

A Company Limited By Guarantee

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

“OPTICAL DISTRIBUTORS & MANUFACTURERS ASSOCIATION OF
AUSTRALIA LIMITED”

Companies Act, 1961

A Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION

of

OPTICAL DISTRIBUTORS & MANUFACTURERS ASSOCIATION OF
AUSTRALIA LIMITED

1. The name of the company is “OPTICAL DISTRIBUTORS & MANUFACTURERS ASSOCIATION OF AUSTRALIA LIMITED” (hereinafter called “the Association”).
2. The objects for which the Association is established are:-
 - (a) To promote protect and further the interests of the members of the Association.
 - (b) To provide means for the exchange of views and to encourage agreement and co-operation between members of the Association on all matters of common interest.
 - (c) To watch over support or oppose any matters or policies which may affect or tend to affect the trade interests of the members of the Association including the actions of governments and other authorities and to represent the needs and opinions of the members to governments other authorities and bodies generally upon any matters wherein the members have trade interests.
 - (d) To act jointly or in co-operation with any other body or organisation in furtherance of the foregoing objects of this Association or the interests of the members.
 - (e) To do all such other things as may in the opinion of the Association be incidental or conducive to the attainments of the foregoing objects.
 - (f) To print and publish any newspapers periodicals books leaflets or any other literature that the Association may think desirable for the promotion of its objects and to distribute the same at such charge as deemed fit by the Association.
 - (g) To purchase take on lease or in exchange hire and otherwise acquire any lands buildings easements or property real and personal and any rights or privileges which may be requisite for the purposes of or

capable of being conveniently used in connection with any of the objects of the Association.

- (h) To apply for purchase or acquire in any way whatsoever any patents licences sub-licences concessions or other rights conferring any exclusive or non-exclusive or limited right to use any secret or other formulae or other information as to any invention or process which may seem capable of being used for any of the purposes of the Association and to use exercise and develop such patents licences sub-licences concessions rights or information in furtherance of the objects of the Association or any of them.
- (i) To sell improve manage develop exchange lease licence let on hire mortgage charge place under offer dispose of or otherwise deal with all or any part of the rights property or privileges of the Association for such consideration as the Association may think fit.
- (j) To construct improve maintain develop work manage carry out alter or control any houses buildings grounds works or conveniences which may seem calculated directly or indirectly to advance the Association's interests and to contribute to subsidise or otherwise assist and take part in the construction improvement maintenance development working management carrying out alteration or control thereof.
- (k) To enter into any arrangement or agreement with any governments or authorities whether central municipal local or otherwise or with any public or governmental body that may seem conducive to the carrying out of the Association's objects or any of them or of benefit to the Association directly or indirectly and to obtain from any such government authority or body any rights privileges or concessions which may be deemed advisable or of benefit to obtain and to carry out exercise and make use of any such arrangement agreement rights privileges and concessions.
- (l) To subscribe to become a member of and co-operate with or amalgamate with any other association or organisation whether incorporated or not whose objects are altogether or in part similar to those of the Association. Provided that the Association shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its member to an extent at least as great as that imposed on the Association under or by virtue of Clause 3 of this memorandum.
- (m) To invest and deal with the moneys of the Association in such a manner as may from time to time be determined by the Executive Committee of the Association.
- (n) To borrow or raise or secure the payment of money in such manner as the Association may think fit and to secure the same or the repayment

or performance of any debt liability contract guarantee or other engagement incurred or to be entered into the by Association in any way and in particular by the issue of debentures perpetual or otherwise charge upon all or any of the Association's property (both present and future) and to purchase redeem or pay off any such securities.

- (o) To take or hold mortgages liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Association's property of whatsoever kind sold by the Association of any money due to the Association from purchasers and others.
- (p) To appoint employ remove or suspend such managers secretaries servants and other persons as may be necessary or convenient for the purposes of the Association.
- (g) To establish and support or aid in the establishment and support of associations institutions funds trusts and conveniences calculated to benefit employees or past employees of the Association or the dependants of any such person s and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any public general or useful object.
- (r) To expend money in any way deemed fit by the Association with the view of directly or indirectly advancing its objects or any of the or of benefiting the Association.
- (s) to take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions either to the general funds of the Association in the form of subscription levies donations or otherwise.
- (t) To take and accept any gift donation or bequest of any kind of property from any person and accept such gift donation or bequest upon any terms or trust prescribed.
- (u) To make donations for patriotic or charitable purposes.
- (v) In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any part of the property assets liabilities and engagements of any one of more of the companies institutions societies or associations with which the Association is authorised to amalgamate.
- (w) In furtherance of the objects of the Association transfer all or any part of the property assets liabilities and engagements of the Association to any one or more of the companies institutions societies or associations with which the Association is authorised to amalgamate.

AND IT IS HEREBY DECLARED that the objects and powers specified in each paragraph in this clause 2 and in each clause of the Third Schedule to the Companies Act, 1961 shall be regarded as independent objects and powers and shall (except where otherwise expressed in such sub-clause or clause) be in no way limited or restricted by reference to or inference from the terms or any other sub-clause or clause and may be carried out and exercised in as far and ample a manner and shall be construed in as wide a sense as if each of the said sub-clauses or clauses defined the objects of a separate distinct and independent company and that the word “Association” in this Clause 2 shall except where it refers to this company be deemed to include any partnership or other body of persons whether corporate or not and whether domiciled in any part of the Commonwealth of Australia or elsewhere and the intention is that the objects specified in each paragraph of this Clause 2 shall except where otherwise expressed in such paragraph be independent main objects and shall be in nowise limited or restricted by reference to or inference from the terms or any other paragraph or the name of the Association.

3. The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the members of the Association PROVIDED that nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Association or to any member thereof or other persons in return for any service actually rendered to the Association nor prevent the payment of interest at a rate not exceeding Eight dollars per centum per annum on money borrowed from any member of the Association.
4. The liability of the members is limited PROVIDED HOWEVER if any member of the Association pays or receives any dividend bonus or other profit in contravention of paragraph 3 of this Memorandum the liability of every Director of the Association who has concurred in or authorised such payment shall be unlimited and the liability of every member of the Association who has received such dividend bonus or profit as aforesaid shall likewise be unlimited.
5. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Association contracted before the time at which he ceased to be a member and the costs charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding Fifty dollars (\$50.00) or in the case of his liability becoming unlimited such other amount as may be required in pursuance of Clause 4 of the Memorandum.
6. If upon the winding up or dissolution (other than for the purposes of reconstruction or amalgamation of the Association) there remains after the satisfaction of all its debts and liabilities any property whatsoever the same

shall not be paid or distributed among the members of the Association but shall be given or transferred to some other Association having objects similar to the Association (and prohibiting the distribution among its or their members to an extent at least as great as is imposed on the company by virtue of Clause 3 hereof) to be determined by the members of the Association at or before the time of dissolution and in default thereof by such Judge of the Supreme Court as has or acquires jurisdiction in the matter and if and so far as effect cannot be given to this provision such property shall be transferred to a public institution for the purpose of treating improving and curing defects in human vision.

7. The full names and addresses and occupations of the subscribers hereto are:

RONALD SYDNEY MULLER,
83 Lady Davidson Crescent,
Forestville. N.S.W.
Company Director.

DIETER LE COMTE
20 Knox Avenue,
Epping. N.S.W.
Company Director.

EDWIN PARK,
16 Edna Place,
Dee Why. N.S.W.
Company Director.

JOHN BAUER,
17 Wingara Grove
Belrose. N.S.W.
Company Director.

ADRIAN CECIL TATAM.
27 Central Road,
Avalon. N.S.W.
Company Director.

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

Subscriber

Witness

R.S. Muller
83 Lady Davidson Crescent
Forestville N.S.W. 2087
Company Director

A.D. Vicary
33 Hallam Avenue
Lane Cove 2066
Secretary

D. Le Comte
20 Knox Avenue
Epping. N.S.W. 2121
Company Director

A.D. Vicary

E. Park
16 Edna Place
Dee Why. 2099
Company Director

A.D. Vicary

J. Bauer
17 Wingara Gove
Belrose. N.S.W. 2085
Company Director

A.D. Vicary

A. C. Tatam
27 Central Road
Avalon. N.S.W. 2107
Company Director

A.D. Vicary

Dated this 27th day of July 1979

Companies Act, 1961

A Company Limited by Guarantee

ARTICLES OF ASSOCIATION

of

OPTICAL DISTRIBUTORS & MANUFACTURERS ASSOCIATION OF
AUSTRALIA LIMITED

PRELIMINARY

1. In these articles unless there be something in the subject of context inconsistent therewith:

“Act” means the New South Wales Companies Act, 1961 (as amended).

“Articles” shall mean these articles of association and all supplementary substituted or amending articles for the time being in force.

“The Association” shall mean the abovenamed company.

“The Executive Committee” shall mean and include the directors from time to time of the Association or the directors assembled as a committee.

“Member” shall mean and include a member of the Association of whatsoever class.

“Office” shall mean the registered office for the time being of the Association.

“Secretary” means and includes any person appointed to perform the duties of secretary from time to time or person and any person appointed temporarily to perform those duties.

“The Unincorporated Association” means the unincorporated body known as the “Optical Distributors & Manufacturers Association of Australia”.

2. Words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender only shall include the feminine gender and words importing persons shall include companies and corporations.

3. Subject to the last preceding article any words defined in the Act shall if not inconsistent with the subject or context bear the same meaning in these articles.
4. The regulations contained in Table "A" in the Fourth Schedule to the Act shall not apply to the Association.

MEMBERS

5. The number of members with which the Association proposed to be registered is 50 but the Executive Committee may from time to time register and increase in members.
6. The subscribers to the memorandum of association shall be members of the Association and any person partnership or body corporate carrying on business in the ophthalmic and optical industry **predominantly as a distributor, wholesaler or manufacturer** may apply for membership in writing in such form as the Executive Committee from time to time may prescribe.
7. At the next meeting of the Executive Committee after the receipt of any application for membership such application shall be considered by the Executive Committee who shall thereupon determine upon the admission or rejection of the applicant. In no case shall the Executive Committee be required to give any reason for the rejection of an applicant.
8. When an applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of his acceptance and a request for payment of his entrance fee (if any) and first annual subscription. Upon payment of his entrance fee (if any) and first annual subscription the applicant shall become a member of the Association provided nevertheless that if such payment be not made within two (2) calendar months after the date of the notice the Executive Committee may in its discretion cancel its acceptance of the applicant's membership of the Association.
- 8a. The Executive committee may from time to time admit to membership, in any category and on such terms as it thinks fit, in its absolute discretion, any person, partnership or body corporate carrying on business in the ophthalmic or optical industry or directly associated with the ophthalmic or optical industry.

CESSATION OF MEMBERSHIP

9. Any member may withdraw from the Association by notice in writing addressed and delivered to the Secretary and at the expiry of one month from the date of such notice he shall cease to be a member.
10. If any member shall willfully refuse or neglect to comply with the provisions of the memorandum or articles of association of the Association or shall be guilty of any conduct which in the opinion of the Executive Committee is

unbecoming of a member or prejudicial to the interest of the Association the Executive Committee shall have power to expel the member from the Association provided that at least one week before the meeting of the Executive Committee at which a resolution for his expulsion is passed the member shall have had notice of such meeting and of what is alleged against him and of the intended resolution for his expulsion and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit and provided further that any such member may by notice in writing lodged with the secretary at least twenty-four hours before the time for holding the meeting at which the resolution for his expulsion is to be considered by the Executive Committee elect to have the question of his expulsion dealt with by the Association in general meeting and in that event an extraordinary general meeting of the Association shall be called for the purpose and if at the meeting a resolution for the expulsion of the member be passed by majority of two-thirds of those present and voting (such vote to be taken by ballot) the member shall be expelled.

ANNUAL MEMBERSHIP FEES

11. Annual membership fees shall be payable in advance and until otherwise determined by the members in General Meeting shall be computed in such a manner as the Executive Committee shall in their discretion determine.
12. The annual membership fees shall be due and payable upon such date as the Executive Committee shall in their discretion determine.

GENERAL MEETINGS

13. General Meetings shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as the Executive Committee shall appoint.
14. The abovementioned general meetings shall be called Annual General Meetings and all other general meetings shall be called Extraordinary General Meetings.
15. The Executive Committee may whenever they think fit convene an Extraordinary General Meeting and an extraordinary general meeting shall also be convened by the Executive Committee upon a requisition of not less than ten per centum in number of the members for the time being and entitled

to a vote and in the case of such requisition the following provisions shall have effect:-

- (a) The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the registered office of the Association and may consist of several documents in like form each signed by one or more requisitionists.
 - (b) If the Executive Committee does not within twenty-one days from the date of the deposit of the requisition proceed duly to convene a meeting the requisitionists or any ten or more of them may themselves convene a meeting but any meeting so convened shall not be held after the expiration of three months from the date of deposit.
 - (c) A meeting convened under this article by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Executive Committee.
 - (d) For the purposes of this article the Executive Committee shall in the case of a meeting at which a resolution is to be proposed as a special resolution be deemed not to have duly convened the meeting if they do not give such notice thereof as is required by the Act.
 - (e) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Executive Committee duly to convene a meeting shall be repaid to the requisitionists by the Institute.
16. Preliminary notice of every Annual General Meeting shall be given at least twenty-one (21) days before the date of such meeting so that any member may lodge a notice of motion or request discussion of a relevant matter and at least seven (7) days before such meeting an agenda shall be provided to every member of the Association.
17. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any meeting.
18. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting with the exception of the consideration of the accounts balance sheets and the report of the Executive Committee and auditor the election of the Executive Committee and other officers and the fixing of the remuneration of the auditor.

PROCEEDINGS AT GENERAL MEETINGS

19. No business shall be transacted by any General Meeting unless a quorum of members entitled to vote is present. Save at the time when the meeting

proceeds to business and save as herein otherwise provided two members personally present entitled to vote shall be quorum.

20. If within fifteen minutes from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting the members personally present shall be a quorum.
21. At a General Meeting the Chairman of the Executive Committee shall be entitled to preside as chairman of the meeting.
22. If at a General Meeting the Chairman of the Executive Committee is not present within fifteen minutes of the time appointed for holding the meeting or is unwilling to act as chairman then the Executive Committee present shall choose one of their number to be chairman of the meeting and if no members of the Executive Committee are present within twenty minutes of the time appointed for holding the meeting then the members present and entitled to vote shall choose one of their number to be the chairman.
23. The Chairman may with the consent of any meeting at which a quorum of members entitled to vote is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
24. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or at least three members entitled to a vote present in person or represented by proxy and unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minutes of the proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
25. If a poll is duly demanded it shall be taken in such manner as the Chairman directs and unless the meeting is adjourned the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
26. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

27. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.
28. Notice of any resolution passed by the Executive Committee shall be given to the members in the manner in which notices are hereinafter directed to be given and which shall within one month after it shall have been so passed be ratified and confirmed in writing by not less than ten per centum of the members of the time being and entitled to a vote shall be as valid and effectual as a resolution of a general meeting but this article shall not apply to a resolution for winding up the Institute or to a resolution passed in respect of any matter which by the Act or these articles ought to be dealt with by special resolution.

VOTES OF MEMBERS

29. A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or representative of a member shall have one vote and on a poll every member present in person or by proxy or by attorney or duly authorised representative shall have one vote.
30. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing and shall be in such form as the Executive Committee may from time to time prescribe.
31. Any person appointed proxy attorney or duly authorised representative shall either be a member or be in the case of a company one of its executive members or in the case of a partnership a partner or in the case of an individual member an employee or in any case the legal advisor of the member appointing the proxy.
32. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote whether on a show of hands or on a poll by his committee or by his trustee and such committee or trustee may vote by proxy or attorney.
33. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Association during business hours not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
34. 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 provided no intimation in writing of the death or revocation shall have been received at the office before the meeting.

35. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

THE EXECUTIVE COMMITTEE

36. The office bearers of the Association shall be the Chairman who shall be a member of the Executive Committee, the Treasurer and the Secretary.
37. The Chairman shall be elected at the Annual General Meeting in each year by the members of the Association and shall hold office as Chairman until the next Annual General Meeting.
38. A member elected to be Chairman may stand for re-election at the next Annual General Meeting provided that no member may be elected Chairman for more than four consecutive terms.
39. The Executive Committee shall comprise nine (9) members (including the Chairman) who shall be elected by the members of the Association at the annual general meeting of the Association in each year and those persons elected shall hold office for the ensuing two years. Any member of the Executive Committee may seek to be re-elected to the Executive Committee.
40. The Executive Committee may from time to time elect one of their number to be the Treasurer of the Association.
41. The position of Secretary shall be an executive position and the secretary shall be appointed by the Executive Committee and paid a salary as determined by the Executive Committee.
42. Members standing for election to the Executive Committee shall be nominated in writing and such nomination shall be signed by the person nominated signifying his consent to the nomination and shall also be signed by the proposer and seconder. Such nomination must be lodged with the secretary at the office on a business day at least nine (9) days before the annual general meeting at which the election is to take place. A list of the candidates names in alphabetical order with the proposers and seconds names shall be included in the agenda to be forwarded to the members of the Association in the manner herein contained.
43. The Executive Committee shall have power to appoint any member of the Association as a member of the Executive Committee to fill a casual vacancy caused by the resignation of a member of the Executive Committee or a vacancy being caused pursuant to these articles or by the extended absence of a member of the Executive Committee.
44. The Association may by ordinary resolution remove any office bearer or other member of the Executive Committee before the expiration of his period of office and may by an ordinary resolution appoint another person in his stead.

45. The office of a member of the Executive Committee shall ipso facto be vacated if a member
- (a) becomes bankrupt or compounds with his creditors;
or
 - (b) becomes prohibited by law from being a director;
or
 - (c) be found lunatic or become of unsound mind; or
 - (d) by notice in writing to the Association resigns his office or if he refuses to act or ceases to be a member.

PROCEEDINGS OF EXECUTIVE COMMITTEE

46. The Executive Committee may meet together for the despatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit.
47. A member of the Executive Committee may and the secretary upon the request in writing of a member of the Executive Committee shall summon a meeting of the Executive Committee.
48. Questions arising at any meeting 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. A member of the Executive Committee may attend and vote by appointing an alternate director at any meeting of the Executive Committee provided such alternate director is a member and has been approved as such by a majority vote of the Executive Committee and has been appointed in writing under the hand of the appointer. The appointment may be general or for any particular meeting or meetings.
49. Until otherwise determined by the Association in General Meeting three (3) members of the Executive Committee shall constitute a quorum.
50. If at any meeting the Chairman is not present within five minutes of the time appointed for holding the same in his absence those members of the Executive Committee present shall choose one of their number to be Chairman of the meeting.
51. No member shall speak represent or write on behalf of the Association except the Chairman and the secretary unless specifically authorised by the Executive Committee to do so.

52. The Executive Committee may delegate any of their authorities powers and discretions to sub-committees consisting of such member or members of the Executive Committee or other persons as they think fit and may from time to time revoke withdraw alter or vary such delegations. Any sub-committee shall in the exercise of its authorities powers and discretions so delegated conform to any regulations that may from time to time be imposed upon it by the Executive Committee.
53. The meetings and proceedings of any such sub-committee shall be guided by the provisions herein contained in regulating the meetings and proceedings of the Executive Committee so far as the same are applicable thereto and are not superseded by any regulations made by the Executive Committee under the last proceeding article.
54. A resolution in writing signed by all the members of the Executive Committee for the time being shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee duly called and constituted and every resolution so come to and signed shall be as soon as practicable entered in the minutes.
55. A partner or employee of an auditor of the Association shall not be capable of being a member of the Executive Committee of the Association.

POWERS AND DUTIES OF EXECUTIVE COMMITTEE

56. All the business and affairs of the Association shall be conducted and managed by the Executive Committee who shall exercise all the powers and authorities and discretions of the Association except only such of them as under the Act or these articles are expressly directed to be exercised by a general meeting. The Executive Committee shall also be entrusted with and may exercise all powers necessary to achieve the objects of the Association.
57. All acts done by the Executive Committee or by any person acting as a member of the Executive Committee shall notwithstanding that it be afterwards discovered that there was any defect in the appointment of any such member or such persons acting as aforesaid or that they or any of them or he were disqualified be as valid as if every such person had been duly appointed and qualified to be a member of the Executive Committee.
58. The Executive Committee shall cause minutes to be made in books provided for the purpose:
 - (a) of all appointments of officers made by the Executive Committee

- (b) of the names of the persons present at each meeting of the Executive Committee and at any meeting of members.
 - (c) of all resolutions and proceedings at all meetings of the Association and of the Executive Committee.
59. The Executive Committee shall cause to be kept a register of members and therein shall be entered the following particulars:
- (a) The name and address of each member;
 - (b) The date upon which the member was admitted to membership of the Association;
 - (c) The annual subscription and entrance fee (if any) paid by the member and the date received;
 - (d) The name of the representative appointed to attend meetings and vote on behalf of the member.

LEVIES

60. The Association may by resolution of a General Meeting impose a levy on members of the Association. Notice of intention to impose such levy shall be given in writing to all members of the Association with the agenda forwarded prior to such General Meeting in accordance with these articles.

PAYMENTS AND FINANCE

61. No payment shall be made unless authorised by a General Meeting or meeting of the Executive Committee.
62. The Association shall operate a bank account with a bank approved by the Executive Committee in the name of the Association and cheques drawn thereon shall be signed by any two members of the Executive Committee or any member of the Executive Committee and the secretary acting together.

ACCOUNTS

63. The Executive Committee shall cause proper accounts and records to be kept with respect to:
- (a) all sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure take place.
 - (b) the assets and liabilities of the Association.

- (c) the accounts shall be kept at the registered office of the Association or at such other place of places as the Executive Committee thinks fit.
- 64. All moneys of the Association not immediately required may be invested by the Executive Committee in such trusts securities or other investments as the Committee may from time to time think proper.

AUDITORS

- 65. The accounts of the Association shall be audited at least once every year by such person or persons and at such remuneration as the Association in general meeting shall from time to time determine.
- 66. The Executive Committee 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.
- 67. No member of the Executive Committee or other officer of the Association shall be qualified to act as auditor of the Association.
- 68. No auditor need be a member.
- 69. Throughout the year and at all reasonable times of the day the auditor shall have access to and inspection of the books of the account and books of registry of the Association with such assistance by clerks and others and such other facilities as he may reasonably require.

COMMON SEAL

- 70. The Executive Committee shall provide for the safe custody of the seal which shall only be used by the authority of the Executive Committee and every instrument to which the seal is affixed shall be signed by a member of the Executive Committee and shall be countersigned by the secretary or by a second member of the Executive Committee or by some other person appointed by the Executive Committee for the purpose.

NOTICES

- 71. Every member shall from time to time leave in writing at the office an address to be registered as his place of residence and the place so from time to time registered shall for the purposes of the act and these articles be deemed his

place of residence. In default of doing so the office shall be deemed his place of residence and registered address for those purposes.

72. Notices calling general meetings or of their adjournment and all other notices to be given under or with reference to the articles to the members shall be given by sending letters to the members at their registered addresses. All letters sent in pursuance of this article shall be signed by the secretary or some other person appointed by the board for that purpose except in the case of a meeting convened by members in accordance with the articles and in that case be signed by the members convening the same.
73. The said letters may be served upon the members either personally or by sending them through the post in a pre-paid letter addressed to such members at their registered addresses.
74. Any notices so sent by post to a member shall be deemed to have been served on him on the day following that on which the letter containing it shall have been posted in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and lodged at a Post Office.

INDEMNITY

75. Every member of the Executive Committee auditor secretary and other officer for the time being of the Association shall be indemnified out of the assets of the Association against any liability arising out of the execution of the duties of his office which is incurred by him in defending any proceeding, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the court in respect of any negligence default breach of duty or breach of trust.

WE the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of these Articles of Association.

Subscriber

R.S. Muller
83 Lady Davidson Circuit
Forestville 2087
General Manager / Director

Witness

A.D. Vicary
33 Hallam Avenue
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A.D. Vicary

Dated this 27th day of July 1979