



TRIGLAV CLUB LIMITED

(Incorporated on 15th July 1975)

Premises 19 Brisbane Road St Johns Park, N.S.W.

Postal Address P.O. Box 61, Canley Heights 2160

Telephone 610 1627

Address all correspondence to The Secretary

N/A

Date 15.5.1992

SLOVENSKA IZSELJENISKA MATICA
Cankarjeva 1/II Ljubljana

Spostovani,

Obracamo se na vas s prošnjo za pomoč in nasvet.
Pred leti smo si od vas sposodili \$ 187.812.07 in dogovor
je bil, da povrnemo kapital v starih obrokih s pricetkom
1.maja 1992.

V letih, ki so pretekla smo zgradili klub, ga opremili in
dogradili balinisca, z namenom, da bi pritegnili v klub cim
vec avstralskih Slovencev. Vecina dela v klubu je bila in je
se opravljena na prostovoljni bazi. Zal pa je nas Slovencev
vedno manj, staramo se, nasi clani umirajo, novih slovenskih
priseljencev ni, nasa mladina pa ne kaze veliko zanimanja za
slovenske tradicije, ki privlacijo njihove starse v klub.
Iz vsega tega sledi, da nimamo toliko prometa in dohodkov,
kot bi si zeleti in potrebovali. Tudi pri najboljsi volji ne
moremo spraviti skupaj preko \$ 45.000.- na leto, kakor smo
obvezani.

Zavedamo se, da ste nam napravili neizmerno uslugo s tem, da
ste nam dali posojilo, posebno na tako ugodne obresti in da
ste tako dolgo cakali na nas.

Prav bi bilo in cas je ze, da vam denar povrnemo, zal pa take
vsote naenkrat nimamo in je nikakor ne bi mogli zbrati, razen
ce bi prodali klub, kar pa verjetno ne bi bilo prav ne nam ne
vam.

Posvetovali smo se ze o teh problemih z Dr Pucnikom, ko je bil
pri nas na obisku in svetoval nam je, naj poskusimo doseci, da
bi imeli daljsi casovni termin za povrnitev kapitala. V naj-
boljsem primeru bi lahko placali okrog \$ 7.000.- na leto
plus obresti. Vljudno vas prosimo, ce upostevate nase oko-
liscine in upamo, da bomo prisli do kompromisa, ki bi nam
omogocil povrniti nas dolg pod bolj ugodnimi pogoji.

S prijateljskimi pozdravi,

Za Klub Triglav Sydney,

Emil Kukovec Predsednik



TRIGLAV CLUB LIMITED

(Incorporated on 45th July, 1975)

Premises: 80 Brisbane Road, St. Johns Park, N.S.W.
Postal Address: P.O. Box 61, Canley Heights, 2166.

Telephone: 610 1627 fax 609 1088

Address all correspondence to The Secretary

Ref. No. N/A

Date: 12.1.1993

ANNEX

TO THE AGREEMENT, SIGNED BETWEEN:

THE SLOVENIAN EMIGRATION SOCIETY OF LJUBLJANA
(hereinafter called "The Lender")

AND

TRIGLAV CLUB LTD (hereinafter called "The Borrower")

- 1.) Principal repayment has been postponed till the 1 st of May 1993.
The Borrower agrees to repay the principal in amount of
AU\$ 187.812.07 in twenty (20) annual instalments, commencing
on 1 st of May 1993. The final installment is to be paid on
the 1.st of May 2012.
- 2.) Two percent (2 %) interest is to be calculated yearly
and is payable to the Lender on the 1.st of May each year,
commencing on the 1.st of May 1993.
- 3.) The Payment schedule, being part of this agreement is
attached.
- 4.) The interest and the principal will be transferred by the
Borrower /Administrator to the Account of Slovenian Emigra-
tion Society NO 50100-620-133-7383-2818/5 at Ljubljanska
Banka, Ljubljana.
- 5.) This Annexe is signed in three (3) copies and each party
receives one (1) copy.

TRIGLAV CLUB LTD

EUROFURNITURE P/L

SLOVENIAN EMIGRATION
SOCIETY

NAJVAZNEJSI PODATKI O NAJETJU POSOJILA IZ LJUBLJANE

1. Decembra 1976 tik pred odkrivanjem spomenika je bil sestanek zastopnikov vseh vej Triglava in Draga Seligerja, Milana Kucana, gen. konzulam, konzulom in ambasadorjem Sokorcem. Vprasanje gradnje je bilo sprozeno in Triglav je bil opogumljen s strani Kučana in Seligerja, da se odločimo za zelo ugodno posojilo iz domovine.
2. Marca 76 je Kucan preko Kodele sporočil, da je s posojilom vse v redu in da ga je možno dobiti.
3. V novembru 76 je bilo pismeno sporočeno od Matice, da je s posojilom vse na tekocem. ~~TRIGLAV SE NI IMEL POGOJEV ZA GRADNJO KOT NACRTI IN GRADBENO DOVOLJENJA~~ Do tega sporočila Triglav se ni imel pogojev za gradnjo kot nacrti in gradbeno dovoljenja.
4. Od tedaj, ~~TRIGLAV SE NI IMEL POGOJEV ZA GRADNJO KOT NACRTI IN GRADBENO DOVOLJENJA~~ dalje je Triglav pogosto poskusal dobiti sporočila o nadaljnjem razvijanju zadeve v zvezi s posojilom, toda nekega določenega odgovora ni bilo. Nacrt in gradbeno dovoljenje (prvo) je bilo pripravljeno.
5. Februarja 1979 je Triglav iskal posojilo pri Comm. Banki, ker pa nacrti niso bili popolni, je bilo posojilo zavrnjeno.
6. Klub je imel prvi izredni občni zbor 21. aprila 1979, na katerem je bil prisoten arhitekt Bower in kjer se je odločilo, da se bodo nacrti predelali, da se nadaljuje z najetjem posojila iz Ljubljane in da se pooblasti arhitekta Bowerja, da naredi nove nacрте.
7. Po tem obcnem zboru se je s povečano vneto delalo na najetju posojila katerega se je pričakovalo do 1. julija 1979.
8. Takratni predsednik Kluba Peter Krobe je odsel na obisk v domovino in je odnesel s seboj izgotovljene nacрте. V Ljubljani so nacрте pregledali in uredili tako, da bi Klub do konca julija dobil odobritev posojila. Ker pa so bili uradniki v vecini takrat na dopustu je bilo obravnavanje posojila pdloženo na konec septembra, ~~TRIGLAV SE NI IMEL POGOJEV ZA GRADNJO KOT NACRTI IN GRADBENO DOVOLJENJA~~ nato na oktober in nato se na december 79. Vsa ta odlasanja so bila v tako kratkem zaporedju, da se nam ni splacalo resno pomisliti na druge možnosti. V tem casu (oktober) so priceli arhitekti tudi pritiskati za placilo.
9. V letu 80 naj bi se posojilo odobrilo že vkoncem januarja. Odloženo pa je bilo na februar in nato zaradi Tituve bolezni na marec, ko nam je slovenska skupščina posojilo odobrila (27. 3.80.).
10. Imeli smo sestanek s Vice Konzulom Bozom Cerarjem, na katerem nam je sporočil pogoje posojila. (3% in odplacovanje 10 let). Aprila.
11. V maju nam je bilo prvič tudi pismeno dostavljeno sporočilo o odobritvi. Do tedaj je bilo vse ustmeno in telefonsko.
12. V septembru 80 smo imeli občni zbor. Ker je bila zadeva s posojilom se vedno v negotovosti, ~~TRIGLAV SE NI IMEL POGOJEV ZA GRADNJO KOT NACRTI IN GRADBENO DOVOLJENJA~~ je bil Triglav primoran podaljšati zacasno posojilo, katero je bilo prvič najeto že v aprilu 80, v upanju, da se bo zadeva uredila v naslednjih 6. mesecih. Na tem obcnem zboru je bila postavljeno tudi združevanje z S.D.S.
12. Ker ni bilo enakega odgovora tudi s strani S.D.S. bi Triglav Moral priceti s prepisom Zemljiške posesti na Klub. ~~TRIGLAV SE NI IMEL POGOJEV ZA GRADNJO KOT NACRTI IN GRADBENO DOVOLJENJA~~ Samo nekaj dni po obcnem zboru pa smo prejeli sporočilo od konzulata, da je Sloveija les (Euro Furniture) dobilo navodilo, da se sklene pogodbo o posojilu. Zelja Slovenija lesa je bila, da se prepis naredi, dokler ni pogodba sklenjena, ker bi bilo potem treba zopet čakati. Odbor "Triglava se je za to odločil, da cim preje dobi dener, da prepis pocaka.

13. V upanju, da bo posojilo v zelo kratkem času na razpolago za uporabo, smo skusali poziveti tudi klubske aktivnosti. S strani advokata za Slovenija les smo prejeli pismeno sporocilo, naj se architect pripravi za gradnjo. Posojilo naj bi bilo po advokatovem pismu na razpolago v decembru lani.
14. Na večkratno urgiranje nismo prejeli nikakorsnih novic. V začetku februarja smo preko konzulata sporocili ~~XX~~ finančni položaj Triglava in sredi februarja je odpotoval na obisk v domovino klubski odbornik Karl Pelcar z družino. Obiskal je tudi Matico, kjer so mu pokazali pogodbo odobreno in podpisano.
15. Sporoceno nam je bilo, ~~da je tajnik~~ da je zastopnik Slovenije lesa v Melbournu prejel navodilo, da naj pogodbo da Triglavu v podpis, tako da se čimprej dokončno pogodba uredi in posojilo ~~napred~~ prične uporabljati.



TRANSFER

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

OFFICE USE ONLY

of	
\$	

DESCRIPTION
OF LAND
Note (a)

Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
VOLUME 6356 FOLIO 136	WHOLE	PH: ST. LUKE. CO: CUMBERLAND

TRANSFEROR
Note (b)

TRIGLAV PTY. LIMITED	OFFICE USE ONLY N
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ESTATE
Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 80,000.00
and transfers an estate in fee simple
in the land above described to the TRANSFEREE

TRANSFEREE
Note (b)

TRIGLAV CLUB LIMITED	OFFICE USE ONLY
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TENANCY
Note (d)

as joint tenants/tenants in common

PRIOR
ENCUMBRANCES
Note (e)

subject to the following PRIOR ENCUMBRANCES 1. Mortgage S.717192

2. 3.

DATE OF TRANSFER

9th Oct 1981.

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (f)

Signed in my presence by the transferor who is personally known to me
THE COMMON SEAL of TRIGLAV PTY. LIMITED was
hereunto affixed pursuant to a resolution
of the Board of Directors and in the presence
of the persons whose names are
subscribed hereto:-

Director.

Secretary.

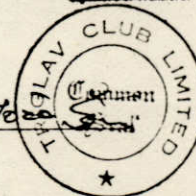


Note (f)

Signed in my presence by the transferee who is personally known to me
THE COMMON SEAL of TRIGLAV CLUB LIMITED was
hereunto affixed pursuant to a resolution of
the Board of Directors and in the presence
of the persons whose names are subscribed
hereto:-

Directors.

Secretary.



TO BE COMPLETED
BY LODGING PARTY
Notes (g)
and (h)

LODGED BY		LOCATION OF DOCUMENTS	
Delivery Box Number	Extra Fee	CT	OTHER
Checked by		Produced by	
REGISTERED - -19		In R.G.O. with	
Registrar General			

THIS DEED is made the day of 1981
BETWEEN TRIGLAV CLUB LIMITED of

(hereinafter called
"the Mortgagor") of the one part
AND EURO FURNITURE PTY. LIMITED of 18/20 Glenvale
Crescent, Mulgrave (hereinafter called "the Mortgagee") of
the other part.

WHEREAS by Mortgage No. S717192 TRIGLAV PTY. LIMITED of
403 Guildford Road, Guildford in consideration of a
principal sum of ONE HUNDRED AND SEVENTY TWO THOUSAND
EIGHT HUNDRED AND TWENTY DOLLARS (\$172,820.00) advanced to
it by the Mortgagee upon the security of the land and
hereditaments described in the said Mortgage (hereinafter
referred to as "the Mortgaged Property") covenanted and
agreed with the Mortgagee to repay the advance in the
manner and at the time therein provided

AND WHEREAS there remains on the security of the said
Mortgage a principal sum of ONE HUNDRED AND SEVENTY TWO
THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS (\$172,820.00)

AND WHEREAS the Mortgagor has contracted to purchase the
Mortgaged Property from Triglav Pty. Limited subject to
the said Mortgage

AND WHEREAS the Mortgagee has in consideration of the
execution of these presents agreed to allow the said
principal sum to be repaid in the manner provided in the
said Mortgage

NOW THIS DEED WITNESSETH that in consideration of the
premises the Mortgagor for itself and its successors
HEREBY COVENANTS AND AGREES with the said Mortgagee its
successors and assigns that it will pay to the Mortgagee
the said principal sum at the rate and in the manner
provided in the said Mortgage and will observe all the
provisions covenants and conditions contained in the said
Mortgage covenanted or implied on the part of the
Mortgagor to be performed PROVIDED ALWAYS and it is hereby

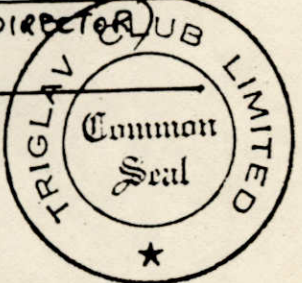
agreed and declared that the powers of sale and all trusts powers covenants provisions agreements declarations and provisos ancilliary and incidental or relating thereto and all other covenants powers attornments and provisos contained in the said Mortgage shall remain in full force and effect and be binding upon the Mortgagor in like manner as if it were the party named in the said Mortgage as Mortgagor and all things and payments which under any of such trusts powers covenants provisions agreements declarations and provisos ought to be done performed observed or made by the Mortgagor named in the said Mortgage and which the Mortgagee is authorised to do may be done performed observed or made by the Mortgagee in its discretion AND the said Mortgagor DOTH HEREBY CHARGE the said land and hereditaments with the due payment of the principal sum of ONE HUNDRED AND SEVENTY TWO THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS (\$172,820.00) and interest.

IN WITNESS WHEREOF these presents have been duly executed the day and year first hereinbefore written.

THE COMMON SEAL of TRIGLAV CLUB LIMITED was hereunto duly affixed in the presence of:)

Karl Poljan
(Secretary)

J. Brstori
(DIRECTOR)



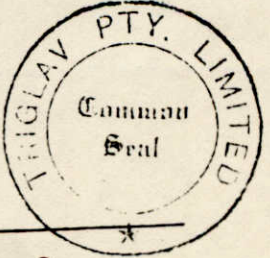
THE COMMON SEAL of EURO FURNITURE PTY. LIMITED was hereunto duly affixed in the presence of:)

THE COMMON SEAL of TRIGLAV PTY. LIMITED was hereunto duly affixed in the presence of:)

LSM:0013N

Karl Poljan
(SECRETARY)

[Signature]
(DIRECTOR)



D E E D

=====

between

TRIGLAV CLUB LIMITED AND SUBSCRIBERS

DEED made this seventh day of March in the year One thousand nine hundred and eighty one BETWEEN TRIGLAV CLUB LIMITED a Company duly incorporated in the State of New South Wales (hereinafter called the "Club") of the one part and the persons whose names and signatures appear in the schedule hereto (hereinafter called the "Subscribers") of the other part

WHEREAS:-

- (a) The Club has agreed to purchase from TRIGLAV PTY. LIMITED (hereinafter called "the Company") all that piece or parcel of land being Lot A Bibbys Road, St. Johns Park comprised in Certificate of Title Volume 6356 Folio 136 together with improvements erected thereon consisting of Club premises at or for the purchase price of Ninety thousand dollars (\$90,000.00).
- (b) The Company is indebted on the security of First mortgage over the subject property in the sum of Thirty thousand dollars (\$30,000.00) to STORMAR HOLDINGS PTY. LIMITED, AND TRUPAN PTY. LIMITED, TERRIE AND BRENDA McDONALD AND MILTON LAURENCE.
- (c) The Company is indebted on the security of Second mortgage over the said property in the sum of nine thousand dollars (\$9,000.00) to MRS. J. O'BRIEN.
- (d) The Subscribers whose names and signatures appear in the said schedule have agreed to assist the Club in its purchase by contributing the respective amounts being the EQUAL PORTIONS of the amount of all legal expenses required to execute and finalize the purchase of above land.

NOW THIS DEED WITNESSETH as follows:-

1. The Subscribers hereby contribute and subscribe to the Club the respective amounts under conditions stated above AND the said amounts shall respectively constitute contributions to the Club for the purpose of paying LEGAL EXPENSES in connection with the purchase of above land.

DATED

1982

EURO FURNITURE

- and -

TRIGLAV CLUB LIMITED

VARIATION OF MORTGAGE

DOYLE & KERR
SOLICITORS
450 LITTLE COLLINS ST.
MELBOURNE 3000 VIC.

REF: PAD:KS
PH: 67 8511



MORTGAGE

REAL PROPERTY ACT, 1900

(To be lodged in duplicate)

(See Instructions for Completion issued separately)

OFFICE USE ONLY

M

of

\$

DESCRIPTION
OF LAND
Note (a)

Volume 6356
Folio 136

If Part Only, Delete Whole and Give Details

WHOLE

Location

Parish of St. Luke
County of Cumberland

MORTGAGOR
Note (b)

TRIGLAV PTY. LIMITED of 403 Guildford Road, Guildford

OFFICE USE ONLY

N

(the abovenamed MORTGAGOR) hereby acknowledges receipt of the principal sum of \$ 250,000. 00
covenants with the undermentioned Mortgagee that the provisions set forth in the Schedule hereto shall be deemed to be incorporated herein, and, for the purpose
of securing to the Mortgagee the payment of the principal sum and interest thereon, mortgages to the MORTGAGEE,

MORTGAGEE
Note (b)

EURO FURNITURE PTY. LIMITED of 18/20 Glenvale Crescent, Mulgrave

OFFICE USE ONLY

TENANCY
Note (c)

as joint tenants/tenants in common

PRIOR
ENCUMBRANCES
Note (d)

all the Mortgagor's estate and interest in the land above described (which land is referred to in the Memorandum hereinafter mentioned and in the Schedule hereto
as the mortgaged land) subject to the following PRIOR ENCUMBRANCES 1.
2. 3.

DATE OF MORTGAGE

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the mortgagee who is personally known to me
THE COMMON SEAL of TRIGLAV PTY. LIMITED)
was hereunto affixed pursuant to a)
resolution of the Board of Directors)
and in the presence of the persons whose)
names are subscribed hereto:-)



EXECUTION
Note (e)

Charles W. Pittman
Secretary

Signed in my presence by the mortgagee who is personally known to me

Director
Director.

Note (e)

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signature of Mortgagee

TO BE COMPLETED
BY LODGING PARTY
Notes (f)
and (g)

LODGED BY

LOCATION OF DOCUMENTS

CT OTHER

Herewith.

In R.G.O. with.....

Produced by

Delivery Box Number

OFFICE USE ONLY

Extra Fee

Checked
by

REGISTERED - -19

Registrar General

FOR THE CONSIDERATION AFORESAID the Mortgagor hereby

(a) irrevocably appoints the mortgagee the attorney of the mortgagor immediately on or at any time after any breach or default by the mortgagor to exercise in the name of the mortgagor all rights, powers and remedies of the mortgagees expressed or implied herein and to receive any moneys payable to the mortgagor in respect of the mortgaged land whether in respect of the insurance compensation or otherwise and to do all things required to be done by the mortgagor and to execute all documents and to do all things necessary in regard to such matters.

(b) covenants with the mortgagee as follows:

Firstly—The mortgagor will pay to the mortgagee the principal sum, or so much thereof as shall remain unpaid, on the first day of May, 1991 and in the meantime as provided in Clause 41 hereof

Secondly—The mortgagor will pay interest on the principal sum or on so much thereof as for the time being shall remain unpaid; and upon any judgment or order in which this or the preceding covenant may become merged, at the rate of _____ per centum per annum as follows, namely—By equal payments on the _____ day of _____ in each and every year.

days of the months of _____, 19____, to be made on the _____ day of _____, 19____, next; Provided always, and it is hereby agreed and declared, that if the mortgagee shall on every day of _____ which interest is hereinbefore made payable under this security, or within fourteen days after each of such days respectively, pay to the mortgagee interest on the principal sum or on so much thereof as shall for the time being remain unpaid at the rate of _____ per centum per annum, and shall also duly observe and perform all and every the covenants on the mortgagee's part herein contained or implied then the mortgagee shall accept interest on the said principal sum or on so much thereof as shall for the time being remain unpaid at the rate of _____ per centum per annum in lieu of _____ per centum per annum for every _____ day of _____, 19____.

Days as stored.

Thirdly—The mortgagor will observe the provisions set forth in the Memorandum filed in the Registrar General's Office as Number Q 860000, which provisions are deemed to be incorporated herein.

DELETION OF COVENANTS
Note (h)

Fourthly - The Mortgagor agrees to pay interest to the Mortgagee on the actual amount borrowed at the rate set out in the Schedule hereto and described as the higher rate. Such interest will commence from the date of the first payment by the Mortgagee to the Mortgagor and such interest will be paid on so much of the loan amount as is actually paid to the Mortgagee. The first payment of interest is to be made by the Mortgagor on 1st May, 1982 and shall comprise interest on the actual amounts received from the commencement date until 30th April, 1982. Thereafter, interest shall be calculated yearly on the total amount borrowed and which is from time to time outstanding and shall be payable yearly on 1st May in each year until 1st May, 1991 when the balance of all monies advanced to the Mortgagor together with any outstanding interest are to be repaid to the Mortgagee PROVIDED HOWEVER that should the Mortgagor have paid and the Mortgagee have received by 1st May in each year until the 1st May, 1991 interest on the amount borrowed which is from time to time outstanding then the Mortgagee will accept interest at the rate set out in the Schedule and described as the lower rate in lieu of interest at the higher rate.

ADDITIONAL
COVENANTS
Note (i)

The Mortgagor agrees to pay interest as referred to above calculated and payable as set out in the Schedule hereto.

Stanislaw Luthardt
Secretary.

Director.

OFFICE USE ONLY

[illegible]

Sixteenthly - The expression "The Principal Sum" shall mean and include each and all of the following:-

- (a) The abovementioned consideration and any further advances made by the Mortgagee to the Mortgagor from time to time.
- (b) All moneys now or hereafter to become owing or payable to the Mortgagee by the Mortgagor either alone or on joint or partnership account or on any other account whatsoever and whether as principal debtor or pursuant to any guarantee or indemnity.
- (c) All moneys which the Mortgagor whether directly or indirectly or contingently or otherwise and whether presently or in the future has to or may become liable to pay to the Mortgagee on or upon any account, document, negotiable or other instrument agreement or document or by reason of any other matter or thing whatsoever or in or by reason of any transaction or event in or by which the Mortgagee is or may become in any manner whatsoever a creditor of the Mortgagor including but without limiting the generality thereof all moneys which may become owing to the Mortgagee as a result of the breach of or non-performance of all or any of the obligations owed to the Mortgagee by the Mortgagor under the provisions hereof or under the provisions of any agreement between the Mortgagor and the Mortgagee and any agreement between any Guarantors hereunder and the Mortgagee.
- (d) All moneys which the Mortgagee shall pay or is now or shall become liable to pay to for or on account of the Mortgagor either alone or jointly with any other person and either by direct advances or by reason of the Mortgagee accepting or paying or discounting any order draft cheque promissory note bill of exchange or other arrangement or by entering or having entered into any bond indemnity or guarantee or otherwise incurring or having incurred liabilities for or on behalf of the Mortgagor or otherwise which the Mortgagee may incur or become liable for in connection with the security hereunder.
- (e) All moneys with which the Mortgagee shall be at liberty to debit and charge to the Mortgagor under the covenants conditions or provisions herein contained or in any security collateral hereto.
- (f) All other moneys whatsoever which the Mortgagee shall lend pay or advance or become in any way whatsoever liable to pay or advance to for or on the credit or for the accommodation or otherwise on the account of the Mortgagor or to for or on account of any other person upon the order or request or under the authority of the Mortgagor.
- (g) Interest upon all such moneys as aforesaid or on so much thereof as shall for the time being be due or remain unpaid calculated and paid at the rate specified herein.

Seventeenthly - The Mortgagor will pay to the Mortgagee on demand all moneys hereby secured (other than the abovementioned consideration) together with interest thereon at the higher rate (if any) referred to above.

Eighteenthly - Where any money which during the continuance of the security may be or become payable whether by way of purchase money or compensation or otherwise in respect of any resumption of the mortgaged land or any part thereof or payable to the Mortgagor by a local municipal or shire council pursuant to the provisions of Section 342AC of the Local Government Act 1919 as amended or otherwise payable to the Mortgagor by any local council public or statutory governmental or semi-governmental authority in respect of the issue of an incorrect certificate as to the zoning or permitted use of the mortgaged land or howsoever otherwise payable by any such authority in respect of any change or alteration in zoning or permitted use of the mortgaged land under or in pursuance of any Statute or other rights at law whereby the value of the mortgaged land is or may be affected in any way then such money shall (subject to the rights of any prior encumbrances) be paid to and be receivable by the Mortgagee whose receipt alone shall be sufficient discharge therefor and shall be applied by the Mortgagee in reduction of any moneys hereby secured whether then due or not.

Nineteenthly - That the Mortgagor will duly and punctually comply with and observe all acts statutes ordinances regulations and by-laws now or hereafter in force and all requirements notices and orders of any authority statutory or otherwise in all cases whatsoever (including all work ordered by any board or authority public or local) in respect of or affecting the mortgaged land and in particular when the non-compliance therewith or the non-observance thereof shall or might impose some charges liability or disability upon the mortgaged land or any part thereof or prejudicially affect the security and will not apply for or obtain from the Crown or any Statutory Authority or any person any money or material or otherwise whereby any charge or liability shall or might be imposed on the mortgaged land or any part thereof in priority to these presents.

Twentiethly - That all the powers rights and remedies conferred upon the Mortgagee hereunder or implied in its favour or conferred upon it by the Real Property Act 1900 (as amended) or the Conveyancing Act 1919 (as amended) shall be immediately exercisable by the Mortgagee without notice and the principal sum hereby secured or so much thereof as shall then be owing and any interest or other moneys then due to the Mortgagee hereunder shall immediately become due and payable without formal demand or notice by the Mortgagor if any order or resolution shall be made or passed for the winding up of the Mortgagor except for the purpose of amalgamation or reconstruction or if a receiver shall be appointed or the mortgaged land or any part thereof shall be taken in execution.

Twenty-firstly - That in the event of the Mortgagor during the continuance of this security selling transferring or parting with the possession of the mortgaged land or any part thereof or executing any further security or charge over the mortgaged land without previous consent in writing of the Mortgagee the balance of the principal sum and interest thereon and all other moneys hereby secured shall become immediately due and payable by the Mortgagor to the Mortgagee.

Twenty-secondly - That the Mortgagor will punctually pay all moneys principal interest or otherwise covenanted to be paid in any Memorandum of Mortgage herein noted as a prior encumbrance and will duly observe and perform all and every the covenants and conditions on the part of the Mortgagor therein contained or implied.

Twenty-thirdly - That any receiver appointed by the Mortgagee pursuant to Section 115 of the Conveyancing Act 1919 (as amended) shall in addition to the powers conferred by the said Act have power in its own name but as Agent for the Mortgagor from time to time to grant any such lease or leases as the Mortgagee will be entitled to grant and to accept surrenders of leases and of tenancies and the Mortgagee shall have power to advance to such receiver as Agent for the Mortgagor such moneys as may be thought to be required for the purpose of enabling such receiver fully to exercise any powers or authorities conferred on or vested in it or in connection with the carrying out of its duties as such receiver and any moneys so advanced shall until repayment be deemed to be included in the principal sum and be overdue and shall be secured by this Mortgage together with interest at the higher rate first hereinbefore mentioned.

Twenty-fourthly - That neither the taking of this security nor anything herein contained shall be held to merge discharge postpone or

John E. Pittman
Secretary.

W. J. Jones
Director.

otherwise affect prejudicially any other security now or hereafter held by the Mortgagee for payment of the principal sum nor affect any claim or demand which the Mortgagee now has or may hereafter have against any other person whomsoever as surety or otherwise and this mortgage shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever until a final discharge hereof shall have been given.

Twenty-fifthly - In the event of a claim that any transaction payment or obligation made during the currency of this security in favour of the Mortgagee or in any way affecting the moneys hereby secured is void or can otherwise be set aside under any law relating to bankruptcy liquidation or the protection of creditors and such claim is upheld conceded or compromised by the Mortgagee the Mortgagee shall be entitled as against the Mortgagor to all rights set out herein in respect of the moneys hereby secured and notwithstanding that such claim is upheld conceded or compromised as the case may be and notwithstanding any release settlement or discharge which may have been given or made by the Mortgagee and in addition to all other moneys recoverable by the Mortgagee from the Mortgagor the Mortgagee shall be entitled to recover all costs and expenses incurred by the Mortgagee in connection with any negotiations or proceedings relating to any such claim as aforesaid.

Twenty-sixthly - That it is hereby expressly agreed and declared that the security created by this mortgage shall confer upon the Mortgagee priority over any second or subsequent security over or in respect of the mortgaged land or any part thereof for the principal sum notwithstanding that the whole or any part thereof may be advanced or re-advanced after the date hereof or after the date of any second or subsequent security and the Mortgagee shall be entitled accordingly to lend to the Mortgagor on the security of this mortgage which shall be and remain in force as a continuing security having priority over any second or subsequent security until a discharge hereof shall have been executed by the Mortgagee and notwithstanding that any sum or sums may from time to time be paid to the credit of any account or accounts of the Mortgagor with the Mortgagee and notwithstanding that such account or accounts may at any time be or appear to be in credit and notwithstanding any statement of account or any other matter or thing whatsoever and in the same manner as if sums of money had been advanced by the Mortgagee prior to the date of any second or subsequent security or the date of any advance or loan secured by such a second or subsequent security and this mortgage and the Mortgagee's rights hereunder shall not be discharged postponed or in any way prejudiced by any second or subsequent security nor anything contained therein nor by the operation of the rules known as the rule in *Hopkinson v. Rolt* or the rule in *Clayton's case*.

Twenty-seventhly - That the Mortgagor will upon demand pay to the Mortgagee all such stamp duty payable on or in relation to or by reason of this mortgage or the loan hereinbefore referred to including Loan Instrument Duty and Loan Security Duty and shall indemnify the Mortgagee for any such duty paid by the Mortgagee and the Mortgagor will upon demand pay to the Mortgagee all costs of the preparation execution stamping and registration of these presents and any release thereof and of the exercise or enforcement or attempted exercise or enforcement of any power right or remedy of the Mortgagee hereunder or which the Mortgagee may in any way incur in respect of the protection of this and any other security and the mortgaged land or owing to the non-observance or non-performance of any covenant on the part of the Mortgagor herein contained or implied and the Mortgagee is hereby authorised and empowered to sign or to instruct its solicitors to sign as correct for registration any release or partial release of these presents on behalf of the Mortgagor.

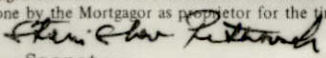
Twenty-eighthly - That the Mortgagor hereby irrevocably appoints the Mortgagee and every Director, Secretary, Manager and Acting Manager for the time being of the Mortgagee severally to be the Attorney of the Mortgagor in the name of the Mortgagor to do all such acts and execute all such instruments as the Mortgagor could personally do or execute and as the Mortgagee shall think proper to give effect to the security intended to be hereby given and the powers rights and remedies of the Mortgagee hereunder and to sue for recovery and receive any insurance moneys and to compromise any claim for such moneys and immediately on or at any time after any default as aforesaid, and without giving any person any notice whatever, to enter into possession and management of the mortgaged land and to exercise all powers of ejectment and to lease the whole or any part of the mortgaged land either with or without an option to purchase, for such period or periods upon such terms and conditions as the Mortgagee shall think fit, without any eviction or interruption by the Mortgagor or any person whomsoever and to accept surrenders and make concessions to or compromise with tenants upon terms or gratuitously and otherwise with respect to such tenancies to have all the powers of an absolute owner.

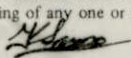
Twenty-ninthly - That upon the power of sale becoming exercisable hereunder it shall be lawful for the Mortgagee or any receiver appointed by the Mortgagee at any time and from time to time without giving to the Mortgagor any notice to do all or any of the following:-

- (a) To enter upon and take possession and/or enter into receipt of the rents and profits of all or any of the mortgaged land and to manage the same and to pull down rebuild alter and add to any then existing building or improvement thereon and to erect or make any new building or improvement thereon and to do all such things as the Mortgagee may deem necessary to manage and efficiently to carry on the mortgaged land or to obtain income therefrom and for any of such purposes to employ managers workmen and others and otherwise to act in all respects as the Mortgagee in its absolute discretion may think fit.
- (b) To subdivide or cause to be subdivided from time to time the whole or any part or parts of the mortgaged land into two or any greater number of lots and to apply to any Municipal Council or other public or local authority for any approval or consent necessary for any such subdivision or subdivisions and where required as a condition or term of such approval or consent to dedicate any part or parts of the mortgaged land as public roadway reserve or for other public purposes and to create easements in favour of the Crown or of any public or local authority in respect of any part or parts of the mortgaged land and to register or cause to be registered by the Registrar General as a Deposited Plan any plan of such subdivision or subdivisions and generally to do all such acts and things necessary for such subdivision or subdivisions to be effected.
- (c) To lease the mortgaged land or any part thereof for such time and upon such terms as the Mortgagee shall deem reasonable either taking or not taking any fine or premium and either with or without the option to the lessee at any time during the currency of any such lease or at the determination thereof of purchasing the premises leased or any part thereof or of renewing any such lease and if with option of purchase at such price and upon such terms and conditions as the Mortgagee shall think fit and also to accept surrenders of and to determine any tenancy now existing or which may hereafter be created and to compromise with or make concessions to tenants upon such terms and conditions as the Mortgagee may think fit.

To surrender to the Crown all or any part of the mortgaged land and to exchange with the Crown or with any person all or any part of the same for other land of any tenure either with or without giving or receiving any money or other consideration for the purpose of equalising the exchange and any land so acquired may thereon be dealt with by the Mortgagee as if it were part of the mortgaged land.

To cause to be registered in respect of the whole or any part of the mortgaged land a plan in such form and creating such easements and restrictions as the Mortgagee determines under the Strata Titles Act 1973 and in the name of the Mortgagor to do all things required or which may be done by the Mortgagor as proprietor for the time being of any one or more lots in the Strata Plan.


Secretary.


Director.

Thirtiethly - Any statute proclamation order regulation ordinance or moratorium whether Federal or State present or future shall not apply to this mortgage or any collateral security so as to abrogate extinguish impair diminish fetter delay or otherwise affect any rights powers or remedies given to or accruing to (whether by this mortgage, by statute or otherwise howsoever) the Mortgagee in respect to the principal sum or to the covenants or provisions hereof or of any collateral security.

Thirty-firstly - In the event that the Mortgagor is a Company then the Mortgagor covenants with the Mortgagee that the Mortgagor shall not:-

- (a) register record or enter in its books or in any way give effect to the transfer of any share or shares in the capital of the Mortgagor;
- (b) alter vary or modify its Memorandum or Articles of Association or convene or attempt to convene any meeting of its members for such purpose;
- (c) increase or reduce its share capital (whether issued or not) or vary any rights privileges or qualifications attaching to any class or classes of shares in the capital of the Mortgagor;

nor shall it attempt to do any of the foregoing without the consent in writing of the Mortgagee first had and obtained.

Thirty-secondly - As a method of payment the Mortgagor will when required by the Mortgagee so to do sign an order or orders upon the Mortgagor's Bankers directing the payment of all or any moneys payable hereunder or under any security collateral hereto by the debiting of the Mortgagor's account (whether opened or to be opened) therewith and crediting the same to the Mortgagee's account at a Bank nominated by the Mortgagee.

Thirty-thirdly - The Guarantor hereby guarantees the payment by the Mortgagor to the Mortgagee of the said principal sum and all interest to accrue due in respect thereof and all moneys payable to the Mortgagee under this Mortgage and the observance and performance by the Mortgagor of the terms covenants and conditions in this mortgage contained and by the Mortgagor to be observed or performed on the following terms and conditions:-

- (a) This Guarantee shall be a continuing Guarantee and shall not be considered as wholly or partially discharged by the payment at any time or times hereafter of any of the moneys for the time being due to the Mortgagee as aforesaid and shall not be determined by the death of the Guarantor or the Mortgagor.
- (b) The Mortgagee may at any time grant to the Mortgagor in respect of any moneys due under this mortgage any time or other indulgence and may compound with or release it without affecting the liability of the Guarantor under this Guarantee.
- (c) The Guarantor will not be entitled to the benefit of any securities now or hereafter held or taken by the Mortgagee or to the benefit of any dividends compositions or payments received by the Mortgagee from the Mortgagor so as to affect the liability of the Guarantor under this Guarantee or to prove for or to claim demand or receive any such dividends compositions or payments as aforesaid until the Mortgagee shall have received the full amount due by the Mortgagor and the Guarantor as aforesaid.
- (d) This Guarantee shall not affect or be affected by any other or further securities nor or hereafter held or taken by the Mortgagee or by any loss by the Mortgagee of any collateral or other security or securities or by the Mortgagee omitting to recover by realising or enforcing any security or otherwise any sums due from the Mortgagor or by any other delay or mistake on the part of the Mortgagee.

Thirty-fourthly - That these presents shall be a continuing security notwithstanding any settlement of account intervening payment or other matter or thing whatsoever until full and final payment has been made to the Mortgagee of all moneys owing hereunder.

Thirty-fifthly - Notwithstanding any settlement or discharge figure or account given or stated by the Mortgagee and notwithstanding any payment by the Mortgagor by way of settlement or discharge whether in consequence of such figure or account or otherwise and notwithstanding the judgment in Groongal v. Falkner (35 CLR. 157) no full or partial discharge by the Mortgagee shall release the Mortgagor or any Guarantor from personal liability hereunder until all moneys hereby secured have in fact been received by the Mortgagee.

Thirty-sixthly - Except to the extent that such interpretation shall be excluded or be repugnant to the context every covenant or agreement expressed or implied in this mortgage by which more persons than one covenant or agree shall bind such persons and every two or more of them jointly and each of them severally and whenever the same is used herein reference to the "Mortgagor" shall include where the context so admits their respective executors administrators or assigns or being a company its successors and assigns the expression "the Mortgagee" shall include where the context so admits executors administrators or assigns or being a company its successors and assigns the expression "its officers" shall mean and include the Managing Director and Assistant General Manager for the time being of the Mortgagee where the Mortgagee is a Company the word "person" shall include a corporation words importing the singular number or plural number shall include the plural number and singular number respectively and reference to statutes shall include all statutes amending or consolidating the statutes referred to.

Thirty-seventhly - That these presents are collateral with Mortgage of Life Policy of even date herewith made between the Mortgagee and over Policy No. and the moneys payable to the Mortgagee under such collateral security shall form part of the principal sum and shall be a charge upon the mortgaged land.

Thirty-eighthly - The Mortgagor shall have the right to repay at any time the whole of the principal sum hereunder upon giving to the Mortgagee three months' notice of intention so to pay, or upon payment of three months' interest in lieu of such notice.

Stanislaus Petkovic
Secretary

H. Jones
Director

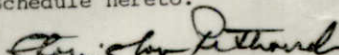
Thirty-ninthly -

- (a) The parties hereto agree and acknowledge that the Principal Sum is to be made available by the Mortgagee to the Mortgagor to enable the Mortgagor to erect a building at the address set out in the Schedule hereto.
- (b) The parties hereto agree and acknowledge that of the total of the principal sum which the Mortgagee will make available to the Mortgagor only such amount as shall have been drawn by the Mortgagor pursuant to the following conditions before 15th April, 1982 shall be payable to the Mortgagor and any balance of the principal sum which is not drawn by the 15th April, 1982 shall be regarded as having lapsed and shall no longer be available to the Mortgagor.
- (c) No payments shall be made by the Mortgagee to the Mortgagor pursuant to this Mortgage until the Mortgagor has satisfied the Mortgagee that all necessary authorities and permits have been obtained for the construction of the said building.
- (d) The Mortgagor shall provide to the Mortgagee appropriate certificates from an architect and accountant acceptable to the Mortgagee setting out the value of works performed for the Mortgagor in connection with the construction of the said building from time to time; upon production to the Mortgagee of such said certificates duly signed by the said accountant and architect the Mortgagee shall pay to the builder responsible for erection of the said building an amount which together with all amounts previously paid pursuant to this Mortgage totals not more than 90% of the amount so certified by the architect and accountant. In the event that in addition to the certificates as to value referred to previously the architect and accountant also present certificates of completion in connection with the said building works then the Mortgagee may advance to the Mortgagor the total amount so certified such said amount to be retained in an amount in the names of both the Mortgagor and the Mortgagee requiring the signature of both pending the payment out of such said sum to the builder in accordance with any clause relating to the retention of such monies.
- (e) The Mortgagor shall be responsible for arranging for such certificates as may be required to be presented to the Mortgagee and such said certificates shall only be presented in accordance with any Schedule of payments set out in any building contract which the Mortgagor may have entered into for the purpose of effecting the building works referred to above.

Fortiethly - The Mortgagor shall in addition to being liable for the payment of interest as hereinbefore provided be liable for any costs incurred in the actual remittance by the Mortgagee to the Slovenian Emigration Society of any instalment pursuant to the agreement between the parties hereto and the said Slovenian Emigration Society dated 18th March 1981.

Forty-firstly - The Mortgagor agrees to repay to the Mortgagee the amount borrowed pursuant hereto by ten equal annual instalments each of such instalments to be one tenth of the amount so borrowed the first of such instalments to be paid on 1st May, 1982 as set out in the Schedule hereto and the final instalment on 1st May, 1991.

Forty-secondly - If the Mortgagor shall be in default in the payment of any instalment either of interest or principal and shall remain in default for a period of 30 days the Mortgagee shall be at liberty to demand the immediate repayment of the borrowed sum or so much thereof as shall then be unpaid together with all interest thereon at the higher rate as set out in the Schedule hereto.


Secretary


Director

Forty-thirdly - The Mortgagee shall have the right at any time while there are monies owing to it by the Mortgagor to call up the whole or part of such monies by giving to the Mortgagor three months prior notice in writing of its intention so to do.

THE SCHEDULE

INTEREST RATE

- (a) Higher Rate:

4% per annum higher than the rate of interest charged by the Commonwealth Trading Bank of Australia from time to time on first mortgages of similar amounts.

- (b) Lower Rate:

2% per annum.

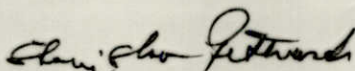
INTEREST PAYABLE

- (a) Calculated yearly.

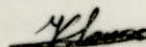
- (b) Payable to the Mortgagee yearly commencing on 1st May, 1982 and thereafter each year on 1st May, until 1st May, 1991 when the balance of the loan amount is to be repaid to the Mortgagee.

ADDRESS OF SITE FOR ERECTION OF BUILDINGS

Lot 19A Bibbys Road, St. Johns Park.



Secretary



Director

SLOVENSKI KLUB „TRIGLAV“

SYDNEY

PRAVILNIK SLOVENSKEGA KLUBA „TRIGLAV“

Ki pošlane veljaven, ko ga sprejme občini zbor kluba in potrdi upravni odbor 'Triglav' Pty. Ltd.

I IME

Ime kluba je - SLOVENSKI KLUB „TRIGLAV“ - SYDNEY

II NAMEN

Namen kluba je kulturno-družabna povezava Slovencev v Sydneyu in okolici:

a/ razvijati vsa področja kulturnega življenja v obliki krožkov in tečajev, ki bodo delovali po svojih programih:

- dramski krožek
- filmski "
- fotoamaterski
- pevski zbor
- slovenska šola za otroke in odrasle
- tečaj angleškega jezika za novodoselece
- plesni tečaj

b/ razvijati in gojiti tradicionalne oblike družabnega življenja Slovencev:

- plesne prireditve
- izlete
- športne aktivnosti (šah, kalinanjé, nogomet, odbojka itd.)

III ČLANSTVO

Članstvo kluba predstavljajo vsi delničarji družbe in osebe, ki jih na osnovi pristopne izjave sprejme odbor. Članska doba se računa od začetka finančnega leta.

A/VRSTE ČLANSTVA

Klub ima redne, občasne in častne člane.

Redni člani so delničarji Triglav Pty Ltd in osebe nad 18 let starosti, ki podpisujejo pristopno izjavo, plačajo predpisano vpisnino in vsaj 30 dni po sprejemu — pristanku odbora — članarino.

Občasni člani so osebe, ki žele postati člani kluba le za določeno dobo (največ 2 leti) in jih sprejme odbor po določeni pristojbini, ki jo določi občni zbor.

Častni člani so osebe, ki imajo posebne zasluge za klub, družbo, ali za slovenstvo nasploh. To članstvo podeli upravni odbor Triglav Pty Ltd na predlog občnega zbora kluba.

B/ PRENEHANJE ČLANSTVA

iz seznama članstva se črta osebe, ki

a/ s pismeno izjavo same utemeljijo svoj odstop in

b/ z izključitvijo, ki jo izreče odbor kluba zaradi delovanja proti koristim kluba, oziroma kršitve pravil.

C/ DOLŽNOSTI ČLANSTVA

Dolžnosti članov so:

- izpolnjevati pravila in delovati za doseg ciljev slov. kluba Triglav in Triglav Pty Ltd,
- izpolnjevati naloge v okviru klubskih aktivnosti,
- dostojno vedenje v klubu in na klubskih prireditvah,

- zavestna skrb za ugled organizacije,
- čuvati imovino kluba.

D/ PRAVICE ČLANOV SO:

- da imajo aktivno in pasivno volilno pravico,
- prost vstop v družabne prostore kluba,
- prost vstop na prireditve kluba (razen na prireditve s plesi),
- imeti klubsko značko, ki služi kot vstopnica,
- da skupinsko in v dogovoru z računovodjo družbe (kluba) pregledajo in dobijo informacije o finančnem stanju,
- da koristijo popust pri nakupu motornih vozil, pohištva itd, ki ga omogoči družba,
- da preko kluba kupijo delnice v Triglav Ply Ltd,
- da brezplačno prejemajo glasilo družbe,
- da se zaradi nepravilnosti v klubu priložijo (ustno ali pisмено) na upravni odbor Triglav Ply Ltd, odbor kluba, ali njegov občni zbor.

IV VODSTVO KLUBA

A/ OBČNI ZBOR

Občni zbor je najvišji organ kluba, ki daje smernice za delo, sprejema ustrezne sklepe, dopolnjuje in popravlja pravilnik, razrešuje in voli člane odbora.

a/ Redni občni zbor mora biti meseca junija napovedan 4 tedne prej in je sklepčen ne glede na število prisotnih.

Vsi sklepi so veljavni, če so sprejeti z več kot polovico glasov.

b/ Izredni občni zbor lahko skličejo:

- upravni odbor Triglav Ply Ltd,

- $\frac{2}{3}$ članov klubskega odbora
 - 30% rednih članov kluba
- Vodje izrednih občnih zborov določa upravni odbor Triglav Ply Ltd.

B/ ODBOR

- a/ Odbor kluba je izvršni organ sestavljen iz 9 članov:
- 5 imenovanih od upravnega odbora družbe in
 - 4 voljenih na občnem zboru.
- b/ Predsednik, tajnik in blagajnik morajo biti člani upravnega odbora Triglav Ply Ltd.

V GOSPODARSTVO

- a/ Vse delo se vrši na osnovah Memoranduma in sklepov upravnega odbora družbe.
- b/ Nadzorstvo nad administrativno-finančnim poslovanjem vrši računovodja družbe.
- c/ Skrb za inventar in vzdrževanje klubskih prostorov ima odbor kluba po internem pravilniku.
- d/ Denar, ki ga klub ustvarja, sme biti uporabljen le za splošne koristi članov in za nakup delnic v Triglav Ply Ltd.

VI RAZID KLUBA

V skladu, da klub razpade, se lastnina razdeli delničarjem.

SLOVENSKI KLUB "TRIGLAV"

S Y D N E Y

SLOVENSKI KLUB TRIGLAV
P.O. BOX 40
SUMMER HILL. 2130

P R A V I L N I K

Pravilnik kluba je vsebinsko razdeljen v 6 glavnih točk:

- I. I M E
- II. N A M E N
- III. Č L A N S T V O
- IV. V O D S T V O K L U B A
- V. G O S P O D A R S K O P O S L O V A N J E
- VI. L A S T N I N A V S L U Č A J U R A Z P U S T I T V E

Veljaven postane, ko ga sprejme občni zbor kluba in potrdi UO (upravni odbor) "Triglav" Pty.Ltd.

I - I M E

Ime kluba je: SLOVENSKI KLUB "TRIGLAV" - SYDNEY

II - N A M E N

Namen kluba je kulturno - družabna povezava Slovencev v Sydney-u in okolici.

1. Da razvija vsa področja kulturnega življenja v obliki krožkov in tečajev, ki bi delovali po svojih internih programih:
 - dramski krožek,
 - filmski krožek,
 - foto-amaterski krožek,
 - pevski zbor,
 - slovenska šola za otroke in odrasle,
 - tečaj angleškega jezika za novodoseljence,
 - plesni tečaj itd.
2. Da dalje razvija in goji tradicionalne oblike družabnega življenja Slovencev:
 - plesne prireditve,
 - izleti,
 - športne aktivnosti (balinanje, nogomet, odbojka, šah itd.)

III - Č L A N S T V O

Članstvo kluba predstavljajo vsi delničarji družbe in osebe, ki jih na osnovi pristopne izjave sprejme odbor. Članska doba se računa od začetka finančnega leta.

A/ VRSTE ČLANSTVA

Klub ima redne, občasne in častne člane.

1. R e d n i č l a n i so delničarji Triglav Pty.Ltd. in osebe nad 18 let starosti, ki podpišejo pristopno izjavo, plačajo ustrezno vpisnino in vsaj 30 dni po sprejemu - pristanku odbora - še članarino.
2. O b č a s n i č l a n i so osebe, ki žele postati člani kluba le za določeno dobo (največ 2 leti) in jih sprejme odbor po določeni pristojbini, ki jo določi občni zbor.
3. Č a s t n i č l a n i so osebe, ki imajo posebne zasluge za klub, družbo ali za slovenstvo nasploh. To članstvo podeli UO Triglav Pty.Ltd. na predlog občnega zbora kluba.

B/ PRENEHANJE ČLANSTVA

Članstvo preneha;

1. z i z s t o p o m, ko oseba s pismeno izjavo utemelji svojo odločitev,
2. z i z k l j u č i t v i j o, ki jo izreče odbor kluba zaradi delovanja proti koristim kluba, oz. zaradi kršitve pravil.

C/ DOLŽNOSTI ČLANOV

Dolžnosti članov so:

1. Izpolnjevati pravila in delovati za dosego ciljev kluba Triglav in Triglav-a Pty.Ltd.
2. Izpolnjevati naloge v okviru klubskih aktivnosti.
3. Dostojno vedenje v klubu in na klubskih prireditvah.
4. Zavestna skrb za ugled ustanove.
5. Čuvati imovino kluba.
6. Redno plačevati članarino.

D/ PRAVICE ČLANOV

Pravice članov so:

1. Da imajo aktivno in pasivno volilno pravico.
2. Prost vstop v družabne prostore kluba.
3. Prost vstop na prireditve kluba - razen na prireditve s plesom.
4. Imeti klubsko značko, ki služi kot vstopnica.
5. Da skupinsko in v dogovoru z računovodjo družbe (kluba) pregledajo in dobijo informacije o finančnem stanju.
6. Da koristijo popust pri nakupu motornih vozil, pohištva itd., ki ga omogoči družba.
7. Da preko kluba kupijo delnice v Triglav Pty.Ltd.
8. Da brezplačno prejemajo klubsko glasilo - Triglav.
9. Da se zaradi kakršnihkoli nepravilnosti v klubu pritožijo (ustno ali pismeno) na UO Triglav Pty.Ltd., odbor kluba ali na občni zbor kluba.

IV - V O D S T V O K L U B A

Vodstvo kluba predstavljata občni zbor (redni in izredni) in odbor.

A/ OBCNI ZBOR

Občni zbor je najvišji organ kluba, ki daje smernice za delo, sprejema ustrezne sklepe, dopolnjuje in popravlja pravilnik, razrešuje in voli člane odbora.

- Redni občni zbor mora biti meseca junija, napovedan 4 tedne prej in je sklepčen ne glede na število prisotnih.
- Izredni občni zbor lahko skličejo:
 1. UO Triglav-a Pty.Ltd.
 2. 2/3 članov klubskega odbora,
 3. 30% rednih članov kluba.

Vodje izrednih občnih zborov določi UO Triglav Pty.Ltd.

B/ ODBOR

- Odbor kluba je izvršni organ - sestavljen iz 9 članov: 5 imenovanih od UO družbe in 4 voljenih na občnem zboru.
- Predsednik, tajnik in blagajnik morajo biti člani UO Triglav Pty.Ltd.

V - G O S P O D A R S K O P O S L O V A N J E

1. Vse delo se vrši na osnovah MEMORANDUMA in sklepov UO družbe.
2. Nadzorstvo nad administrativno-finančnim poslovanjem vrši računovodja družbe.
3. Skrb za inventar in vzdrževanje klubskih prostorov ima odbor kluba po internem pravilniku.
4. Denar, ki ga klub s svojimi dejavnostmi ustvarja, sme biti uporabljen le za splošne koristi članov, predvsem pa za subvencioniranje kulturnih dejavnosti. Ustvarjena sredstva se morajo rabiti tudi za nakup delnic v Triglav Pty.Ltd.

VI - L A S T N I N A V S L U Č A J U R A Z P U S T I T V E K L U B A

V slučaju da razpade, oz. pride do nepredvidenega razpusta kluba, preidejo vse nadaljnje materialne obveznosti na družbo, ki na svojem občnem zboru izglasuje ustrezne odločitve glede premoženja.



NEW SOUTH WALES

No. of Company
134911

Companies Act, 1961
(Section 16 (3))



Certificate of Incorporation of Proprietary Company

This is to Certify that

TRIGLAV PTY. LIMITED

*is, on and from the twenty-eighth day of May, 19 71,
incorporated under the Companies Act, 1961, that the company is a
company limited by shares and that the company is a proprietary company.*

*Given under my hand and seal, at Sydney, this twenty-eighth
day of May, 19 71.*

F. J. O. Ryan.



Registrar of Companies.

PM

T

SLOVENSKI KLUB SYDNEY

OSNUTEK PRAVIL, ki postanejo veljavna,
ko jih sprejme občni zbor kluba in potrdi
"Board of Directors" (~~Slovenske Zveze~~ ^{TRIGLAV}) Pty. Ltd.

IME

Slovenski klub Sydney

NAMEN

- a) Kulturno - družabna povezava Slovencev v Sydneyu in okolici.
- b) Pospeševanje kulturnih in drugih stikov z domovino.
- c) Zelati za doseg ciljev Slov. Zveze Pty. Ltd., ki pomenijo življenjski interes kluba samega (materijalna osnova!)

ČLANSTVO

Članstvo kluba predstavljajo vsi delničarji družbe in osebe, ki jih na osnovi pristopne izjave sprejme odbor.
Članska doba se računa od začetka finančnega leta.

VRSTE ČLANSTVA:

Klub ima redne, občasne in častne člane:

Redni

so delničarji družbe in osebe nad 18 let starosti, ki podpisajo pristopno izjavo, plačajo predpisano vpisnino in vsaj 30 dni po sprejemu (pristanku odbora) se članarino. Delničarji ne plačujejo članarine.

Občasni

so osebe, ki žele postati člani kluba le za določeno dobo (največ dve leti) in jih sprejme odbor po določeni pristojbini, ki jo določi občni zbor.

Častni

so osebe, ki imajo posebne zasluže za klub, družbo ali za slovenstvo nasploh. To članstvo podeli "Board of Directors" Pty. Ltd. na predlog občnega zbora kluba.

II
Prenehanje
članstva

- a/ s priimeno izjavo
- b/ z izključitvijo, ki jo izreče odbor kluba

DOLŽNOSTI
ČLANSTVA

- izpolnjevati društvena pravila in delovati za dosego družbenih in klubskih ciljev
- dostojno vedenje v klubu in na klubskih prireditvah in zavestno skrb za ugled organizacije
- čuvati imovino kluba

PRAVICE
ČLANSTVA

- da so sodelavniki klubskega premoženja (častni in občasni člani izuzeti)
- da imajo aktivno in pasivno volilno pravico
- prost vstop v družabne prostore kluba
- prost vstop na prireditve kluba (razen na prireditve o pleci)
- nositi klubsko značko, ki služi kot vstopnica
- da v doporu z računovodjo družbe, oz. kluba pregleda in dobi informacije o finančnem stanju,
- koristiti popust pri nakupu motornih vozil, pohištva itd., ki ga omogoči družba,
- da preko kluba kupi delnice v družbi,
- do brezplačnega prejemanja društvenega glasila
- do pritožb na "Board of Directors" in na občini zbor kluba

VODSTVO
KLUBA:
ODBOR

- a) Klub vodi odbor 9 članov:
5 imenovanik od "Board of Directors" in
4 voljenik na običnem zboru kluba
b) Predsednik, tajnik in blagajnik morata
biti člana "Board of Directors"

OBČNI
ZBOR
(REDNI)

- a) Občni zbor mora biti min. 1. junija,
napovedan 4 tedne prej in je
sklepien ne glede na število navzočih
b) vsi sklepi so veljavni, če so sprejeti
z vsi kot polovico glasov

(IZREDNI)

- Izredni občni zbor lahko skličejo:
- "Board of Directors" Pty. Ltd.
- $\frac{1}{3}$ članov klubskega odbora
- 30% rednih članov kluba

Vodje občnih zborov delajo "Board of Dir."

GOSPODAR-
STVO

- a) Vse delo se vodi po navodilih in
nadzorstvu družbenega knjigovodje
računovodje
b) Denar sme biti uporabljen le za
koristi članstva in nakup delnic

RAZID
kluba

V slučaju, da klub razpade, pride
vsa lastnina ^{delujoča} družbi, v okviru katere
je bil tudi organiziran.

The Companies Act, 1961 (as amended)

Company Limited by Shares

Memorandum of Association
of
SLOVENE ASSOCIATION - Sydney Pty Ltd.

- 1) The name of the Company is
"Slovene Association - Sydney Pty Ltd"
- 2) The objects for which the company is established are:
 - (a) To act as trustee on behalf of any non political group or association of Slovene settlers in Australia
 - (b) To promote the cultural, sporting and recreational activities amongst members of Slovene community in Australia and for that purpose to provide club rooms, hostels and other facilities and amenities, such as libraries, musical and theatrical activities, restaurants with liquor licence and other social amenities.
 - (c) To print and publish any newspapers, periodicals, books or leaflets that Association may think desirable for the promotion of its objects

To acquire any shares stocks debentures debenture stocks bonds and securities issued or guaranteed by any company incorporated or carrying on business in New South Wales or elsewhere or by any government public body or authority supreme municipal local or otherwise in Australia or elsewhere.

To acquire any such shares stocks debentures debenture stocks bonds or securities by original subscription tender purchase exchange or otherwise and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise all rights and powers conferred by or incident to the ownership thereof.

To raise money by the issue of shares in the capital of the Company and/or otherwise and to invest such money and/or moneys of the Company in such investments or securities or in such other manner as the Company may think expedient.

To buy sell and deal in all kinds of apparatus and all kinds of provisions liquid and solid required for the purposes of or capable of being conveniently used in connection with any of the objects of the Company.

To carry on business as concessionaires and merchants and to undertake and carry on finance and execute all kinds of commercial trading and other operations.

To effect arrangements with manufacturers and other traders for the manufacture sale and distribution of all kinds of articles and things.

To take part in the formation, management supervision or control of the business or operations of any company or other undertaking.

To carry on all or any of the businesses of factors buying and selling agents commission agents indent agents general agents insurance and shipping agents shippers dealers charterers auctioneers and brokers in all their respective branches.

To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

To acquire and undertake the whole or any part of the business property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of this Company.

To amalgamate with any other company firm or person or association having objects altogether or in part similar to those of this Company and to promote or establish any other company or companies for the purpose of acquiring all or any part of the undertaking property and liabilities of this Company or of advancing directly or indirectly the objects or interest thereof and to purchase take in exchange subscribe for or otherwise acquire and hold shares in or debentures of any such company and to guarantee the payment of any debentures or other securities issued by any such Company.

To enter into partnership or any arrangement for sharing profits union of interests co-operation joint adventure reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company.

-To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

To enter into any arrangements with any governments or authorities municipal local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights privileges and concessions which the Company may think it desirable to obtain and to carry out exercise and comply with any such arrangements rights privileges and concessions.

To establish and support or aid in the establishment and support of associations institutions funds trusts and conveniences calculated to benefit employees or ex-employees of the Company or its predecessors in

business or the dependants or connections of such persons 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 exhibition or for any public general or useful object.

To promote any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

From time to time to establish and create or join in the establishment and creation of trusts settlements or funds of all kinds for the benefit of any person or persons selected by the Directors and for that purpose to execute all such documents and do all such things as the Directors shall deem to be necessary.

Generally to purchase take on lease or in exchange hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land buildings easements machinery plant and stock-in-trade.

To construct maintain and alter any buildings or works necessary or convenient for the purposes of the Company.

To invest and deal with the moneys of the Company in such manner as may from time to time be determined and to receive moneys on deposit for a fixed period or at call and at interest or otherwise.

To advance deposit or lend money (either with or without security) to or with such person or persons company or companies and on such terms as may seem expedient.

To guarantee or become liable for the payment of money or for the performance of obligations of all kinds.

To guarantee the account of or otherwise finance any person or persons company or companies business or undertaking.

To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise charged upon all or any of the Company's property (both present and future) including its uncalled capital and to purchase redeem or pay off any such securities.

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 or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

From time to time to settle any property real or personal upon a trustee or trustees selected by the Directors for the benefit of any person or persons selected by the Directors upon such trusts as the Directors shall determine and for that purpose to execute all such deeds of settlement assurances transfers and other documents and do all such things as the Directors shall determine.

To draw make accept endorse discount execute and issue promissory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable instruments.

To adopt such means of making known the work objects and the products of the Company as may seem expedient and in particular by broadcasting advertising in the press by circulars by purchase and exhibition of works of art or interest by publication of books and periodicals and by granting prizes rewards and donations.

To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares debentures of securities of any other company having objects altogether or in part similar to those of this Company.

To procure the Company to be registered or recognised in any country or place where it may be deemed expedient to carry on business.

To sell improve manage develop exchange lease mortgage enfranchise dispose of turn to account or otherwise deal with all or any part of the property and rights of the Company.

To promote freedom of contract and to resist insure against counteract and discourage interference therewith and to subscribe to any association or fund for any such purposes to enter into any industrial agreement with any associations persons unions or organisations and to vary and rescind the same to submit to or contest in or before any Industrial Court or Wages or Conciliation Board whether State or Commonwealth any industrial dispute or matter or to combine with any other persons firms or companies in such submission or contest and to use the Company's funds for such purposes and to take all such steps as the Directors think fit to prevent or settle strikes or industrial disputes or matters by conciliation or otherwise.

To pay all the costs charges and expenses of the promotion and establishment of the Company.

To appoint or authorise the Directors of the Company to appoint either with or without remuneration agents attorneys under power or other persons or corporations under power of attorney or otherwise in Australia and elsewhere to carry out and complete all or any of the objects of the Company and to arrange conduct or manage the business or businesses of the Company or any matter or concern whatsoever in which the Company is now or may from time to time be or become or be about to become interested or concerned with the same as or more limited powers than the Directors of the Company have and from time to time revoke or cancel such appointment and authorities and to remove and if thought desirable reappoint such agents attorneys or other persons or corporations and determine their powers and to appoint any person persons company or corporation as the attorney or attorneys agent or agents of the Company in any part of the world with full powers to do all such acts matters and things as may be thought necessary and expedient in the interests of the Company and to delegate such power of appointment to any person or persons company or corporation and from time to time revoke such appointment.

To distribute any of the property of the Company in specie among the members.

To do all such other things as are incidental or conducive to the attainment of the above objects.

AND IT IS HEREBY DECLARED that the word "Company" in this clause shall (when it does not refer to this Company) be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in the State of New South Wales or elsewhere and further that the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph be independent main objects and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

The liability of the Members is limited.

~~\$25,000~~ \$50,000

The capital of the Company is ~~\$25,000~~ divided into 25,000 shares of ~~\$2~~ each with power to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential deferred qualified or special rights privileges conditions or stipulations.

The registered office of the Company will be situated at Sydney in the State of New South Wales or at such other place in the said State as the Directors may from time to time determine.

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 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.	Number of Shares taken by each Subscriber.	Witness to Signatures.
Joe Cuyes 17 Lewis Street Summer Hill NSW (Stock Controller)	one	
Enzo Fiumi 3 Wren St Condelet Park NSW (High School Teacher)	one	
Louis Flogorich Gidley St St Marys (Miner)	one	
Louis Kosorok 25 Gould Ave Petersham NSW (Secretary)	one	
Blaz Kucan O'Brien St Bondi NSW (Shopkeeper)	one	
Fred Maske 8 Hatfield Ave Canby Heights (Chef)	one	
Stane Petkovich 6/169 Croxolon Ave Croxolon Park (Supervisor)	one	
Frank Rutko Rocina St Fairfield West ()	one	
Milan Firzel 6 Angus Ave Georges Hall (Builder)	one	
John Skuban (Butcher)	one	

ARTICLES OF ASSOCIATION

OF

SLOVENE ASSOCIATION SYDNEY Pty Ltd

1. The Company is a Proprietary Company and accordingly:-
 - (1) The right to transfer the shares of the Company is restricted in manner and to the extent hereinafter appearing.
 - (2) The number of the members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after determination of that employment to be members of the Company) shall be limited to fifty. Provided that where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this provision be treated as a single member.
 - (3) Any invitation to the public to subscribe for any shares or debentures or debenture stock bonds or other securities of the Company or to deposit money with the Company for fixed periods or payable at call whether bearing or not bearing interest is hereby prohibited.
2. Subject as hereinafter provided the regulations contained in Table "A" in the Second Schedule to the Companies Act 1936 (hereinafter called Table "A") shall apply to this Company.
3. The Company shall be entitled to treat the person whose name appears upon the register in respect of any share as the absolute owner thereof and shall not be under any obligation to recognise any trust or equity or equitable claim to or interest in such share whether or not it shall have express or other notice thereof.
4. The Directors may refuse to register any transfer of shares without assigning any reason therefor.
5. Articles 7, 8, 9 and 19 of Table "A" shall not apply to this Company.
6. The Company shall have a first and paramount lien for all debts liabilities and obligations of any member either solely or jointly with any other person to or with the Company and for all debts and liabilities incurred or to be incurred by the Company on his account upon all shares held by such member whether alone or jointly with other persons and upon all dividends and bonuses which may be declared in respect of such shares. 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.
7. For the purpose of enforcing such lien the Directors may sell the shares which are subject to such lien in such manner and upon such terms as they think fit and either by public auction or private contract provided always that no such sale shall be made until notice in writing shall have been served on such member his executors or administrators and default shall have been made by him or them in payment fulfilment or discharge of such debts liabilities or obligations for seven days after such notice.

8. After payment of the expenses of or occasioned by or incidental to any such sale or sales the nett proceeds thereof shall be applied in or towards satisfaction of the debts liabilities or obligations of such member and the residue (if any) paid to or in accordance with the direction of such member his executors administrators or assigns but if such nett proceeds

are insufficient to satisfy such debts liabilities or obligations such member shall nevertheless be and remain liable to pay and make good the amount of such deficiency together with interest thereon at the rate of ten pounds per centum per annum from the time application in writing shall be made to him by the Company to pay the same until actual payment.

9. Upon any sale after forfeiture or after enforcing a lien in purported exercise of the power hereinbefore given the Directors may 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 the regularity of the proceedings or 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 holder of the certificate for any shares forfeited or sold shall be bound to deliver the same to the Directors.

10. The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company.

11. The Directors may raise or borrow or secure the payment or repayment of such moneys in such manner and upon such terms and conditions and in all respects as they think fit and in particular by issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

12. Debentures debenture stock and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

13. Any Debenture debenture stock bonds or other securities may be issued at a discount premium or otherwise and with or without any special privileges as to redemption surrender drawings allotment of shares attending and voting at general meetings of the Company appointment of Directors or otherwise.

14. The number of Directors shall be not less than two nor more than ~~ten~~

~~ten~~ and in case the Directors shall at any time be reduced in number to less than two the remaining Director shall within one month fill the vacancy and any Director appointed to fill any vacancy shall hold permanent office subject to Article 21 hereof.

15. The first Directors of the Company shall be the signatories hereto and they shall hold permanent office subject to Article 21 hereof.

16. The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as the Company in general meeting may from time to time determine and such remuneration shall be divided among them in such proportions and manner as the Directors may determine.
17. Any Director whether absent from the State of New South Wales or not may by power of attorney under his hand and seal appoint any person to be his attorney during such period as such power of attorney shall remain in force to sit in his place on the Board and have and exercise such rights powers authorities privileges and discretions as are vested in or exercisable by any such Director under these presents and such attorney shall during such period have all rights powers authorities privileges and discretions so vested in or exercisable by any such Director executing such power of attorney.
18. A Director may appoint any co-director as his proxy and in the absence of the appointor from the Board such proxy shall carry a vote.
19. Clauses 64, 65, 66, 69, 72, 73-76 (inclusive) and 78 of Table "A" shall not apply to this Company.
20. The qualification of a Director shall be the holding of at least one ordinary share in the Company. ~~and shall be entitled to vote at all general meetings of the Company.~~
21. The office of a Director shall be ipso facto vacated:-
 - (a) If he become bankrupt or suspend payment or compound with his creditors and is requested by the remaining Director to vacate his office.
 - (b) If he fail to pay any call due on any share in the Company held by him for the space of one month or such further time as the Board shall allow after the time when the same should have been paid.
 - (c) If he be found or declared a lunatic or of unsound mind or be permanently incapacitated from performing his duties.
 - (d) If he be convicted of a felony or misdemeanour and is requested by the remaining Director to vacate his office.
 - (e) If he become prohibited from being a Director by reason of any order made under Section 255 or Section 307 of the Act.
 - (f) If he be removed from office by resolution carried at any general meeting of the Company.

- (g) Any Director may retire from office upon giving fourteen days' notice in writing to the Company of his intention to do so and such resignation shall take effect upon the expiration of the notice or its earlier acceptance.
22. 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 and every resolution so come to and signed shall be as soon as practicable entered on the minutes of Directors' meetings. A telegram or cable despatched to the Company and purporting to be signed by a Director shall for the purpose of this clause be deemed a writing signed by such Director.
23. Every Director Manager or officer of the Company or any person (whether an officer of the Company or not) employed by the Company as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director Manager Officer or Auditor in defending any proceedings 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 Section 361 of the Companies Act in which relief is granted to him by the Court.
24. No Director shall be disqualified by his office from contracting with the Company either as vendor purchaser broker solicitor accountant secretary manager adviser or employee 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 it is declared that the nature of his interest must be disclosed by him at the meeting of the 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 a Director may vote in respect of any contract or arrangement in which he is so interested as aforesaid.
25. Any general meeting declaring a dividend may make a call on the members of such amount as the meeting fixes but so that the call on each member shall not exceed the dividend payable to him so that the call may be made payable at the same time as the dividend and the dividend may if so arranged between the Company and the member be set off against the call. The making of a call under this clause shall be deemed ordinary business of any ordinary meeting which declares a dividend.
26. The Company in general meeting may pass a resolution to the effect that it is desirable to capitalise such sum or sums being part or parts of the undivided profits of the Company standing to the credit of the Company's reserve fund and accordingly that that sum or sums be distributed as a bonus amongst the holders of the shares in such proportion as the Company may direct and that the Directors be authorised to distribute amongst such holders such of the unissued ordinary shares in the Company in like proportions.
27. When such resolution has been passed the Directors may allot and issue such unissued ordinary shares credited as fully paid up to the holders of the outstanding shares in satisfaction of the said bonus and as nearly as may be in proportion

to the said shares held by them respectively with full power to make such provisions by issue of fractional certificates or otherwise as they think expedient for the case of fractions and prior to such allotments the Directors may authorise any person on behalf of the holders of such shares to enter into any agreement with the Company providing for the allotment to them of such shares credited as fully paid up and in satisfaction as aforesaid and any agreement made under such authority shall be effective.

28. Clause 101 of Table "A" shall not apply to this Company.
29. The signature to any notice to be given by the Company may be written printed or typed.
30. All bills of exchange promissory notes cheques and other negotiable instruments shall be accepted made drawn and endorsed for and on behalf of the Company by any Director or such other person or persons as the Directors shall from time to time appoint.
31. If the Company shall be wound up the Liquidators (whether voluntary or official) may with the sanction of an extraordinary resolution distribute in specie among the contributories any part of the assets of the Company and in particular any shares stock or debentures of any other company which this Company may be entitled to and may with such sanction vest any part of the assets of the Company in trustees upon such trusts and for the benefit of the contributories as the liquidators with the like sanction shall think fit.

WE, the several persons whose names and addresses are subscribed to the Memorandum of Association hereby agree to the foregoing Articles of Association.

Signatures of Subscribers.

Witness.

DATED 11TH MARCH 1987

EURO FURNITURE PTY. LIMITED

- and -

TRIGLAV CLUB LIMITED

VARIATION OF MORTGAGE

DOYLE & KERR
SOLICITORS
450 Little Collins Street
MELBOURNE VIC 3000

REF: PAD:MF
TEL: 67 8511

VICTORIA
STAMP DUTY

50c

DOYLE & KERR

VARIATION OF MORTGAGE

1. EURO FURNITURE PTY. LIMITED of 18-20 Glenvale Crescent, Mulgrave in the State of Victoria (the Mortgagee) being registered as the proprietor of Mortgages numbered S717192 and T124024 (hereinafter called 'the said mortgages') with the consent of TRIGLAV CLUB LIMITED of Lot A Bibby's Road, St. Johns Park in the State of New South Wales (the Mortgagor) the registered proprietor of the land subject to such Mortgages HEREBY FURTHER VARIES the terms of the said Mortgages as follows:-

(a) The clause numbered FORTY FIRSTLY in both Mortgages which was varied by Deeds of Variation of Mortgage dated 27th of October 1982, 25th July 1983 and 9th September 1983 made between the parties hereto shall be further waived to read as follows:

"The Mortgagor agrees to repay to the Mortgagee the amount borrowed pursuant hereto together with interest by four annual instalments as set out in the Schedule hereto. The first of these instalments is to be made on the 1st day of May 1988 and the final instalment is to be made on the 1st day of May 1991".

(b) The Mortgagor agrees that it will continue to effect a Policy of Insurance against fire and extraneous perils for at least \$220,000.00 over the improvements erected on the land the subject of the abovementioned Mortgages such policy to be in the name of the Mortgagor as owner and the said Euro Furniture Pty. Limited as Mortgagee and the Mortgagor agrees to provide a copy of such policy to the Mortgagee upon request.

(c) The attornment of tenancy contained or implied in the said Mortgages shall subject to any modification made necessary by the abovementioned variations endure during the said amended term subject to the rights of the Mortgagee to determine the tenancy earlier in the event of the Mortgagor's default and to resort to the remedies conferred upon it by law or by the said attornment clauses.

(d) The covenants and stipulations in the said Mortgages insofar as they require specific, periodic or continuous performance or observance by the parties to them shall bind them respectively throughout the whole period of the said amended term to the same extent

as if that amended term had at the outset of the said Mortgages been written into them. Subject to the variations hereby made the covenants and stipulations contained in the said Mortgages shall remain in full force.

2. WE, the registered proprietors of the said Mortgages and of the land subject to them respectively named above HEREBY AGREE that the amount now owing under the said Mortgages totals ONE HUNDRED AND NINETY ONE THOUSAND FIVE HUNDRED AND SIXTY EIGHT DOLLARS AND THIRTY ONE CENTS (\$191,568.31).

SCHEDULE

Amount of loan given as at 28.4.1981	\$187,812.07
Interest at 2% due on 1.5.1987	\$ 3,756.24
	<hr/>
	\$191,568.31

Interest rate 2% p.a.

Repayment Instalments:

First instalment of principal due on 1.5.1988 and last on 1.5.1991 as follows:-

Due Date	Instalment	Principal	Interest	Balance of Principal
				\$187,812.07
.5.1988	\$ 49,323.91	\$ 45,567.67	\$ 3,756.24	142,244.40
.5.1989	49,323.91	46,479.02	2,844.89	95,765.38
.5.1990	49,323.91	47,408.60	1,915.31	48,356.78
.5.1991	49,323.92	48,356.78	967.14	-----
	<hr/>	<hr/>	<hr/>	<hr/>
<u>total</u>	\$197,295.65	\$187,812.07	\$ 9,483.58	

The Mortgagor acknowledges that an interest payment of \$3,756.24 is due to be paid on 1st May 1987.

DATED the 11 TH day of MARCH 1987

THE COMMON SEAL of TRIGLAV CLUB LIMITED)
was hereto affixed pursuant to a Resolution)
of the Board of Directors and in the presence))
of the person whose name is subscribed:-)



..... *D. Sajin* Secretary

THE COMMON SEAL of EURO FURNITURE PTY. LIMITED)
was hereto affixed in accordance with its)
Articles of Association inn the presence of:-)



..... *[Signature]* Director

..... *[Signature]* Secretary



ANNEX

✓ 2

To the Agreement signed between :

The Slovenian Emigration Society of Ljubljana (hereinafter called "The Lender")

and

Triglav Club Limited (hereinafter called "The Borrower")

and

Euro International Pty. Ltd. (hereinafter called "The Administrator")

- 1] Principal repayment has been postponed till 1992. The Borrower agrees to repay the principal in amount of AU\$187,812.07 in four (4) annual installments, commencing 1st May 1992. The final installment is to be paid on 1st May 1995.
- 2] Two percent (2%) interest is to be calculated yearly and is payable to the Lender on 1st May each year, commencing 1st May 1988. Interest for 1988 and 1989 have already been paid.
- 3] The Payment Schedule, being part of this agreement, is attached.
- 4] The interest and principal will be transferred by The Borrower/Administrator to the account of Slovenian Emigration Society No. 50100-620-107-25730-2818/5 at Ljubljanska Banka, Ljubljana.
- 5] This annex is signed in three (3) copies and each party receives one (1) copy.

Melbourne

.....
TRIGLAV CLUB LTD.



.....
EURO INTERNATIONAL P/L

.....
SLOVENIAN EMIGRATION
SOCIETY

AMORTIZACIJSKI NAČRT

Odplacilna doba - 4 leta
O. restna mera - 2 %

leto dospelja anuitete	neplačani dolg	Obresti	Odplačilo	Anuiteta v AVG
1.5.1988	187.812,07	3.756,24	45.567,67	49.323,91
1.5.1989	142.244,40	2.844,89	46.479,02	49.323,91
1.5.1990	95.765,38	1.915,31	47.408,60	49.323,91
1.5.1991	48.356,78	967,14	48.356,78	49.323,92



TRIGLAV CLUB LIMITED

Premises 19 Brisbane Road St. Johns Park N.S.W.
Postal Address P.O. Box 61, Carley Heights 2166

Address all correspondence to The Secretary

N/A

15.5.1992

SLOVENSKA IZSELJENISKA MATICA
Cankarjeva 1/II Ljubljana

Spostovani,

Obracam se na vas s prosnjo za pomoc in nasvet.
Pred leti smo si od vas sposodili \$ 187.812.07 in dogovor
je bil, da povrnemo kapital v stirih obrokih s pricetkom 1
1.maja 1992.

V letih, ki so pretekla smo zgradili klub, ga opremili in
dogradili balinisca, z namenom, da bi pritegnili v klub cim
vec avstralskih Slovencev. Vecina dela v klubu je bila in je
se opravljena na prostovoljni bazi. Zal pa je nas Slovencev
vedno manj, staramo se, nasi clani umirajo, novih slovenskih
priseljencev ni, nasa mladina pa ne kaze veliko zanimanja za
slovenske tradicije, ki privlacijo njihove starse v klub.
Iz vsega tega sledi, da nimamo toliko prometa in dohodkov,
kot bi si zeleti in potrebovali. Tudi pri najboljsi volji ne
moremo spraviti skupaj preko \$ 45.000.- na leto, kakor smo
obvezani.

Zavedamo se, da ste nam napravili neizmerno uslugo s tem, da
ste nam dali posojilo, posebno na tako ugodne obresti in da
ste tako dolgo cakali na nas.

Prav bi bilo in cas je ze, da vam denar povrnemo, zal pa take
vsote naenkrat nimamo in je nikakor ne bi mogli zbrati, razen
ce bi prodali klub, kar pa verjetno ne bi bilo prav ne nam ne
vam.

Posvetovali smo se ze o teh problemih z Dr Pucnikom, ko je bil
pri nas na obisku in svetoval nam je, naj poskusimo doseci, da
bi imeli daljsi casovni termin za povrnitev kapitala. V naj-
boljsem primeru bi lahko placali okrog \$ 7.000.- na leto
plus obresti. Vljudno vas prosimo, ce upostevate nase oko-
liscine in upamo, da bomo prisli do kompromisa, ki bi nam
omogocil povrniti nas dolg pod bolj ugodnimi pogoji.

S prijateljskimi pozdravi,

Za Klub Triglav Sydney,

Emil Kukovec Predsednik



**Slovenska
izseljenska
matica**

■ 61001 Ljubljana, Cankarjeva cesta 111, Jugoslavija ■ Telefon 210732 ■ Poštni predal 169

Dne 14. 3. 1988

Zap. št.: 1048/ra. 75

Zadeva:

TRIGLAV CLUB LIMITED
P. O. Box 61
Canley Heights, 2166 N. S. W.
Australia

Spoštovani!

Radi bi vas spomnili, da zapade 1. 5. 1988 v plačilo prvi obrok danega posojila za pomoč pri gradnji vašega kulturnega doma. Obrok znaša 49.323,91 AU\$, od tega 45.567,67 AU\$ glavnica in 3.756,24 AU\$ obresti.

Prosimo vas, da pravočasno poskrbite za nakazilo sredstev na naš žiro račun št. 50100-620-107-140-727001-58963/47 pri LB-Mestni hranilnici Ljubljana, ali s čekom na naše ime.

Lepo pozdravljeni!





**Slovenska
izseljenska
matica**

■ 61001 Ljubljana, Cankarjeva cesta 1/II, Jugoslavija ■ Telefon 210732 ■ Poštni predal 169

Dne 14. 3. 1988

Zap. št.: 1048/25.75

Zadeva:

TRIGLAV CLUB LIMITED
P. O. Box 61
Canley Heights, 2166 N. S. W.
Australia

Spoštovani!

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Lepo pozdravljeni!

Mitja Vošpjak



SWAN REALTY
LIC. REAL ESTATE & BUSINESS AGENTS

Crescent Centre,
1st. Floor, Suite 4,
Cnr., The Crescent & Smart St.,
Fairfield, N.S.W. 2165

COMMERCIAL, INDUSTRIAL,
RESIDENTIAL DEVELOPMENTS
SELLING • LEASING • MANAGING

(02) 724 7225 (02) 724 7226

26th May, 1988.

The Directors
Triglav Club Ltd
Sydney
19 Brisbane Road
ST JOHNS PARK NSW 2176

The Directors,

Acting upon your request I have inspected the property at
19 Brisbane Road, St.Johns Park, (The Triglav Club).

Taking into consideration the recant sales of land in the
vicinity and todays construction cost, I have come to the
following opinion. In my opinion, current market value
would be in the vicinity or \$1.25 to \$1.300,000, (One million
two hundred and fifty thousand to One million three hundred
thousand dollars).

Should you require any further assistance please do not
hesitate to contact the undresigned.

Yours faithfully,
SWAN REALTY

LOU TASICH
LICENCEE-DIRECTOR.

LT:MC



ANNEX

✓ 2

To the Agreement signed between :

The Slovenian Emigration Society of Ljubljana (hereinafter called "The Lender")

and

Triglav Club Limited (hereinafter called "The Borrower")

and

Euro International Pty. Ltd. (hereinafter called "The Administrator")

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- 5] This annex is signed in three (3) copies and each party receives one (1) copy.

Melbourne

.....
[Signature]

TRIGLAV CLUB LTD.



.....
[Signature]

EURO INTERNATIONAL P/L

.....
SLOVENIAN EMIGRATION
SOCIETY



**Slovenska
izseljenska
matica**

■ 61001 Ljubljana, Cankarjeva cesta 1/H, Jugoslavija ■ Telefon 210732 ■ Poštni predal 169

Dne 21. 7. 1988

Zap. št.:

2364 / Re. 75

Zadeva:

TRIGLAV CLUB LIMITED

P. O. Box 61

Canley Heights, 2166 N. S. W.

Australia

Spoštovani!

Obveščamo vas, da smo nakazali prvo anuiteto vašega dolga Ljubljanski banki. Poskušali smo, da bi dosegli v vašem imenu odlog plačila, vendar nam žal to dosedaj še ni uspelo. Pri Ljubljanski banki so nam zato že pričeli obračunavati zamudne obresti. Zaradi tega smo poravnali zapadle obveznosti iz sredstev, ki jih sicer namenjamo za pomoč našim društvom.

Pričakujemo, da bo do odločitve o vaši prošnji prišlo šele po letnih dopustih in vas bomo o tem takoj obvestili.

Lepo pozdravljeni!

Tajnik

Marko Pogačnik



Predsednik

Mitja Vošnjak

V vednost:

- EURO FURNITURE PTY. LTD.

TELEPHONE: 67 8511

AUSDOC DX322

PETER A. MCCABE DOYLE, LL.B.
MITCHELL C. MCKENZIE, B.A., LL.M.
W. RANDALL BRADSHAW, LL.B.

CONSULTANTS:
J. DESMOND MCCABE DOYLE, B.A., LL.B.
JOHN L. MCCABE DOYLE, LL.B.

DOYLE & KERR SOLICITORS

450 LITTLE COLLINS STREET, MELBOURNE 3000

OUR REFERENCE:

PAD:MF

YOUR REFERENCE:

DATE:

25th February 1987

Attention Emil Kukovec
The Secretary
Triglav Club Limited
Lot A Bibby's Road
ST. JOHNS PARK NSW 2176

Dear Sir,

Re: Euro Furniture Pty. Ltd. as Administration of the Slovenian
Emigration Society of Ljubljana

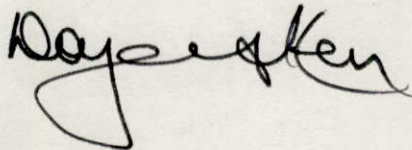
Re: Variation of Mortgage

We act for Euro Furniture Pty. Ltd. of 18-20 Glenvale Crescent, Mulgrave, Victoria.

We enclose three copies of a Deed of Variation of Mortgage which sets out the arrangements agreed to by your club, the Administrator and the Slovenian Emigration Society by agreement dated 14th November 1985.

Please have all three copies sealed with the Common Seal of Triglav Club Limited and return all three copies to this office as soon as possible together with a cheque for \$211.00 as per the attached Statement.

Yours truly,



encls.

AMORTIZACIJSKI NAČRT

Odplacilna doba - 4 leta
Odstotna mera - 2 %

leto dospelja anuitete	neplačani dolg	Obresti	Odplačilo	Anuiteta v AVG
1.5.1988	187.812,07	3.756,24	45.567,67	49.323,91
1.5.1989	142.244,40	2.844,89	46.479,02	49.323,91
1.5.1990	95.765,38	1.915,31	47.408,60	49.323,91
1.5.1991	48.356,78	967,14	48.356,78	49.323,92

SLOVENSKA IZSELJENSKA MATICA

CANKARJEVA 1/II
61000 LJUBLJANA
REPUBLIKA SLOVENIJA
☎ 061/210-748, 210-766
☎ +38 61 210 748, 210 766
FAX: 061/210-732; +38 61 210 732
P.P. 169

Slovensko društvo
Triglav Sydney
g. Emil Kukovec

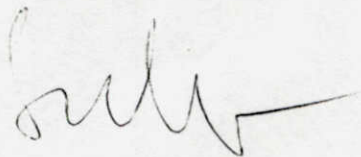
DNE 10. 12. 1992

ZAP. ŠT.

ZADEVA

Pošiljamo vam kopijo sklepa vlade Republike Slovenije, glede vašega kredita. Kredit se prične z odplačevanjem 1. 5. 1993, odplačevati pa ga bo mogoče 20 let. Jaz sem ta sklep takoj posredovala Banki Sloveniji, da se izračuna nova anuiteta, takoj, ko bomo dobili kaj več podatkov, Vam jih bom sporočila. Do takrat pa lep pozdrav in upam, da Vam bodo tudi zaradi te novice, da smo končno to rešili, lepši prazniki. Naj Vam in vsem vašim članom zaželimo srečno in uspešno prihodnje leto.

Tadeja Šrekl





VLADA
REPUBLIKE SLOVENIJE

Številka: 402-07/92-12/1-8
Ljubljana, 8. decembra 1992

SLOVENSKA IZSELJENSKA MATICA

L J U B L J A N A
Cankarjeva 1/II

Vlada Republike Slovenije je na 35. seji 3. decembra 1992 obravnavala vašo prošnjo za spremembo pogojev o odplačevanju kredita društva Triglav iz Sydneya v Avstraliji (vaš dopis št. 1569/5002/TŠ-2536 z dne 5.10.1992) in sprejela naslednji

s k l e p :

Vlada Republike Slovenije je sklenila, da se odplačevanje kredita Društva Triglav iz Sydneya začne s 1. majem 1993, do zapadlosti prve anuitete pa se tako kot sedaj plačajo obresti in da se podaljša odplačilni rok na dvajset let.

S tem sklepom se nadomesti sklep št. 402-07/92-12/1-8 z dne 3. decembra 1992.



POSILANO TUDI:
- Ministrstvo za finance

Datum	Reš.			
10 -12- 1992		T		
St.	Inform.			
2536		02		
15002				

STATEMENT of Peter Krope of 18 St.Kilda Street St.Johns Park,N.S.W.

Regarding: Triglav Club Limited and Mr.L.Bower

First contact with Mr.Bower was made through Mr.F.Mikel who as Builder was aware of Mr.Bower's work.He (Mr.Mikel) told me that Mr.Bower looked over our building plan and expressed some concern about the building itself and internal arrangements which are not all very suitable for smooth running of the Club. Mr.Mikel suggested that I meet with Mr.Bower without any obligation and listen to his remarks.This I agreed to and Mr.Mikel arranged the meeting at my residence at Cabramatta.As I am not a builder and as the command of my English at the time was not very good,I have arranged for Mr.Albin Porsek and Mr.Samsa Karlo to be present at the meeting.Also present was Mr.Mikel who arrived with the Architect (Mr.L.Bower).

I explained to Mr.Bower our financial situation and the fact that as Club we have very little money but hope to raise a loan through Slovenska Izzeljenska Matica by the Bank in Ljubljana.I told him that at present we only have the hope for the loan but no guarantee.That by the look of it did not bother Mr.Bower as he was explaining his ideas to us.Some of them were as we could work them out very good and beneficial for Club.

Before we parted I invite Mr.L.Bower to meet and have more discussions with our members and advise him (Mr.L.Bower) if there is any interest for further non obligatory consultation.Mr.Bower assured us that he will be happy to meet our members of the Club at any prearranged time.The meeting will naturally be without any obligations to the people attending or to the Club as such. Any former meetings with Mr.Bower (of which I can't remember the dates) were private discussions and therefore no minutes were kept.Finally a meeting of all interested members of the Triglav Club was arranged,which also,Mr.Bower assured us,would not commit the Club or anybody else in any way.

20th January 1987

Peter Krope

