.
10. The liability of the members is limited.

WE THE SEVERAL PERSONS WHOSE NAMES AND ADDRESSES ARE SUBSCRIBED ARE DESIROUS OF BEING FORMED INTO A CLUB IN PERSUANCE OF THIS MEMORANDUM OF ASSOCIATION.

NAMES	ADDRESSES	DESCRIPTIONS
John M. Patriquin	1 Read Street Gander, Nfld.	Air Traffic Controller
Hunter Gillingham	38 Fraser Road Gander, Nfld.	District Representative GMAC

Maxine Smith 4 Grey Avenue Secretary
 Gander, Nfld.

DATED the FOURTEENTH day of APRIL, 1976.

WITNESS to the signatures of the above:

_____ 146 Sullivan Avenue
 Gander, Newfoundland

Name Address

E.G. Mullins

Copy

Original papers are located in Club files

Dylan Driscoll
Secretary/Treasurer
April 15, 1997