

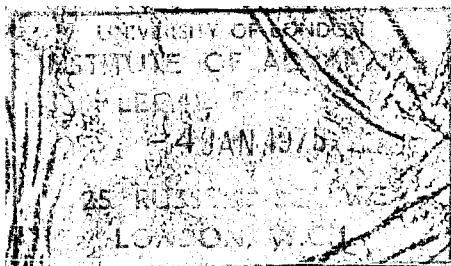
9 OF 1973

AUSTRALIAN CAPITAL TERRITORY  
THE COMPANIES ORDINANCE, 1954  
A COMPANY LIMITED BY SHARES

MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
**R. W. MILLER (Holdings)  
LIMITED**  
SYDNEY

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W. P. McELHONE & CO.  
SOLICITORS



judgment no. 9, 1974

AUSTRALIAN CAPITAL TERRITORY

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## CERTIFICATE OF INCORPORATION

No. C.L. 4197

COMPANIES ORDINANCE 1954

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THIS IS TO CERTIFY that:—

### **R. W. MILLER (HOLDINGS) LIMITED**

is incorporated under the Companies Ordinance 1954; the date of Incorporation of the said Company is the Eleventh day of June One thousand nine hundred and sixty-two; and the said Company is limited by shares.



GIVEN under my hand at Canberra this Eleventh day of June One thousand nine hundred and sixty-two.

J. D. BUTTON,  
Registrar of Companies.

AUSTRALIAN CAPITAL TERRITORY  
THE COMPANIES ORDINANCE, 1954  
A COMPANY LIMITED BY SHARES

MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
**R. W. MILLER (Holdings)**  
**LIMITED**

SYDNEY

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W. P. McELHONE & CO.  
SOLICITORS

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AUSTRALIAN CAPITAL TERRITORY  
THE COMPANIES ORDINANCE, 1954  
A COMPANY LIMITED BY SHARES

**MEMORANDUM OF ASSOCIATION**

OF

**R. W. Miller (Holdings) Limited**

1. The name of the Company is "R. W. MILLER (HOLDINGS) LIMITED."

2. The registered office of the Company will be situated at Canberra in the Australian Capital Territory or at such other place in that Territory as the Directors may from time to time determine.

3. The objects for which the Company is established are all or any one or more of the following it being intended that the objects of all or any one or more of the objects specified in paragraphs (1) to (106) inclusive of this clause shall unless where otherwise expressed in such paragraph (or where it is impossible from the nature of the object to give such construction) be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or group of paragraphs or the name of the Company and shall be capable of being pursued as an independent object either alone or in conjunction with all or any one or more of the objects specified in the same or in any other paragraph or paragraphs:—

- (1) To purchase or acquire by way of investment the issued capital of Windemere Investments Pty. Limited a Company incorporated under the laws relating to the State of New South Wales upon such terms and subject to such conditions for cash or otherwise as may be agreed.
- (2) To purchase or otherwise acquire and hold by way of investment shares stocks debentures debenture stock notes secured or unsecured bonds obligations and securities issued or guaranteed by any company government sovereign ruler commissioners public body or authority supreme municipal local or otherwise whether at home or abroad.
- (3) To acquire any such shares stocks debentures debenture stock notes secured or unsecured bonds obligations or securities by original subscription tender purchase exchange or otherwise and to subscribe for the same either

conditionally or otherwise and to guarantee the subscriptions thereof and to exercise and enforce or forbear to exercise or enforce all the rights and powers conferred by or incident to the ownership thereof.

- (4) To purchase or otherwise acquire by way of investment manage lease improve turn to account sell dispose of and deal in real and personal property of all kinds including lands buildings hereditaments vineyards stations farms cattle sheep horses stock wool produce business concerns and undertakings mortgages charges patents licenses concessions options claims and any interest in real or personal property and to carry on any business concern or undertaking so acquired.
- (5) To issue debentures debenture stock notes secured or unsecured bonds obligations and securities of all kinds and to frame constitute and secure the same as may seem expedient with full power to make the same transferable by delivery or by instrument of transfer or otherwise and either perpetual or terminable and either redeemable or otherwise and to charge or secure the same by trust deed or otherwise on the undertaking of the Company or upon any specific property and rights present and future of the Company (including if thought fit uncalled capital) or otherwise howsoever.
- (6) Upon any issue of shares debentures or other securities of the Company to employ brokers commission agents and underwriters and to provide for the remuneration of such persons for their services by payment in cash or by the issue of shares debentures or other securities of the Company or by the granting of options to take the same or in any other manner allowed by law.
- (7) To raise or borrow money to secure the payment of money owing or the satisfaction or performance of any obligation or liability incurred or undertaken by the Company in such manner as the Directors may think fit and in particular by overdrawn account at a Bank or by mortgage or charge upon the undertaking and the real and personal property of the Company or any part

thereof or by the issue at or under par or at a premium of debentures or debenture stock perpetual or terminable and with or without a trust deed charged upon all or any of the Company's property assets and undertakings present and future or by way of floating security or by two or more of those ways together or upon bills of exchange promissory notes bonds mortgages or any other securities or obligations or to borrow money without giving any security therefor and upon such terms as to priority or otherwise as the Company shall think fit in connection with any money borrowed or raised.

- (8) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures debenture stock notes secured or unsecured or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (9) To advance and lend money on assets of all kinds upon such terms as may be arranged and upon such security as the Directors may think proper or without taking any security therefor.
- (10) To deposit any moneys with any individual firm or corporation for any fixed or indefinite period and with or without any allowance of interest therefor.
- (11) To distribute among members in specie any of the property of the Company for the time being or any proceeds of sale or disposal of the whole or any part of its undertaking and property but so that no distribution amounting to a reduction of capital be made except with the sanction if any required by law.
- (12) To negotiate loans of every description.
- (13) To facilitate and encourage the creation issue or conversion of debentures debenture stock notes secured or unsecured bonds obligations shares stocks and securities and to act as trustees in connection with any such securities and to take part in the conversion of business concerns and undertakings into companies.
- (14) To purchase take on lease or in exchange or otherwise acquire and hold either with or without the surface lands of freehold leasehold or

other tenure estates collieries mines stone lime and other quarries royalties minerals grants water rights and other mining rights concessions easements and privileges ores clays marls and other properties in the Commonwealth of Australia or elsewhere.

- (15) To establish and carry on the trades or businesses of colliery proprietors coal dealers lightering iron masters quarrymen lime-burners coke manufacturers gas manufacturers distillers of bituminous substances miners smelters engineers steel converters and iron founders tinplate makers brick pipe tile saggar retort and clay goods manufacturers timber merchants and farmers in all their respective branches.
- (16) To search for work get and mine raise make merchantable buy sell and deal in coal iron ironstone clay marls brick earth and other minerals metals and substances and to manufacture or otherwise convert the same to such purposes as the Company shall think fit and particularly to work mine or contract for the working and mining for coal and other mines minerals and substances as before mentioned and for the purpose of searching for the same in upon and under any lands of which the Company may from time to time be the owners lessees or licensees or have a right of occupation.
- (17) To sell export or otherwise dispose of all or any coal coke gas or other minerals and substances as before or hereinafter mentioned and be raised from any land belonging to or taken on lease or license or occupied by the Company and to sell or otherwise dispose of the timber on any such land.
- (18) To search for inspect examine and explore work take on leases purchase or otherwise acquire lands and places which may seem to the Company capable or possibly capable of affording a supply of mineral oil and/or gases and to establish utilise and turn to account pumping stations pump lines and other works and conveniences suitable for the purpose.
- (19) To carry on the business of extracting pumping drawing transporting purifying and dealing in petroleum and other mineral oil and gases.
- (20) To construct carry out maintain improve manage work control and superintend any roads

ways tramways railways bridges reservoirs watercourses aqueducts wharves furnaces saw-mills crushing works hydraulic works electrical works factories warehouses shops and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company, and to contribute to subsidise or otherwise aid or take part in any such operations.

- (21) To search for get work raise make merchantable sell and deal in iron coal iron-stone brick-earth bricks and other metals minerals and substances and to manufacture and sell patent and other fuels.
- (22) To carry on business as manufacturers of chemicals and manures distillers dye makers gas-makers metallurgists.
- (23) To purchase charter hire build or otherwise acquire operate steam and other ships or vessels with all equipment and furniture and to employ the same in the conveyance of coal mails troops munitions of war and all types of merchandise of things of all kinds and of every description and type (including treasure) between such ports in any part of the world as may seem expedient to and acquire any postal subsidies.
- (24) To buy sell prepare for market and deliver any coal coke timber livestock meat and merchandise and produce of every description.
- (25) To carry on the business of merchants warehousemen wharfingers barge owners lightermen customs and forwarding agents underwriters and insurers of ships goods and other property ice merchants and refrigerating storekeepers.
- (26) To establish acquire undertake promote carry on in all their respective phases and branches any of the businesses of stevedores wool-dumpers proprietors of docks wharves jetties piers storers of goods and commodities of every description ships providers and dredgers.
- (27) To establish acquire undertake promote and carry on all or any of the businesses in their respective phases and branches of common carriers and of carrying on any type of transport service by land water or air of persons and property insurers of ships' goods and other property.



- (28) To engage contractors under contract of service upon such terms and conditions and with such authorities as may from time to time be deemed expedient or to engage agents upon such terms and conditions and with such authorities as may from time to time be deemed expedient to carry on for the Company any business undertaking of the Company or any phase or branch thereof and any such contractor or agent may be a person firm or corporation and any such contractor or agent may be a shareholder in the Company or otherwise interested in the property or business of the Company.
- (29) To act as agents for any person firm or corporation in conducting any business of any nature or kind whatsoever or any phase or branch of any business in any part of the world and without limiting the generality of the foregoing to act as agents or managing agents for the owners charterers or hirers or for other persons concerned engaged or interested in road transport shipping and/or airline operation.
- (30) To purchase or otherwise acquire by lease licence or any other manner whatsoever construct maintain alter adapt or reconstruct any building docks walls wharves jetties piers warehouses stores aerodromes landing strips works plant machinery structures improvements of every description and other things as may be necessary or convenient for the purpose of the Company.
- (31) To construct improve maintain develop work manage carry out or control lease purchase hire or otherwise acquire sidings bridges docks electric workshops stores aerodromes hangars air strips and other conveniences which may seem calculated directly or indirectly to advance this Company's interests and to contribute to subsidise or otherwise assist or take part in the construction improvement maintenance working management carrying out or control thereof.
- (32) To establish acquire undertake promote and carry on the businesses of garage proprietors taxi-cab omnibus motor bus cab proprietors and proprietors of other public or private conveyances however propelled job-masters livery-stable keepers horse omnibus carriage cab and

cart dealers omnibus motor bus motor coach motor carriage cab cart or other vehicle manufacturers and repairers garage coach-house and stable builders dealers in motor accessories of all kinds motor electrical and mechanical engineers horse breeders and dealers farmers graziers dealers in corn straw fodder of all kinds and saddlery and harness makers in all their respective branches.

- (33) To establish acquire undertake promote and carry on in all their phases and branches the businesses of aeroplane and airship transport and air taxi services aeroplane and airship workshop and hangar proprietors mechanics and fitters dealers in and distributors of aeroplane and airship accessories and spare parts of every description and of servicing repairing refitting maintaining outfitting furnishing improving altering and demolishing aeroplanes and airships and generally any and all other businesses which can conveniently be carried on in connection therewith.
- (34) To establish acquire undertake promote and carry on the trade or business of purchasing hiring or otherwise acquiring and making building or manufacturing preparing for market exporting importing or otherwise dealing in aeroplanes and airships railway carriages and wagons and other carriages wagons carts trucks motor vehicles of all kinds locomotives engines rolling-stock and conveyances of all kinds however propelled or moved whether for railway tramway road field air or other traffic or purposes and also rails and railways and tramway plant and all machinery materials and things applicable or used as accessory thereto and of letting or supplying any or all of the things herein specified to any railway roadway air transport and/or other companies and/or other persons from year to year or for a term of years or otherwise at annual or other rents and of repairing and maintaining same respectively whether belonging to this Company or not and of selling exchanging and otherwise dealing in the same respectively.
- (35) To establish acquire undertake promote and carry on the businesses of iron founders

mechanical engineers and manufacturers of agricultural implements and other machinery tool - makers brass - founders metal - workers boiler - makers millwrights machinists iron smiths woodworkers painters electrical engineers water supply engineers gas - makers printers and to buy sell manufacture repair convert alter let or hire and deal in machinery implements rolling-stock and hardware of all kinds and to carry on any other businesses (manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or otherwise calculated directly or indirectly to enhance the value of any of the Company's property and rights.

- (36) To carry on business as tourist agents and contractors and to facilitate travelling and to provide for tourists and travellers and promote the provision of conveniences of all kinds in the way of through tickets circular tickets sleeping cars or berths reserved places hotel and lodging accommodation guides safe deposits inquiry bureaus libraries lavatories reading rooms baggage transport and otherwise.
- (37) To carry on business as hotel keepers lodging house and restaurant keepers transport agents insurance agents and bankers.
- (38) To carry on the business of manufacturers of bricks tiles pipes pottery earthenware china and terra cotta and ceramic ware of all kinds.
- (39) To carry on the businesses of paviors and manufacturers of and dealers in artificial stone whether for building paving or other purposes.
- (40) To carry on the business of manufacturers of dealers in hirers repairers cleaners storers and warehouseers of motor cars motor cycles cycle-cars motors scooters cycles bicycles and carriages launches boats vans aeroplanes hydroplanes and other conveyances of all descriptions (all hereinafter comprised in the term "motors and other things") whether propelled or assisted by means of petrol spirit steam gas electrical animal or other power and of engines chassis bodies and other things used for in or in connection with motors and other things.

- (41) To buy sell let on hire repair alter and deal in machinery component parts accessories and fittings of all kinds for motors and other things and all articles and things referred to in clause (40) hereof or used in or capable of being used in connection with the manufacture maintenance and working thereof.
- (42) To carry on the business of garage keepers and suppliers of and dealers in petrol electricity and other motive power to motors and other things.
- (43) To carry on the business of wiredrawers tube makers galvanizers japanners annealers enamellers electro-platers and packing case makers.
- (44) To construct and establish at a dock with patent and other slips workshops buildings machinery warehouses and other conveniences.
- (45) To carry on the business of shipowners shipbuilders shipwrights tug-owners commission agents and any other businesses which can be conveniently carried on in connection with the above.
- (46) To carry on the business of brewers and maltsters in all their respective branches.
- (47) To carry on all or any of the businesses of hop merchants and growers malt factors corn merchants wine and spirit merchants and importers and distillers coopers and bottlers bottle makers bottle stopper makers potters manufacturers of and dealers in aerated and mineral waters and other drinks licensed victuallers beerhouse keepers ice manufacturers and merchants tobacconists farmers dairymen yeast dealers grain sellers and driers timber merchants finings manufacturers and isinglass merchants.
- (48) To buy sell manipulate and deal both wholesale and retail in commodities articles and things of all kinds which can conveniently be dealt in by the Company in connection with any of its objects.
- (49) To carry on the business of drapers and furnishing and general warehousemen in all its branches.
- (50) To carry on all or any of the businesses of silk mercers silk weavers cotton spinners cloth manufacturers furriers haberdashers hosiers manufacturers importers and wholesale and

retail dealers of and in textile fabrics of all kinds milliners dressmakers tailors hatters clothiers outfitters glovers lace manufacturers feather dressers boot and shoe makers manufacturers and importers and wholesale and retail dealers of and in leather goods household furniture ironmongery turnery and other household fittings and utensils ornaments stationery and fancy goods dealers in provisions and other articles of commodities of personal and household use and consumption and generally of and in all manufactured goods materials provisions and produce.

- (51) To carry on all or any of the businesses of undertakers saddlers house decorators sanitary engineers electrical engineers and contractors in all their branches gasfitters land estate and house agents builders contractors auctioneers cabinet makers upholsterers furniture removers owners of depositories storekeepers manufacturers of and dealers in hardware jewellery plated goods perfumery soap and articles required for ornament recreation or amusement gold and silversmiths booksellers dealers in musical instruments manufacturers of and dealers in bicycles tricycles and motor carriages and also refreshment contractors letters of furnished or unfurnished houses flats or apartments with or without servants or other accessories or conveniences.
- (52) To buy sell manufacture repair alter and exchange let on hire export and deal in all kinds of articles and things which may be required for the purposes of any of the said businesses or commonly supplied or dealt in by persons engaged in any such businesses or which may seem capable of being profitably dealt with in connection with any of the said businesses.
- (53) To receive money valuables and goods and materials of all kinds on deposit or for safe custody.
- (54) To provide and conduct refreshment rooms newspaper rooms reading and writing rooms dressing rooms telephones and other conveniences for the use of customers and others.

- (55) To grant to ticket holders and others any special privileges and advantages and to make arrangements with persons engaged in any trade business or profession for the concession to the Company's members ticket holders and their friends of any special privileges or advantages.
- (56) To carry on the business of a co-operative store and general supply society in all its branches and to transact all kinds of agency business.
- (57) To provide clean comfortable and inexpensive sleeping accommodation for workmen and others and in connection therewith to afford to such persons facilities and conveniences for washing bathing cooking reading writing and finding employment and for the purchase sale and consumption of provisions both liquid and solid and for the safe custody of goods.
- (58) To work construct and maintain buildings works and conveniences of all kinds suitable for any of the purposes of the Company.
- (59) To carry on any other business whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with any of the above specified objects.
- (60) To establish acquire undertake promote and carry on any business relating to the winning and working of minerals the production and working of metals and the production manufacture and preparation of any other materials which may be usefully or conveniently combined with any of the businesses of the Company or any contracts undertaken by the Company and either for the purpose only of such contracts or as independent business.
- (61) To manufacture plastic materials of every description and goods articles and things of every description being the products of the use in whole or in part of plastic material and to purchase sell dispose of and generally deal in the same.
- (62) To establish acquire undertake promote and carry on the businesses of suppliers of electricity and other power whether for the purpose of light heat motive power telephonic telegraphic industrial or other purposes and generally to provide work maintain and carry

out all necessary cables wires accumulators lamps exchanges telephones and apparatus connected with the generation and distribution supplying accumulation and employment of electricity or other power.

- (63) To undertake promote establish acquire and carry on research into the development of all forms of atomic energy and to undertake promote establish acquire and carry on in all its phases branches and ramifications now or hereafter to be discovered or become known the business of atomic energy producers purchasers sellers suppliers and distributors and to obtain manufacture and apply atomic energy to the carrying on of any business or the running of any machine article or thing and to manufacture buy sell exchange alter improve manipulate prepare for market export import or otherwise deal in all kinds of plant machinery apparatus tools utensils substances materials and things necessary or convenient for the manufacture supply distribution acquisition improvement or manipulation of atomic energy in any or all of its forms and/or uses.
- (64) To undertake promote establish acquire and carry on the business in all its branches and phases of proprietors and publishers of newspapers journals magazines books and other literary works and undertakings.
- (65) To carry on the business of radio and other broadcasting of all kinds and to receive reproduce broadcast transmit or otherwise distribute by means of radio wireless telegraphy or telephony television or otherwise sound music songs messages information speeches addresses lectures sermons news musical and/or dramatic performances photoplays photographs advertisements still and moving images and all other classes of sound pictorial representation and other matter. To acquire establish promote or otherwise obtain and also to operate and maintain wireless radio and/or other similar receiving and/or broadcasting stations either in the Commonwealth of Australia or elsewhere.
- (66) To carry on any business or institution relating to radio wireless telegraphy or telephony television or to electrical or other contrivances for

- receiving transmitting or broadcasting either sound and/or matter by any means whatsoever.
- (67) To undertake promote establish acquire and carry on the businesses in all their respective phases and branches of vigneron grape growers hop manufacturers yeast manufacturers finings manufacturers corn merchants glass manufacturers container manufacturers of all types and descriptions.
  - (68) To undertake promote establish acquire and carry on the businesses in all their respective branches and phases of wine saloon keepers and proprietors licensed victuallers beer house keepers spirit merchants and operators of licenses permits and authorities allowing the sale of fermented or spirituous liquors.
  - (69) To purchase establish acquire and carry on in the Company's name or by a nominee or nominees all necessary licenses permits authorities to establish or carry on any of the businesses hereinbefore or hereinafter mentioned and to obtain renewals of maintain and keep on foot all such licenses authorities and permits.
  - (70) To assist promote undertake applications and proceedings and to advise in applications and proceedings to acquire any such licensed authorities or permits and to purchase and acquire by any means whatsoever interests in all such licenses authorities and permits.
  - (71) To undertake promote establish acquire and carry on in all their respective phases and branches the business of caterers for public amusements generally refrigerator manufacturers and dealers importers and brokers of food live and dead stock and foreign and colonial produce of all descriptions hairdressers perfumers manufacturing or industrial chemists so far as the law allows storekeepers proprietors of clubs baths dressing rooms laundries grounds and places of amusement recreation sport entertainment and instruction of all kinds milk vendors tobacco and cigar merchants stamp vendors agents for railway and shipping companies and carriers.
  - (72) To undertake and carry on the business or businesses of manufacturers of and dealers in (both wholesale and retail) all classes of goods and to



import and/or indent all or any of such goods or parts thereof either for resale or for assembly or manufacture into finished goods and for that purpose to enter into any necessary contract with any person or company in any part of the world.

- (73) To undertake promote establish acquire and carry on the business of advertising agents advertising consultants and promoters for sale of merchandise of every description.
- (74) To establish in Australia and elsewhere art galleries for the exhibition of paintings engravings sculptures bronzes enamels jewellery gems coins medals and other works of art and for social musical theatrical and other entertainments and for lectures and other purposes whether of a like or of a different kind which may seem expedient. To form a collection of works of art suitable for exhibition in such galleries and to encourage the exhibition in such galleries of loan and other collections of works of art. To buy sell and deal in works of art of all kinds and to provide expert advice of all kinds for customers and others.
- (75) To manufacture buy sell and generally deal in materials of every kind which are usually or are capable of being used in any processes comprised in the manufacture of any of the goods dealt in by the Company.
- (76) To transact or carry on all kinds of agency business and in particular in relation to the investment of money the sale of property and the collection and receipt of money.
- (77) To undertake as agent or trustee for a commission or any other kind of remuneration the collection and receipt of rents dividends interest or other income the investment of money the purchase and sale of all kinds of real and personal property including choses in action and of all kinds of securities and the general or partial management of any estates or property.
- (78) To so far as it lawfully can act as executors administrators and personal representatives in regard to the wills codicils or estates of any deceased person.
- (79) To guarantee the performance by any person or company of any agreement contract undertaking or promise without limiting the generality

of the abovementioned power to guarantee the account of indebtedness past present or future of any person or corporation with any banking institution company corporation or person and to guarantee the title to or quiet enjoyment of property either absolutely or subject to any qualifications or conditions and to guarantee the persons interested or about to become interested in any property against any suits actions proceedings claims or demands in respect of any insufficiency or deficiency of title or in respect of any encumbrances burdens or outstanding rights and to give a guarantee in relation to the payment of any debenture debenture stock bonds notes obligations or securities to and to guarantee the payment of interest thereon or the dividends of any stock or shares in any company.

- (80) To take part in the formation management supervision or control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors accountants or other experts or agents.
- (81) To employ experts to investigate and examine into the conditions prospects value character and circumstances of any business concerns and undertakings and generally of any assets property or rights.
- (82) To purchase or otherwise acquire all or any part of the business property and liabilities of any company society partnership or person formed for all or any part of the purposes within the objects of this Company and to conduct and carry on or liquidate and wind up any such business.
- (83) To purchase take on lease or license or in exchange hire or otherwise acquire and hold any real and personal property or right or easement in respect thereto as may be deemed expedient from time to time and to acquire by purchase lease license or otherwise any rights concessions or privileges which the Company may think necessary or convenient with power also to give mortgages or other charges or securities to secure the payment of the whole or part of the purchase money of any property so bought or acquired by the Company and otherwise to

manage work develop and lease or mortgage the same and for the purposes of the Company to purchase acquire and own absolutely or conditionally and upon and subject to any terms or take on lease or in exchange any lands buildings stores shops or wharves.

- (84) To build on improve develop let or rent royalty tribute share of profits or otherwise grant lease hire out or mortgage freehold and leasehold estates or any other description of property real or personal and to let or under-let all or any part of the undertaking lands buildings stores shops or other property or effects for the time being of the Company.
- (85) To let on lease or on hire or sell the whole or any part of the real and personal property of the Company on such terms as the Company shall determine.
- (86) To accept or take any security for any debt or liability to this Company or any property real or personal in or towards payment or satisfaction of any such debt or liability.
- (87) To apply for and take out purchase or otherwise acquire any patents patent rights or inventions copyright or secret processes which may be useful for the Company's objects and to grant licenses to use the same.
- (88) To draw accept make endorse discount and negotiate bills of exchange and promissory notes and other negotiable instruments.
- (89) To invest the moneys of the Company not immediately required in such manner other than in the shares of this Company as from time to time may be determined.
- (90) To establish agencies and local boards in the Commonwealth of Australia and elsewhere and to regulate and discontinue the same.
- (91) To enter into and carry into effect any arrangement for joint working in business or for sharing of profits or for amalgamation with any other company or any partnership or person carrying on business within the objects of this Company.
- (92) To establish promote and otherwise assist any company or companies for the purpose of acquiring any of the property or furthering any of the objects of this Company.

- (93) To obtain any Act of Parliament and to take any other proceedings to enable the Company to carry any of its objects into effect or for effecting any modification or enlargement of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.
- (94) To sell dispose of or transfer the business property or undertaking of the Company or any part or parts thereof for any consideration (including shares whether fully or partially paid up in any other company) which the Company may see fit to accept.
- (95) To accept stock or shares in or the debentures mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.
- (96) To construct maintain improve and alter any buildings or works necessary or convenient for the purposes of the Company.
- (97) To establish and support or aid in the establishment and support of associations funds trusts and conveniences calculated to benefit directors former directors employees or ex-employees of the Company or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance.
- (98) To make gifts and donations of cash or real or personal property of the Company to such persons or person corporations or corporation and in such cases as the Company may think expedient and to receive gifts and donations of cash or real and personal property from such person or persons corporation or corporations that the Directors may deem fit to accept.
- (99) To effect insurances of all kinds on the life of any person or persons in whom the Company has an insurable interest.
- (100) To establish a reserve fund to meet contingencies or for the liquidation of any debts or liabilities of the Company or for equalising dividends or for any other purpose that may be thought fit and to divide the reserve funds into special reserve funds as may be thought fit.

- (101) To subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object.
- (102) From time to time to subscribe or contribute to any charitable benevolent scientific educational national or useful object or institution.
- (103) To distribute in specie or otherwise as may be resolved any assets of the Company among its members including the shares debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of this Company.
- (104) To pay all costs charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company shall consider to be in the nature of preliminary expenses.
- (105) To do all or any of the matters hereby authorised in any part of the world either alone or in conjunction with or as factors trustees or agents for any other companies or persons or by or through any factors trustees or agents.
- (106) Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Members is limited.

5. The capital of the Company is Seven million five hundred thousand pounds (£7,500,000) divided into Fifteen million (15,000,000) shares of Ten shillings (10/-) each. Such shares may be issued with any preferential deferred qualified or special rights privileges or conditions attached thereto. The Company shall have power to increase or reduce such capital and upon any increase of capital the Company is to be at liberty to issue any new shares with any preferential deferred qualified or special rights privileges or conditions attaching thereto. The original shares and any other shares of which the capital of the Company may from time to time consist may be divided into different classes and may bear preference guarantee privileges and rights and be subject to such disabilities between themselves as shall be determined by or in conformity with the contracts and/or Articles of the Company existing from time to time.

WE, the several persons whose names addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	No. of Shares taken by each Subscriber	Witness to Signatures
Roderick William Miller, 9 Hillside Ave., Vaucluse, N.S.W. Company Director.	One thousand shares	W. A. Conway, Solicitor, 95 Wentworth St., Randwick, N.S.W.
Robert Patrick Miller, 72 Kangaroo Point Road, Sylvania, N.S.W. Company Director.	One thousand shares	W. A. Conway
Marcus Matthew Miller, 8 Ray Av., Vaucluse, N.S.W. Company Director.	One thousand shares	W. A. Conway
William Gaston Walkley, 3 King Avenue, Balgowlah, N.S.W. Company Director.	One thousand shares	W. A. Conway
Clifford George Jones, 45 Kendall St., West Pymble, N.S.W. Company Manager.	One share	W. A. Conway
Martin Reginald Firth Vickery, 19 Railway Av., Eastwood, N.S.W. Chartered Accountant.	One share	W. A. Conway
John Emmanuel Palmer, 70 Unwin Road, Wahroonga, N.S.W. Chartered Accountant.	One share	W. A. Conway  (William Andrew Conway)

DATED this sixth day of June, 1962.

AUSTRALIAN CAPITAL TERRITORY  
THE COMPANIES ORDINANCE, 1954  
A COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION**

OF

**R. W. Miller (Holdings) Limited**

**PRELIMINARY**

1. The Regulations contained in Table "A" in the Second Schedule to the Companies Act shall not apply to this Company and to the extent that the powers set forth in the Third Schedule to the Companies Act 1961 of the State of New South Wales could become applicable to this Company then the same are hereby expressly excluded.

**REGISTERED OFFICE**

2. The registered office of the Company shall be at Canberra in the Australian Capital Territory or such other place in that Territory as the Directors may from time to time determine.

**INTERPRETATION**

3. In these Articles unless there be something in the subject or context inconsistent therewith the following words and expressions shall have the several meanings hereby assigned to them that is to say:—

- (a) "Special Resolution" and "Extraordinary Resolution" shall have the meanings assigned thereto respectively by the Companies Act 1936 Sections 97 (1) and (2).
- (b) Words importing the singular number only shall include the plural number and words importing the plural number only shall include the singular number. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include companies corporations and public bodies.
- (c) "The Company" or "this Company" shall mean the abovementioned Company.
- (d) "Articles" shall mean these Articles of Association.
- (e) "Member" shall mean a registered holder of any share or stock of the Company.

- (f) "The Register" shall mean the Register of Members to be kept pursuant to Section 78 (1) of the Companies Act.
- (g) "Office" shall mean the registered office for the time being of the Company.
- (h) "Month" shall mean calendar month.
- (i) "Directors" shall mean the Directors for the time being of the Company and the Directors at a Meeting of Directors duly called and constituted at which a quorum shall be present and the "Board" shall have the same meaning as "Directors."
- (j) "Director" includes any person occupying the position of Director by whatever name called.
- (k) "Share" means share in the capital of the Company and includes stock except where a distinction between stock and shares is expressed or implied.
- (l) "Seal" shall mean the Common Seal of the Company.
- (m) "Writing" shall include printing lithography typewriting and any other mode of representing or reproducing words in a visible form.
- (n) "Dividend" shall include bonus.
- (o) "Paid up" shall include credited as paid up.
- (p) "Proxy" includes an attorney duly authorised to attend and vote at any General Meeting.
- (q) "The Statutes" mean the Companies Act as defined by the Companies Ordinance 1954 (No. 14 of 1954) and every reference to the Companies Act 1936 is a reference to that Act of the State of New South Wales and all references thereto shall be construed subject to the said Ordinance as amended from time to time.
- (r) "Secretary" includes the Assistant or Acting Secretary or any substitute for the time being for the Secretary.

In every case where in these presents general expressions are used in connection with powers discretions or things such general expressions shall not be limited to or controlled by the particular powers discretions or things with which the same are connected. And words and expressions denoting authority or permission shall be construed as words or expressions of authority merely and shall not be construed as words or expressions denoting discretions or compulsory trusts. Subject as aforesaid any



words defined in the Statutes shall if not inconsistent with the subject or the context bear the same meaning in these presents.

### **BUSINESS OF THE COMPANY**

4. The business and management of the Company shall be vested in the Directors and shall include the several objects expressed in or within the scope and meaning of the Memorandum of Association and all matters which shall from time to time appear to the Directors to be expedient for attaining these objects. Any branch or kind of business which by the Memorandum of Association of the Company or by these presents is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Directors at such time or times as they shall think fit and further may be suffered by them to be in abeyance whether such branch or kind of business may have been actually commenced or not so long as the Directors may deem it expedient not to commence or proceed with such other branch or kind of business.

5. The business of the Company shall be commenced as soon after incorporation of the Company as the Company shall be lawfully entitled to commence business and as the Directors shall think fit although the whole of the nominal capital is not subscribed.

### **CAPITAL AND SHARES**

6. None of the funds of the Company or of any subsidiary thereof shall be employed in the purchase of or lent on shares of the Company and the Company shall not except as authorised by Section 148 of the Companies Act give any financial assistance for the purpose of or in connection with any purchase of shares in the Company.

7. (a) The capital of the Company is Seven million five hundred thousand pounds (£7,500,000) divided into Fifteen million (15,000,000) shares of Ten shillings (10/-) each.

(b) The total nominal value of issued preference shares for the time being shall not exceed the total nominal value of the issued ordinary shares for the time being.

8. Subject to the provisions (if any) in that behalf of the Memorandum of Association and without prejudice to any special rights previously conferred on the holders of any shares or class of shares and save as provided by contract to the contrary the shares shall be under the control of the Directors who may allot or otherwise dispose of the

same to such persons on such terms and conditions and with such preferred deferred or other special rights or such restrictions whether in regard to dividend voting or return of share capital and either at a premium or otherwise and at such time or times as the Directors may think fit with full power to give to any person the call of or option over any shares either at par or at a premium and for such time or times and for such consideration as the Directors may think fit but so that no shares shall be issued at a discount except in accordance with Section 150 of the Companies Act and subject to the provisions of Section 149 of the Companies Act any preference shares may be issued on terms that they or any of them are or at the option of the Company are liable to be redeemed. Notwithstanding the foregoing without the prior approval of the shareholders in General Meeting the Company shall not and the Directors shall not make any issue of shares to any person including a corporation where such issue would result in a controlling interest in the Company being vested in such person or corporation.

9. If by the conditions of allotment of any share the whole or any part of the amount of issue price thereof shall be payable by instalments every such instalment shall when due be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal personal representative.

10. The Company may subject to Section 146 of the Companies Act at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares debentures or debenture stock of the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares debentures or debenture stock of the Company but so that if the commission in respect of shares debentures or debenture stock shall be paid or payable out of capital the amount or rate of commission shall not exceed ten per centum of the price at which the shares are issued or ten per centum of the nominal value of debentures or debenture stock in each case subscribed in cash or in shares debentures or debenture stock of the Company. Where a commission has been paid the balance sheet shall comply with Section 147 of the Companies Act.

11. The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

12. The joint holders of a share shall be severally as well as jointly liable for payment of all instalments and calls due in respect of such share.

13. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not except as ordered by a Court of competent jurisdiction or as by statute required be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.

### CERTIFICATES

14. The Certificates of title to shares or stock shall be issued under the Seal of the Company which may be affixed in the presence of one Director and the Secretary or such other authorised officer as the Directors may from time to time appoint for the purpose but the Directors may by Resolution determine either generally or in any particular case that the signature of any Director Secretary or other authorised person as aforesaid may be affixed by some mechanical means to be specified in such Resolution provided that the use of such means is by such Resolution restricted to Certificates which shall bear evidence that the issue thereof has been audited by the Company's Auditors.

15. Every member shall be entitled without payment to one or more certificate or certificates in reasonable denominations specifying the shares held by him but in the case of joint holders the Company shall not be bound to issue such certificate or certificates to all the joint holders and delivery of such certificate or certificates to the first named on the register shall be sufficient delivery to all. The certificate of any share which may be issued under special conditions shall indicate such conditions. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon.

16. If any certificate be worn out or defaced then upon production thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof and if any certificate be lost or destroyed then upon proof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given a new certificate in lieu thereof shall be issued to the party entitled to such lost or destroyed certificate. The sum of one shilling shall be paid to the Company for every certificate issued under this clause.

17. When a share is forfeited and the certificate thereof is not delivered up to the Company the Directors may issue a new certificate of the share distinguishing it as they think fit from the certificate not delivered up.

### CALLS

18. The Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments and shall be deemed to have been made when the resolution of the Directors authorising such call was passed.

19. Fourteen days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid. Provided that before the time for payment of such call the Directors may by notice in writing to the members revoke the same or extend the time for payment thereof.

20. If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times whether on account of the amount of the share or by way of premium every such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall relate to such amount or instalment accordingly.

21. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the time being at the rate of Eight pounds per centum per annum from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the Directors may determine and shall lose all right to transfer the share and to receive any dividend instalment of dividend or bonus upon such share during such time as the payment of such call is in arrear and the Company may sue any such defaulting member for the amount of calls unpaid with interest thereon as aforesaid.

22. On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the member sued is entered in the register as the holder or one of the holders of the shares in respect of which such debt accrued that the resolution making the call is duly recorded in the Minute Book and that notice of such call was duly given to the member sued in pursuance of these presents and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

23. The Directors may if they think fit receive from any member willing to advance the same all or any part of the sum unpaid upon the shares held by him beyond the sums actually called for and upon the amount so paid or satisfied in advance or so much thereof as from time to time exceed the amount of the calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon but any amount for the time being paid in advance of calls shall not be included or taken into account in ascertaining the amount of the dividend payable on the share in respect of which such advance has been made. The Directors may at any time repay the amount so advanced upon giving to such member one month's notice in writing.

### **FORFEITURE AND LIEN**

24. If any member fails to pay any call or instalment on or before the day appointed for the payment of the same the Directors may at any time thereafter during such time as the call or instalment remains unpaid serve a notice on such member requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

25. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

26. If the requisitions of any such notice aforesaid are not complied with any shares in respect of which such

notice has been given may at any time thereafter before payment of all calls or instalments interest and expenses due in respect thereof be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

27. When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of forfeiture with the date thereof shall forthwith be made in the register.

28. Any share so forfeited shall be deemed to be the property of the Company and the Directors may sell re-allot or otherwise dispose of the same in such manner as they think fit, provided that in the event of any share so forfeited being sold within twelve months from the date of forfeiture any residue remaining from the proceeds thereof after satisfaction of any calls or instalments due and unpaid in respect of such share and accrued interest and expenses shall be paid to the person entitled to such share at the time of forfeiture or his executors administrators or assigns.

29. The Directors may at any time before any share so forfeited shall have been sold re-allotted or otherwise disposed of annul the forfeiture thereof upon such conditions as they think fit.

30. Any member whose shares shall have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls instalments interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon from the time of forfeiture up till payment at the rate of ten pounds per centum per annum and the Directors may enforce the payment of such moneys or any part thereof if they think fit but shall not be under any obligation so to do.

31. The Company shall have a first and paramount lien and charge upon all shares registered in the name of each member (whether solely or jointly with another) and upon all dividends from time to time declared in respect thereof and upon the proceeds of sale of such shares for all debts and liabilities paid discharged or incurred or to be incurred by the Company in respect of his shares or on his account solely or jointly with any other person under or by virtue of any statute or legislative enactment in respect of such shares and also for or in respect of unpaid calls whether the period for the payment fulfilment or discharge thereof

shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition that Clause 13 hereof is to have full effect. Such lien for or in respect of unpaid calls shall extend only to the specific shares on which such calls are for the time being unpaid and to all dividends from time to time declared in respect of such shares. Any moneys paid by the Company as aforesaid shall carry interest at current bank rates from the time of payment until repayment and such moneys and interest may notwithstanding such lien be recovered by action from such other member or his legal representatives as a debt due by such member or his deceased estate to the Company. Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

32. For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they think fit but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member his executors or administrators and default shall have been made by him or them in the payment of moneys due under such lien for seven days after such notice.

33. Upon any sale following forfeiture or for enforcing a lien the net proceeds of such sale after the payment of costs of such sale shall be applied in or towards satisfaction of the moneys due by such member and all interest and expenses of sale and the residue if any paid to the member entitled to the share at the time of the sale his executors administrators or assigns.

34. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given the Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the shares sold and the purchaser shall not be bound to see to the regularity or validity of the proceedings nor to the application of the purchase money and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. The Directors may at any time declare any share to be wholly or in part exempt from any lien of the Company thereover and unless otherwise agreed the registration of a transfer of any share shall operate as a waiver of any such lien.

## TRANSFER OF SHARES

35. No transfer shall be registered unless a proper instrument of transfer has been delivered to the Company. The instrument of transfer of any share shall be signed by the transferor and the transferee shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof. The instrument of transfer of any share shall be in writing in the usual common form or in the following form or as near thereto as circumstances will permit:—

I,  
of  
in consideration of the sum of \_\_\_\_\_ pounds  
paid to me by  
of  
(hereinafter called “the transferee”) do hereby transfer to the transferee the \_\_\_\_\_ shares numbered \_\_\_\_\_ to \_\_\_\_\_ inclusive in the undertaking called R. W. MILLER (HOLDINGS) LIMITED to hold unto the transferee his executors administrators and assigns subject to the several conditions on which I held the same immediately before the execution hereof and I the transferee do hereby agree to take the said shares subject to the conditions aforesaid.

AS witness our hands the

day of \_\_\_\_\_ 19 \_\_\_\_\_

Witness to the signature of the transferor.

Witness to the signature of the transferee.

36. The Directors may decline to register any transfer of shares upon which the Company has a lien or of shares not fully paid up to a transferee of whom they do not approve and shall not be bound to assign any ground or reason for so declining. If the Directors refuse to register a transfer of any shares they shall forthwith send to the transferee notice of the refusal as required by Section 178 of the Companies Act. No fee shall be charged in respect of any transfer of shares.

37. No transfer shall be made to a person of unsound mind but the Directors shall be under no obligation to see that the provisions of this clause are complied with.

38. Every instrument of transfer shall be duly stamped and left at the office for registration accompanied by the certificate of shares to be transferred and such other



evidence as the Company may require to prove the title of the transferor or his right to transfer the shares. All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall be returned to the person lodging the same.

39. Subject to the provisions of Sections 81 and 82 of the Companies Act the transfer books and register of members may be closed during such time as the Directors think fit not exceeding in the whole thirty days in each year provided that not less than fourteen days' previous notice of any such closure shall be given to all Stock Exchanges upon which the Company is listed.

40. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member and in case of the death of any one or more of the joint registered holders of any registered shares the survivors or the executors or administrators of the last survivor as the case may be shall be the only persons recognised by the Company as having any title to or interest in such shares.

41. Any guardian of an infant member or any committee of a lunatic member and any person becoming entitled to shares in consequence of the death bankruptcy (or liquidation) of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title as the Directors think sufficient may subject to the regulations as to transfers hereinbefore contained transfer such shares to himself. This clause is hereinafter referred to as the "Transmission Clause."

#### **DEATH DUTIES AND OTHER PAYMENTS**

42. (1) Every member or his executors or administrators shall pay to the Company the amount of all payments made or to be made and all debts and/or liabilities incurred or to be incurred by the Company under the laws of any place in which the Company carries on business on his or their account or in respect of his shares in the Company or the dividends thereof or upon or by reason of his death and whether such payments and/or debts and/or liabilities shall be in respect of or relate to such member solely or jointly or in partnership with any other

person and whether the period for the payment or discharge thereof shall have actually arrived or not and whether such shares be registered in the principal or in any branch register of the Company and whether such member or his executors or administrators is or are domiciled or resident in such place or elsewhere and until such payment the Company shall have a lien on the shares of such member in respect thereof enforceable by sale as provided in Article 32 hereof.

- (2) All amounts so paid or to be paid as aforesaid may be deducted by the Company from any moneys payable by the Company to such member or his executors or administrators in respect of such shares or be recovered by the Company by action or otherwise from the member his executors or administrators.

#### **CONVERSION OF SHARES INTO STOCK**

43. The Company by special resolution in general meeting may convert any paid-up shares into stock and may convert any stock into paid-up shares of any denomination. When any shares have been converted into stock the several holders of such stock may henceforth transfer their respective interests therein or any part of such interests in the same manner and subject to the same regulations as and subject to which fully paid-up shares in the Company's capital may be transferred or as near thereto as circumstances will admit.

44. The stock shall confer on the holders thereof respectively the same privileges and advantages as regards participation in profits and voting at meetings of the Company and for other purposes as would have been conferred by shares of equal amount in the capital of the Company of the same class as the shares from which such stock was converted but so that none of such privileges or advantages except the participation in profits of the Company or in the assets of the Company on a winding-up shall be conferred by any such aliquot part of stock as would not if existing in shares have conferred such privileges or advantages. No such conversion shall affect or prejudice any preference or other special privilege attached to the shares so converted. Save as aforesaid all the provisions herein contained shall so far as circumstances will admit apply to stock as well as to shares.

## INCREASE OF CAPITAL

45. The Company may from time to time by special resolution increase the capital by the creation of new shares of such amount as may be deemed expedient.

46. Subject to any provisions to the contrary in these presents contained the new shares may be issued upon such terms and conditions and with such rights and privileges annexed thereto as by the resolution creating the same shall be directed and if no direction be given as the Directors shall determine.

47. The Company in general meeting may before the issue of any new shares and subject as aforesaid make any provisions as to the issue and allotment of the new shares but in default of any such determination or so far as the same shall not extend the new shares may be dealt with as if they formed part of the shares in the original capital and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting.

48. Any resolution authorising an increase in capital may provide that all new shares shall be offered to the then members in proportion to the existing shares held by them. If such provision be made then such offer shall be made by notice specifying the number of new shares to which the member is entitled and limiting a time within which the offer if not accepted will be deemed to be declined and after the expiration of such time or on receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered the Directors may dispose of the same in such manner as they think beneficial to the Company.

49. If owing to the proportion which the number of the new shares bears to the number of shares held by the member or from any other cause any difficulty shall arise in apportioning the new shares or any of them in manner aforesaid the Directors may dispose of the shares in respect of which such difficulty arises in such manner as they think most beneficial to the Company.

50. Except so far as otherwise provided by the condition of issue or by these presents any capital raised by the creation of new shares shall be treated as part of the original capital and shall be subject to the provisions herein contained with reference to payment of calls transfers and transmissions forfeitures liens surrenders and

otherwise and shall confer the same rights and privileges as to voting qualifications and otherwise as if it had been part of the original capital.

### **CONSOLIDATION AND REDUCTION OF CAPITAL**

51. (1) Subject to the provisions of the Statutes the Company may from time to time by special resolution reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares or otherwise as may seem expedient and capital may be paid off upon the footing that it may be called up again or otherwise provided that should a part of the issued capital at any time consist of Preference Shares the repayment of such Preference Capital shall in no case be effected unless the holders of at least three-quarters of the issued Preference Shares so agree;
- (2) The Company may by special resolution subdivide or consolidate its shares or any of them or cancel shares which have not been taken up.

### **MODIFICATION OF RIGHTS**

52. In the event of a portion of the Company's issued capital consisting of preference shares the repayment of such preference capital or any alteration of the rights attaching thereto shall in no case be made unless agreed to by the holders of at least three-fourths of the issued shares of the class affected. Such repayment of capital or alteration of rights must be agreed to by a resolution of the holders (in person or by proxy) of at least three-fourths of the issued shares of the class at a special meeting of such holders called for the purpose. Provided however that in the event of the necessary majority not having been obtained in the manner aforesaid consent in writing may be secured from members holding at least three-fourths of the issued shares of the class and such consent if obtained within two months from the date of the special meeting shall have the validity of a resolution carried by vote in person or by proxy.

### **BORROWING POWERS**

53. The Directors may from time to time at their discretion borrow and secure the repayment of any sum or sums of money for the purposes of the Company.

54. The Directors may raise or secure the repayment of such sums or sum in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds perpetual or redeemable debentures or debenture stock or any mortgage charge or notes secured or unsecured or other security on the undertaking or the whole or any part or parts of the property of the Company (both present and future) including its uncalled capital for the time being.

55. Debentures debenture stock bonds notes or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. Any debentures debenture stock bonds notes or other securities may be issued at a discount premium or otherwise and with any special privileges as to redemption surrender drawings allotment of shares attending and voting at General Meetings of the Company appointment of Directors and otherwise.

56. The Directors shall cause a proper register to be kept in accordance with section 194 of the Companies Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Companies Act in regard to registration of mortgages and charges therein specified and otherwise.

57. If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors may by instrument under the Company's seal authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to make calls on the members in respect of such uncalled capital and the provisions hereinbefore contained in regard to calls shall mutatis mutandis apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Directors' power or otherwise and shall be assignable if expressed so to be.

58. Where any uncalled capital of the Company is charged all persons taking any subsequent charge thereon shall take the same subject to such prior charge and shall not be entitled by notice to the shareholders or otherwise to obtain priority over such prior charge.

59. If the Directors or any of them or any other persons shall become personally liable for the payment of any sum primarily due from the Company the Directors may execute or cause to be executed any mortgage charge or

security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

### **GENERAL MEETINGS**

60. The first General Meeting shall be held at such time (not being more than three months after the incorporation of the Company) and at such place as the Directors may determine.

61. Subsequent General Meetings shall be held once in every calendar year and not more than fifteen months after the holding of the last preceding General Meeting at such time and place as may be prescribed by the Company in General Meeting and if no other time or place is prescribed at such time and place as may be determined by the Directors.

62. The abovementioned General Meetings shall be called ordinary meetings; all other meetings of the Company shall be called extraordinary meetings.

63. The Directors may whenever they think fit and they shall upon requisition made in writing by members holding in the aggregate not less than one-tenth of such paid-up capital of the Company as at the date of deposit carries the right of voting at general meetings convene an Extraordinary General Meeting.

64. Any such requisition shall specify the object of the meeting required and shall be signed by members making the same and shall be deposited at the office. It may consist of several documents in like form each signed by one or more of the requisitionists. The meeting must be convened for the purposes specified in the requisition and if convened otherwise then by the Directors for those purposes only.

65. In case the Directors for twenty-one days after such deposit fail to convene an extraordinary meeting the requisitionists or any of them representing more than one-half of the total voting rights of all of them may themselves convene a meeting to be held within three months after such deposit.

66. Subject to the provisions of the Companies Act as to special resolutions at least seven clear days' notice (exclusive of the day on which notice is served or deemed to be served but inclusive of the day for which the notice is given) specifying the place day and hour of meeting and in case of special business the general nature of such business shall be given by notice sent by post or otherwise served as

hereinafter provided to all registered holders of shares and to such other persons who may be entitled to receive such notices from the Company and at least fourteen days' notice of every such meeting shall be given by advertisement in the daily press and in writing to each Stock Exchange on which the Company is registered.

67. The accidental omission to give any such notice or the non-receipt of any such notice shall not invalidate any resolution passed at any such meeting.

68. The business of an ordinary general meeting other than the first one shall be to receive and consider the profit and loss accounts the balance sheets and reports of the Directors and of the Auditors to elect Directors in the place of those retiring to declare dividends but such dividends shall not be more than those recommended by the Directors provided always that the shareholders may declare a dividend up to but not exceeding the amount which the Directors recommend and to transact any other business which under these presents ought to be transacted at an ordinary meeting. All other business transacted at an ordinary meeting and all business transacted at an extraordinary meeting shall be deemed special.

69. Five members personally present shall be a quorum for a general meeting for all purposes connected with the business dealings and transactions of the Company. No business shall be transacted at any general meeting unless the quorum requisite be present at the commencement of the business.

70. (a) The Chairman of the Directors or in his absence the Vice-Chairman of the Directors shall be entitled to take the chair at every general meeting. If there be no chairman or vice-chairman or if at any meeting neither of them is present within fifteen minutes after the time appointed for holding such meeting or if neither of them is willing to act the Directors present may choose a chairman and in default of their so doing the members present shall choose one of the Directors to be chairman and if no Director present be willing to take the chair they shall choose one of their number to be chairman.

(b) The Chairman of a General Meeting may with the consent of the Meeting adjourn the same 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 at which the adjournment took place.

71. Every question submitted to the meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes to which he may be entitled as a member.

72. At any General Meeting unless a poll is demanded by a member or members holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the capital represented at the meeting a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

73. (a) If a poll is demanded as aforesaid it shall be taken in such a manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

(b) The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken at the meeting without adjournment.

### VOTES OF MEMBERS

74. On a show of hands every member present in person shall have one vote and upon a poll every member present in person or by proxy shall have one vote for each share held by him.

Proviso effective pursuant to Special Resolution of 11th day of July, 1962: Provided that if there are more than 100 members entitled to attend and vote no twenty of such members shall be entitled on a poll to exercise more than 66 per cent. of the votes that could be exercised if all members entitled to attend and vote did so; and if any twenty members would on the above scale be entitled to exercise more than that number of votes the votes of all such members shall be reduced (and so far as practical proportionally) to 66 per cent. of the votes that could be



exercised if all members entitled to do so attended and voted. In all calculations pursuant to this article fractions of votes shall be disregarded and in case of difficulty or doubt the Chairman of the meeting may decide the number of votes that any member may cast and his decision made in good faith shall be binding and conclusive.

75. No member not personally present shall be entitled to vote on a show of hands unless such member is a corporation present by proxy or attorney or a company present by a representative duly authorised under Section 96 of the Companies Act in which case such proxy or representative may vote on the show of hands as if he were a member of the Company.

76. Any person entitled under the transmission clause to transfer shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares. Provided that forty-eight hours at least before the time of the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

77. Where there are joint registered holders of any shares any one of such persons may vote at any meeting either personally or by proxy or by attorney in respect of such shares as if he were solely entitled thereto and if more than one of the joint holders be present at such meeting personally or by proxy that one of the said persons so present whose name stands first in the register in respect of such shares shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose sole name any share stands shall for the purposes of this clause be deemed joint holders thereof.

78. On a poll votes may be given personally or by proxy or attorney or in case of a company by a representative duly appointed under Section 96 of the Companies Act. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney or if such appointor is a corporation under its common seal or the hand of its attorney and shall be duly attested by one or more witnesses. No person shall be appointed a proxy who is not a member of the Company and qualified to vote save that a corporation being a member of the Company and entitled to vote may by resolution of its Board of Directors

appoint as its proxy one of its officers whether a member of the Company or not.

79. The instrument appointing a proxy and the power of attorney (if any) under which it is signed or an office copy or notarially certified copy thereof shall be deposited at the office not less than forty-eight hours before the time for holding the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote.

80. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the shares in respect of which the vote is given provided no intimation in writing of the death revocation or transfer shall have been received at the office before the meeting.

81. Every instrument of proxy whether for a specified meeting or otherwise shall be as nearly as circumstances will admit in the form following or to the like effect:—

I,  
of  
being a member of R. W. MILLER (HOLDINGS)  
LIMITED  
hereby appoint  
of  
or failing him  
of  
or failing him  
of

as my proxy to vote for me and on my behalf at the ordinary or extraordinary general meeting of the Company to be held on the            day of            19  
and at any adjournment thereof.

AS witness my hand this            day of            19

Signed by the said appointor in the presence of:  
or in such other form as the Directors may from time to time prescribe or accept.

82. No member shall be entitled to be present at or to vote on any question either personally or by proxy or attorney or as proxy or attorney for another member at any General Meeting or upon any poll or be reckoned in a quorum in respect of any of the shares of such member upon which calls or other sums due and payable to the Company are unpaid.

## DIRECTORS

83. Until otherwise determined in general meeting the number of Directors shall not be less than five nor more than seven. The first Directors of the Company shall be Roderick William Miller, C.B.E., Robert Patrick Miller, Marcus Matthew Miller, Stanley Grey Pearce, and William Gaston Walkley, C.B.E.

The continuing Directors for the time being may act notwithstanding any vacancy in their body provided always that in case the Directors shall at any time be reduced in number to less than five the Directors shall not except in emergencies or for the purpose of filling up vacancies act so long as the number is below five. No person being a partner or employer or employee of any Auditor of the Company shall be eligible to be appointed a Director or alternative Director of the Company.

84. The Company in general meeting may from time to time increase or reduce the number of Directors and may alter the qualification of an ordinary Director.

85. Until the shares of the Company are listed for quotation on the official list of the Sydney Stock Exchange a Director shall not be required to hold any share qualification. Thereafter the qualification of a Director shall be the holding of 1000 fully paid up shares in the Company and no person shall be qualified to be or continue to be a Director of the Company unless he holds at the time of his appointment and continues to hold during the continuance of his appointment not less than 1000 fully paid up shares in the capital of the Company.

86. (a) The remuneration of the Directors shall be fixed by the Company in general meeting, but shall be by a fixed sum and not be a commission or percentage of profits or of turnover. The fees of the Directors shall not be increased except at a general meeting and where notice of the suggested increase shall have been given to shareholders in the notice of such meeting.

(b) If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company the Directors may remunerate such Director by a fixed sum and such remuneration may be either in addition to or in substitution for his share in the remuneration above referred to.

## ROTATION OF DIRECTORS

87. At the ordinary general meeting of the Company to be held in the year 1962 and at every succeeding ordinary general meeting one-third of the Directors or if their number is not a multiple of three then the number nearest to one-third shall retire from office. A retiring Director shall retain office until the termination of the meeting at which his successor is elected and shall be eligible for re-election.

88. The Directors to retire as aforesaid at the ordinary meeting to be held in the year One thousand nine hundred and sixty-one shall unless the Directors agree among themselves be determined by lot but subject to Articles 89, 90, 91 and 94, in every subsequent year the Directors who have been longest in office shall retire. As between two or more who have been in office an equal length of time the Director or Directors to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office.

89. The Company at any general meeting at which any Directors retire in manner aforesaid may fill up the vacated office by electing a like number of persons to be Directors and without notice in that behalf may fill up any other vacancies.

90. The Directors for the time being shall have power at any time to appoint any other person being a shareholder and holding or acquiring the necessary qualifications to be a Director either to fill up a casual vacancy or as an addition to the Board but so that the total number of Directors shall not at any time exceed the maximum number fixed as above and any Director so appointed as last aforesaid shall hold office only until the next Ordinary General Meeting of the Company and shall then be eligible for re-election.

91. If at any general meeting at which an election of Directors ought to take place the place of any Director retiring by rotation is not filled up he shall if willing continue in office until the ordinary meeting in the next year and so on from year to year until his place is filled up unless it shall be determined at such meeting to reduce the number of Directors in office.

92. A retiring Director shall be re-eligible and in the case of re-election the re-elected Director shall be considered to be a new Director as from the time of his re-election.

93. The Company may by ordinary resolution remove any Director before the expiration of his period of office and may by an ordinary resolution appoint another qualified person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

94. Any casual vacancy occurring among the Directors may be filled by the Directors but any person so chosen shall retain his office only until the next ordinary general meeting and shall then be eligible for re-election.

95. No person not being a retiring Director unless recommended by the Directors for election shall be eligible for election to the office of Director at any general meeting unless he or some other member intending to propose him has at least eleven clear days before the meeting left at the office of the Company a notice in writing duly signed by the nominee giving his consent to the nomination and signifying his candidature for the office or the intention of such member to propose him provided that in the case of a person recommended by the Directors for election nine clear days' notice only shall be necessary. Any Director retiring by rotation shall be deemed willing and eligible to be re-elected without giving such notice unless he has given the Company at least ten days before the day of election notice in writing of a contrary intention. Notice of each and every candidature shall at least seven days previously to the meeting at which the election is to take place be served on the registered holders of shares.

96. A Director may hold any other office (except Auditor) under the Company in conjunction with the office of Director and on such terms as to remuneration and otherwise as the Directors may arrange not being a commission on or percentage of turnover.

97. No Director shall be disqualified by his office from contracting with the Company either as vendor or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established but the nature of his interest must be disclosed by him at the meeting of Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first meeting of the

Directors after the acquisition of his interest and no Director shall as a Director vote in respect of any contract or arrangement between the Company and himself personally or between the Company and any firm in which he is a partner and if he do so vote his vote shall not be counted but subject thereto a Director may vote in respect of any contract or arrangement in which he is interested.

### **MANAGING DIRECTOR**

98. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company for a fixed term not exceeding five years and may from time to time remove or dismiss them or either of them from office and appoint another in their or his place. The remuneration of the Managing Directors may be by way of fixed salary or commission on or percentage of profits or by any or all of these modes but shall not be by a commission on or percentage of turnover.

99. A Managing Director shall not while he continues to hold that office be subject to retirement by rotation and he shall not be taken into account in determining the rotation of retirement of Directors but he shall be subject to the same provisions as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director from any cause he shall ipso facto and immediately cease to be a Managing Director.

100. The Directors may from time to time confer upon a Managing Director such of the powers exercisable under these presents by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke withdraw alter or vary all or any of such powers.

### **PROCEEDINGS OF DIRECTORS**

101. The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine the quorum necessary for the transaction of business. Until otherwise determined three Directors shall be a quorum. A Director interested is to be counted in a quorum notwithstanding his interest.

102. The Directors may at any time and the Secretary upon the request of a Director shall convene a meeting of the Directors. A Director who is not in the Commonwealth of Australia shall not during such time as he is so absent be entitled to notice of any such meeting.

103. Any Director may from time to time appoint any person who is approved for the purpose by a majority of the other Directors or their alternate Directors to act as his alternate Director during his absence from the place where the meetings of the Directors are usually held or inability for any other reason to act as such Director. The appointee while he holds office as an alternate Director shall not require to hold any qualification shares but shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director and shall exercise and discharge all the powers and duties of the Director he represents other than the power to appoint an alternate or the power to resign the office of Director of his appointor. Any appointment as aforesaid may at any time be revoked by the appointor and if for any reason the appointor shall cease to be a Director then the person appointed by him shall thereupon cease to have any power or authority as alternate Director. An alternate Director shall look for his remuneration to the Director appointing him and not to the Company but shall be entitled to be paid such reasonable travelling hotel and other expenses as may be incurred by him in consequence of his attendance at meetings of the Company or of the Directors or of any Committee of the Directors or when otherwise engaged on the business of the Company. Any appointment or revocation under this Article shall be effected by notice in writing given to the Company or by telegram cable or radiogram.

104. Questions arising at any meeting of Directors shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote but such casting vote shall not be exercised when two Directors only are present and form a quorum or when only two Directors are competent to vote on the question at issue.

105. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office. If no Chairman is elected or if at any meeting the Chairman is not present within a quarter of an hour of the time appointed for holding the same the Directors present shall choose some one of their number to be Chairman of such meeting.

106. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

107. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit and may from time to time revoke such delegation. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Directors. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under this clause.

108. All acts done at any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Director.

109. The office of a Director shall ipso facto be vacated:

- (a) If he becomes bankrupt or makes any assignment for the benefit of his creditors;
- (b) If he be declared lunatic or becomes of unsound mind;
- (c) If he ceases to hold the number of shares required to qualify him for office or in the case of a first Director does not acquire the same within one month after his appointment;
- (d) If he be absent from Meetings of Directors for a continuous period of three months without special leave of absence from the Directors and the Board resolves that his office be vacated;
- (e) If the Company by ordinary resolution remove him before the expiration of his period of office;
- (f) If by notice to the Company he resigns his office.



## POWERS OF DIRECTORS

110. The Directors shall have the management and control of all the affairs and business of the Company and shall conduct the same in such manner as they in their discretion shall think fit and in addition to the powers and authorities by these Articles expressly conferred on them may exercise all powers necessary to carry out the objects of the Company in accordance with the Memorandum of Association and may execute and do all such acts and things as if the objects of the Company as mentioned in Clause 3 of the Memorandum of Association were repeated in this Article as powers specially conferred upon the Directors and may pay all expenses incurred in forming and registering the Company and may exercise all such powers of the Company as are not by the Statutes or by these Articles required to be exercised by the Company in general meeting subject nevertheless to any regulations of these Articles to the provisions of the Statutes and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in general meeting but any regulation by the Company shall not invalidate any prior acts of the Directors which would have been valid if such regulation had not been made. Any sale or disposal of the Company's main undertaking shall be subject to ratification by the members in General Meeting and no commission or fee shall be paid to a Director or Directors or liquidator on the sale of the Company's main undertaking or on the liquidation of the Company unless it shall have been ratified by the members prior notice of such proposed payments having first been given to members at least seven days prior to the meeting at which such payment is to be considered.

## MINUTE BOOKS

111. The Directors shall cause Minute Books to be provided and kept in which true and faithful entries shall be made:—

- (a) Of the names of the Directors present at every meeting of Directors and Committee of Directors;
- (b) Of all orders made by the Directors and Committees of Directors;
- (c) Of all resolutions and proceedings of general meetings and of meetings of the Directors and any Committee of Directors.

112. Any such Minutes if purporting to be signed by the Chairman of such meeting or by the Chairman of the

next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such minutes.

### **MANAGEMENT LOCALLY AND ABROAD OF THE COMPANY'S BUSINESS**

113. The Directors may from time to time arrange for the management or transaction of the affairs of the Company at any place out of the Australian Capital Territory in such manner as they think fit and the provisions contained in the following clauses shall be without prejudice to the general powers conferred by this clause.

114. The Directors may at any time and from time to time:—

- (a) Establish any local board or agencies for managing any of the affairs of the Company in any such specified locality and appoint any persons to be members of such local board or any managers or agents and may fix their remuneration. And the Directors from time to time and at any time may delegate to any person so appointed any of the powers authorities and discretions for the time being vested in the Directors other than the power of making calls and may authorise the members for the time being of any such local board or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any person so appointed and may annul or vary such delegation.
- (b) By power of attorney under its common seal appoint any person to be the attorney of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit and any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the Directors think fit. Any such delegate or attorney as aforesaid may be authorised by the Directors to sub-delegate

all or any of the powers authorities and discretions for the time being vested in the Directors on behalf of the Company.

### **BRANCH REGISTERS**

115. The Company may cause to be kept in the United Kingdom or in any place elsewhere in Her Majesty's Dominions in which it transacts business a Branch Register of members and may exercise all the other powers mentioned in the Statutes.

The following regulations shall govern the keeping of Branch Registers:

- (1) Subject to the provisions of any legislation for the time being in force at the place where any Branch Register shall be kept the Directors may on the written request of any shareholder cause the shares of such shareholder to be transferred from the Principal Register to such Branch Register and vice versa or from one Branch Register to another Branch Register.
- (2) Subject to the provisions of the Statutes and to these regulations the Articles of Association of the Company so far as they shall be applicable shall apply to the transfer and transmission of all shares for the time being on any Branch Register.
- (3) For the purpose of any such Branch Register the Directors may empower any officer of the Company or other person or persons or committee (hereinafter referred to as "the local authority") to keep the Register in such manner and subject to these regulations and to the provisions of the Statutes and the legislation for the time being in force in the place where such Branch Register is kept and may delegate to any such local authority any duties the Directors may think fit including those of examining recording registering or refusing transfers and transmissions and issuing certificates of shares.
- (4) All transfers and applications for transmission of shares on a Branch Register shall be produced with the share certificate at the local office where such Branch Register is kept and deposited with the local authority. If such transfer or application for transmission is approved the same shall be registered.

## ACCOUNTS

116. The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place of all sales and purchases of goods and of the assets credits and liabilities of the Company.

117. The books of account shall be kept at the registered office of the Company or at such other place or places as the Directors think fit and shall at all times be open to inspection by the Directors.

118. The Directors shall from time to time (subject to the provisions of the Companies Act) determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members and no member (not being a Director or Auditor of the Company) shall have any right of inspecting or of taking any copy of or extract from any account or book or document of the Company except as conferred by statute or authorised by the Directors or by resolution of the Company in general meeting and no member not being a director shall be entitled to require or receive any information concerning the business trading or customers of the Company or any trade secret or secret process of or used by the Company.

119. At the ordinary meeting in every year and at intervals of not more than fifteen months the Directors shall lay before the Company a profit and loss account and a balance sheet duly audited and containing a summary of the authorised capital and of the issued capital of the Company its liabilities and its assets made up to a date not more than four months before the meeting from the date up to which the last preceding account and balance sheet were made up and such balance sheet and account shall comply with the provisions of Sections 103 to 110 inclusive of the Companies Act but the Directors subject to the Companies Act shall not be bound to disclose greater details of the result or extent of the trading and transactions of the Company than they may deem expedient and if the Company has issued redeemable preference shares the Company shall comply with the provisions of Section 149 of the Companies Act. Every such balance sheet of the Company shall be signed on behalf of the Board by at least two Directors of the Company and countersigned by the Secretary.

120. If the Company has a controlling interest in another company or other companies there shall be annexed

to the Company's accounts (a) a separate balance sheet and profit and loss account of each subsidiary company or (b) a consolidated balance sheet and a consolidated profit and loss account of the Company and of its subsidiary company or companies eliminating all inter-company transactions and in addition a statement showing the total losses (if any) of the subsidiary company or companies. The published accounts of the Company shall disclose the total remuneration (including fees percentages and other emoluments) paid or payable to all the Directors of the Company and of its subsidiaries (if any) including the additional remuneration paid or payable to any Managing or Executive Director in respect of the services rendered by such Managing or Executive Director during the period to which the account relates. In cases where an option exists over unissued shares a footnote shall be appended to the Company's balance sheet showing the number of shares under option the price of issue and the date of expiration of such option.

121. Every such account and balance sheet shall be accompanied by a report by the Directors with respect to the state of the Company's affairs including information as to what amount has been written off for depreciation the amount (if any) which they recommend should be paid out of profits or reserve fund by way of dividend or bonus and the amount (if any) they propose to carry to the reserve fund general reserve or reserve account showing specifically on the balance sheet or to a reserve fund general reserve or reserve account to be shown specifically on a subsequent balance sheet and if reserves have been drawn upon during the period covered by the account the purpose for which the drawing was made and the amount thereof.

122. A printed copy of such account balance sheet and report shall at least seven days previously to the ordinary meeting be served on the registered holders of shares in the manner in which notices are hereinafter directed to be served and two copies of these documents shall at the same time be forwarded to the Secretary of each of the Stock Exchanges on which the Company is listed.

### AUDIT

123. Once at least in every year and at intervals of not more than fifteen months the accounts of the Company shall be examined and the correctness of the profit and loss account and balance sheet ascertained by one or more Auditor or Auditors. The Company's share register and branch registers (if any) shall be audited at intervals of not more than three months.

124. The Company at each ordinary general meeting shall appoint an Auditor or Auditors to hold office until the next ordinary general meeting and their appointment remuneration rights and duties shall be regulated by Sections 113 to 115 of the Companies Act and subject thereto the following provisions shall have effect that is to say:—

- (a) If an Auditor is not appointed at an annual general meeting the Directors shall forthwith call an extraordinary general meeting for the purpose of appointing an auditor.
- (b) A person other than a retiring Auditor shall not be capable of being appointed Auditor at an annual general meeting unless notice of intention to nominate that person to the office of Auditor has been given by a member of the Company not less than fourteen nor more than twenty-eight days before the annual general meeting and the Company shall send a copy of any such notice to the retiring Auditor and shall give notice thereof to the members not less than seven days before the annual general meeting. Provided that if after notice of intention to nominate an Auditor has been so given an annual general meeting is called for a date fourteen days or less after the notice had been given the notice though not given within the time required by this sub-clause shall be deemed to have been properly given for the purposes thereof and the notice to be sent or given by the Company may instead of being sent or given within the time required by this sub-clause be sent or given at the same time as the notice of the annual general meeting.
- (c) The Directors may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.
- (d) The remuneration of the Auditor shall be fixed by or under the authority of the Company in general meeting.
- (e) None of the following persons shall be qualified for appointment or to act as Auditor of the Company:
  - (i) A Director Alternate Director or Officer of the Company.

- (ii) A person who is a partner of or in the employment of or the employer of a Director or Officer of the Company.
  - (iii) A body corporate, and
  - (iv) A person who is or becomes indebted to an amount exceeding two hundred and fifty pounds to the Company.
- (f) Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors. The Auditors shall make a report to the members on the accounts examined by them and on the register of members and other records which the Company is required to keep by law or by its Articles and on every balance sheet laid before the Company in general meeting during their tenure of office and the report shall contain such statements as are required by law.
- (g) The Auditors of the Company shall be entitled to attend any general meeting of the Company at which any accounts which have been examined or reported on by them are to be laid before the Company and to make any explanation desired by a member with respect to the accounts.

125. The Auditor's report shall be attached to the balance sheet or there shall be inserted at the foot of the balance sheet a reference to the report and shall be open to inspection by any shareholder. Two copies of any such report shall after its submission to the general meeting be sent forthwith to each Stock Exchange on which the Company is listed. A copy of a qualified report of the auditor which in the opinion of the Auditor should be made known to shareholders shall be sent to shareholders and shall be supplied forthwith by the Directors to each Stock Exchange on which the Company is listed.

126. Every account of the Directors when audited and approved by a general meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive.

## **CHEQUES, BILLS, ETC.**

127. All cheques bills of exchange promissory notes and non-negotiable instruments shall be signed drawn accepted made or endorsed as the case may be for and on behalf of the Company in such manner as the Directors may from time to time determine.

128. Any instrument bearing the common seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same.

## **RESERVE FUND**

129. The Directors may before recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve fund or funds to meet contingencies or for equalising dividends or for special dividends or for repairing improving and maintaining any of the property of the Company and for such other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and may invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserve fund into such special funds as they think fit and employ the reserve fund or any part thereof in the business of the Company and that without being bound to keep the same separate from the other assets.

## **DIVIDENDS**

130. Subject to the rights of members entitled to shares issued upon special conditions the profits of the Company shall be divisible among the members in proportion to the capital paid up on the shares held by them respectively. Provided that subject as aforesaid where capital is paid up during a period in respect of which a dividend is declared such capital shall entitle the shareholder only to an apportioned amount of the dividend as from the date or dates of payment.

131. No dividend shall be payable except out of the profits arising from the business of the Company and no dividend shall carry interest as against the Company.

132. Any general meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular of paid up shares debentures or debenture stock of the Company or any other company or in any one or more of such ways.



133. Notwithstanding the provisions of Article 131 of the Articles of Association of the Company a General Meeting (Ordinary or Extraordinary) may on the recommendation of the Directors resolve that any amount being the whole or part of undivided profits of the Company standing to the credit of any reserve account and arising from the revaluation of assets not acquired for the purpose of resale at a profit or from the receipt of premiums on the issue of shares be capitalised and distributed by way of dividend and in the same proportions among the members of the Company so that the whole or any part of any amount so capitalised and distributed by way of dividend be applied on behalf of such shareholders in satisfaction of the full amount payable on any unissued shares of the Company which shall be issued to such shareholders or in satisfaction in whole or in part of the uncalled liability on any issued shares held by such shareholders and that any such application shall be accepted by such shareholders in full satisfaction of their respective interests in any amount so capitalised and distributed. The provisions of Articles 130, 135, 137 and 138 of the Articles of Association of the Company shall mutatis mutandis apply to any such capitalisation and distribution.

134. For the purpose of giving effect to any Resolution under the last preceding Article the Directors may settle any difficulty which may arise in regard to the distribution as they think fit and may adjust the rights of all parties entitled to a dividend or capitalised fund as may seem expedient to the Directors. Where requisite a proper contract shall be filed in accordance with Section 145 of the Statutes and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised Fund and such appointment shall be effective.

135. The Directors may from time to time pay to the members (on account of the next forthcoming dividend) such interim dividends as in their judgment the position of the Company justifies. Subject as aforesaid the dividends shall be declared by the Company at its ordinary general meetings.

136. Where the Company receives in respect of its shareholding or other rights or interests in any other company or firm any dividend bonus or other benefit (all of which are hereinafter collectively referred to as "the benefits") then (irrespective of the period or periods of time in respect of which any such benefits have been earned by the company or firm so distributing the same) all such benefits shall for the purpose of ascertaining the profits of

the Company be deemed to be part of the income of the Company in respect of the year in which the benefits shall be so received and may be resorted to in whole or in part in the year of receipt or subsequently from time to time for the purpose of dividend or payment of bonus.

137. A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer. The Directors may retain the dividends payable on shares in respect of which any person is under the "transmission clause" entitled to become a member or which any person under that clause is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.

138. Any one of several persons who are registered as the joint holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled or in the case of joint holders to the registered address of that one whose name stands first on the register in respect of the joint holding and every cheque or warrant so sent may be made payable to the order of the person to whom it is sent.

139. Notice of the declaration of any dividend whether interim or otherwise shall be given to the holders of registered shares and registered stock in manner hereinafter provided and no dividend shall bear interest as against the Company. Notice of every such dividend shall be given to the Secretary of each Stock Exchange upon which the Company's shares are listed.

### **SECRETARY**

140. The Secretary shall be appointed by and be under the control of the Directors and shall cause all necessary and proper books to be kept for the Company and shall cause to be given forwarded and published all necessary notices in reference to meetings calls and other business of the Company and shall see that all the orders directions and resolutions of the Company and of the Directors are properly carried out and shall do all further acts which may be required by law. A local Secretary to perform similar duties at any branch office of the Company may also be appointed by the Directors.

141. The receipt in writing of the Secretary or any other officer of the Company having requisite authority

from the Directors shall be sufficient discharge for all moneys properties and effects belonging and payable to the Company and shall effectually discharge the purchaser or other person paying or delivering the same from all liability respecting the application thereof.

#### **THE SEAL—AUTHORITY TO USE SAME**

142. The Directors shall provide for the safe custody of the Seal and subject to clause 14 the Seal shall be used only with the authority of the Directors two of whom shall sign every instrument to which the Seal is affixed and every such instrument shall be countersigned by the Secretary or some other person appointed by the Directors.

143. The Company may exercise the powers conferred by Section 351 of the Statutes or any amendment or re-enactment thereof and the Company shall have power to make and use an official seal in such countries or dominions as the Directors shall determine and the Directors may cause such seal to be prepared and may appoint any agents or agent or committees or committee abroad either with or without power for such agents or agent or committees or committee to appoint a substitute or substitutes as the duly authorised agents or agent of the Company for the purpose of affixing and using such seal and they may impose such restrictions on the use thereof as they shall think fit and may also fix the remuneration of any such agents or agent or committees or committee.

144. Any instrument bearing the Common Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same.

#### **DISCLOSURE**

145. No member other than a Director shall be entitled to require any information concerning the Company's trading or otherwise in relation to the trade or business or transactions or accounts of the Company which the Directors in their discretion may consider it inexpedient to afford and no member (other than a Director) shall be entitled to enter any of the premises of the Company or to inspect any of the books papers or documents of the Company or in anywise to interfere with the management or conduct of the business of the Company.

#### **INDEMNITY**

146. Every Director Manager Secretary Auditor Trustee and other officer or servant of the Company and

their executors and administrators shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay all costs losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him as such officer or servant or in any way in the discharge of his duties including travelling expenses except as a result of their own wilful neglect and default and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the members over all other claims.

147. No Director or other officer of the Company shall be liable for the acts receipts neglects or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy insolvency or tortious act of any person with whom any moneys securities or effects shall be deposited or for any loss occasioned by any error of judgment or oversight on his part or for any other loss damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

## NOTICES

148. In every or any case in which a notice is by these Articles directed or authorised to be given the same shall be served by the Company upon any member either personally or by sending it through the post in a pre-paid letter envelope or wrapper addressed to such member at his registered place of address.

149. Each holder of shares whose registered place of address is not in the Commonwealth of Australia may from time to time notify in writing to the Company an address in the Commonwealth of Australia which shall be deemed his registered place of address within the meaning of the last preceding Article.

150. As regards those members who have no registered place of address in the Commonwealth of Australia a notice posted up in the office shall be deemed to be well served on such members at the expiration of twenty-four hours after it is so posted up. All notices shall with respect to any

registered shares to which persons are jointly entitled be given to whichever of such persons is named first in the register and notice so given shall be sufficient notice to all the holders of such shares.

151. Any notice sent by post shall be deemed to have been served on the day following that on which the letter envelope or wrapper containing the same is posted and in proving such service it shall be sufficient to prove that the letter envelope or wrapper containing the notice was properly addressed and put into the post office or other public postal receptacle. A certificate in writing signed by any Manager Secretary or other officer of the Company that the letter envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

152. Every person who by operation of law transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered in the register shall be duly given to the person from whom he derives his title to such share.

153. Any notice or document sent by post or left at the registered address of any member in pursuance of these presents shall notwithstanding such member be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his heirs executors or administrators and all persons if any jointly interested with him in any such shares.

154. Where a given number of days' notice or notice extending over any other period is required to be given the day of service shall unless it is otherwise provided be counted in such number of days or other period. The signature to any notice to be given by the Company may be written printed or stamped.

## RECONSTRUCTION

155. On any sale of the undertaking of the Company the Directors or the Liquidator on a winding up may if authorised by an extraordinary resolution accept fully paid up or partly paid up shares debentures or securities of any other company whether British foreign or otherwise either then existing or to be formed for the purchase in whole or

in part of the property of the Company and the Directors if the profits of the Company permit or the liquidator on a winding up may distribute such shares or securities or any other property of the Company amongst the members without realisation or vest the same in trustees for them and any extraordinary resolution may provide for the distribution or appropriation of the cash shares or other securities benefits or property otherwise than in accordance with the strict legal rights of the members or contributories of the Company and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised and shall waive all rights in relation thereto save only in case the Company is proposed to be or is in the course of being wound up such statutory rights if any under Section 269 of the Companies Act as are incapable of being varied or excluded by these presents.

156. In the event of a winding up of the Company in the Australian Capital Territory every member of the Company who is not for the time being in the said Territory shall be bound within fourteen days after the passing of an effective resolution to wind up the Company voluntarily or after the making of an order for the winding up of the Company to serve notice in writing on the Company appointing some householder in Canberra upon whom all summonses notices process orders and judgments relating to or under the winding up of the Company may be served and in default of such nomination the liquidator of the Company shall be at liberty on behalf of such members to appoint some such person and service upon any such appointee whether appointed by the member or the liquidator shall be deemed to be good personal service on such member for all purposes and where the Liquidator makes any such appointment he shall with all convenient speed give notice thereof to such members by advertisement in a Canberra morning newspaper or by a registered letter sent through the post and addressed to such member at his address as mentioned in the register of members of the Company and such notice shall be deemed to be served on the day following that on which the advertisement appears or the letter is posted.

### WINDING UP

157. If the Company shall be wound up and the assets available for distribution among the members as such shall be insufficient to repay the whole of the paid-up capital such assets shall be distributed so that as nearly as

may be the losses shall be borne by the members in proportion to the capital paid up or which ought to have been paid up at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up the excess shall be distributed amongst the members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively. But this clause is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

158. (a) If the Company shall be wound up whether voluntarily or otherwise the liquidators may with the sanction of an extraordinary resolution divide among the contributories in specie or kind any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories or any of them as the liquidators with the like sanction shall think fit.
- (b) If thought expedient any such division may be otherwise than in accordance with the legal rights of the contributories and in particular any class may be given preferential or special rights or may be excluded altogether or in part but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on any contributory who would be prejudiced thereby shall have a right to dissent and ancillary rights as if such determination were a special resolution passed pursuant to Section 269 of the Companies Act.
- (c) In case any shares to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said shares may within ten days after the passing of the extraordinary resolution by notice in writing direct the liquidators to sell his proportion and pay him the net proceeds and the liquidators shall if practicable act accordingly.

159. No fee or commission shall be paid by the Company to any Director or liquidator upon any sale or realisation of the Company's undertaking or assets or any part thereof or upon the liquidation of the Company except with the sanction of a general meeting convened by notice specifying the fee or commission proposed to be paid.

### SECRECY

160. Every director manager secretary auditor trustee member of a committee officer servant agent accountant or other person employed in the business of the Company shall before entering upon his duties if thereunto required by the Directors sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with the customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any general meeting or by a court of law or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these presents contained.



WE, the several persons whose names and addresses are subscribed (being the subscribers to the Memorandum of Association) have agreed to the foregoing Articles of Association.

Signature of Subscriber	Witness
RODERICK WILLIAM MILLER	W. A. CONWAY
ROBERT PATRICK MILLER	W. A. CONWAY
MARCUS MATTHEW MILLER	W. A. CONWAY
WILLIAM GASTON WALKLEY	W. A. CONWAY
CLIFFORD GEORGE JONES	W. A. CONWAY
MARTIN REGINALD FIRTH VICKERY	W. A. CONWAY
JOHN EMMANUEL PALMER	W. A. CONWAY Solicitor, 95 Wentworth St., Randwick, N.S.W. (WILLIAM ANDREW CONWAY)

DATED this sixth day of June, 1962.

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*Printed by Butterfield & Lewis Pty. Ltd., Marian Street, Redfern*