

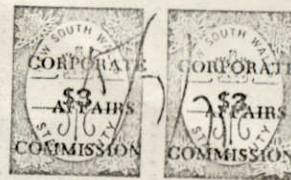
NEW SOUTH WALES



CORPORATE AFFAIRS COMMISSION

No. of Company

179043



Companies Act, 1961
(Section 16 (3))

Certificate of Incorporation of Public Company

This is to Certify that

TRIGLAV CLUB LIMITED

is, on and from the fifteenth day of July ,
19 75, incorporated under the Companies Act, 1961, and that the company
is a company limited by ~~shares~~ guarantee.

Given under the seal of the Corporate Affairs Commission at Sydney,

this fifteenth day of July , 1975.

Exd.

F. J. O. Jones

Commissioner.



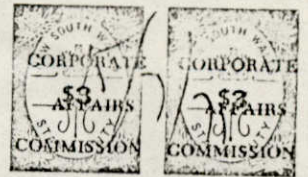
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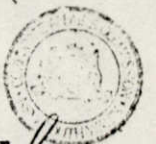
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THE COMPANIES ACT, 1961
ASSOCIATION NOT FOR GAIN
LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF
TRIGLAV CLUB LIMITED

1. In these Articles unless there be something in the subject or context inconsistent therewith:-

"The Act" means the Companies Act of New South Wales 1961 as amended from time to time.

"The Annual General Meeting" means the general meeting held each year as required by the Act and these Articles.

"Board" means the members for the time being of the Board of Directors constituted in accordance with these Articles.

"The By-laws" means the By-laws of the Club for the time being in force.

"The Club" means the abovenamed Company.

"Notice Board" means the Board or Boards provided in a conspicuous place in the Club premises on which notices for the information of the members are posted.

"Month" means calendar month.

"The office" means the registered office for the time being of the Club.

"The register" means the register of members kept pursuant to the Act.

"In writing" and "written" include printing lithography and other modes of reproducing or representing words in a visible form.

"Secretary" includes Acting Secretary.

Words importing the singular number only include the plural and vice versa.

2. For the purpose of registration but not by way of limitation the number of members of the Club is declared not to exceed five hundred (500) but the Board may from time to time register an increase or decrease of members.

3. (i) A subscriber to the Memorandum of Association shall be a member of the Club.

(ii) Any other person who shall have made application for membership of the Club in the manner hereinafter prescribed and who shall have duly elected to membership shall also upon payment to the Club of all necessary fees and subscriptions become and be a member of the Club.

(iii) The Club shall consist of the following classes of members:

FOUNDATION MEMBERS
ORDINARY MEMBERS
HONORARY LIFE MEMBERS
ASSOCIATE MEMBERS
HONORARY MEMBERS

4. Foundation members shall be those persons who were shareholders with at least 100 fully paid shares of Triglav Pty. Ltd. at the last Board of Directors meeting before date of incorporation of the Club.

ORDINARY MEMBERS.

5. Ordinary members shall be persons who are elected in accordance with the provisions of these Articles who are over the age of eighteen (18) years and who are of Slovenian extraction or related to persons of Slovenian extraction.

6. (a) Any foundation or ordinary member of the Club who has rendered long or meritorious service to the Club may be elected to any annual General Meeting as an honorary life member of the Club provided that such election is made with the consent of two-thirds of the voters present and voting.

(i) Notice of nomination signed by at least two foundation or ordinary members of the Club and also by the nominee consenting thereto shall be given to the Secretary.

(ii) Such nomination shall be reported to the first Board meeting after receipt thereof and at the ensuing meeting the Board shall have resolved with the consent of two-thirds of the voters present and voting to forward such nomination to the following annual general meeting for consideration.

7. Associate members shall be:
Those persons not possessing the qualifications set out in Paragraphs 4 and 5 or 6 who shall be admitted to membership in accordance with these Articles.

HONORARY MEMBERS

7. (a) Honorary membership may be granted by the Club without the payment of any subscription to any person over the age of twenty-one (21) years provided that he has one of the following qualification, namely:-

(i) A prominent citizen visiting the Club for a special occasion or a special function.

(ii) Overseas country or interstate visitors for the duration of their visit or one month whichever shall first expire.

(iii) Members of other clubs visiting the Club for the purpose of taking part in a competition of darts, indoor bowls, billiards or snooker or other competition for the day of such competition only.

(iv) The Patrons of the Club.

(b) Except as provided herein honorary members shall be entitled to exercise all the privileges of the Club.

(c) The Board shall have power to cancel the honorary membership of any person at any time without assigning any reason.

(d) Honorary members other than honorary life members shall not be entitled to vote at any meeting of the Club or be elected as officers of the Club.

(e) No person shall be admitted as an honorary member or a temporary member or be relieved of the payment of the regular subscription unless

he possesses such qualifications as are defined herein and he shall be subject to such conditions as may be imposed herein or by any by-laws made by the Board.

- (f) No person under the age of eighteen (18) years shall be admitted as a member of the Club. No person under the age of twenty-one (21) years shall be admitted as a member of the Club unless the member proposing and seconding the admission of the such person have attained the age of twenty-one (21) years.

ELECTION OF MEMBERS

8. (a) Every candidate for membership of the Club unless a subscriber to the Memorandum of Association shall be proposed by one and seconded by another member of the Club. Every nomination shall be made in writing and shall give the full name and the address of the candidate and be signed by the candidate and his proposer and seconder and shall be in such form as the Board shall from time to time require.
- (b) Every nomination for membership shall be lodged with the Secretary and shall be accompanied by the amount of the entrance fee as prescribed by the Board.
- (c) Particulars of the names and addresses of the candidates for membership shall be posted by the Secretary on the notice board in a conspicuous place in the Club premises and shall remain posted for at least fourteen days and when that period has expired and not until then the nomination shall be submitted by the Secretary to the Board.
9. (a) The election of members shall be by the Board at a meeting or meetings duly convened. The Board may reject any applicant for membership without assigning any reason for such rejection. When applications for membership come before the Board negative votes in the rate of one in four shall exclude the applicant from election.
- (b) The Secretary shall keep a record of the names of the persons present and voting at such meetings.
- (c) Should the applicant be excluded from election the amount of the entrance fee paid by him shall be refunded to him.
10. On the election of a member the Secretary shall at once give such member notice of his election forwarded or posted to the address given on his nomination for membership and shall issue with such notice an account for the fees and subscriptions due and payable by the member which account shall specify the due date of payment.
11. Every person elected to membership and informed of his election as directed by the foregoing article shall be deemed to agree to pay the annual subscription and other fees and charges as prescribed in the Memorandum and Articles of Association or by-laws of the Club and to be bound by the Memorandum and Articles of Association of the Club and by the Club's by-laws from time to time in force and the payment of the said entrance

fee or part thereof and/or the said subscription or part thereof shall be conclusive evidence of such agreement.

12. Every person elected to membership shall be required to pay within one month of the date of notice of election the fees and/or subscriptions specified in the account rendered to him with the notice of election failing which payment the election may be declared null and void and the amount of the entrance fee paid shall be refunded to him.

ENTRANCE FEE AND ANNUAL SUBSCRIPTIONS

13. (a) The amount of the entrance fee (if any) and annual subscriptions payable by any class of members and all other matters pertaining thereto not provided by these Articles specially provided for shall be such as shall from time to time be prescribed by the Board provided that the annual subscription shall not be less than four dollars.
- (b) Foundation and ordinary members are required to support Slovenian charity organisation "T C C" by paying annual subscription to the T C C with annual subscription to the Club. The Clubs honorary Treasurer will then arrange for subscriptions collected on behalf of T C C to be paid into T C C account.
- (c) All annual subscriptions shall be payable annually in advance.

14. If any fee or subscription or call or charge shall remain unpaid for a period of two months after it becomes due the member concerned shall be notified by the Secretary in writing of the default and if the sum due still remains unpaid the Board shall unless it considers that there is sufficient reason for delay in payment by resolution debar such member from all privileges of membership and his name may at any time thereafter be removed from the register. The provision of Article 41. shall not apply to any such resolution.

15. No member other than an honorary life member shall be entitled to be present or vote at any of the meetings of the Club or be elected to any office unless he shall have paid all instalments of entrance fee (if any) and annual subscriptions and all other moneys due to the Club at the time of such meetings.

MANAGEMENT

16. (a) The business and affairs of the Club shall be under the management of the Board of Directors consisting of eleven (11) members who shall appoint one of their number as President, one of their number as Vice-President, one of their number as Honorary Secretary and one of their number as Honorary Treasurer and may do so from time to time as occasion may require.
- (b) No person shall be qualified to be a director who is not a member of the Club.
17. The Board of Directors shall be elected annually by the general body of members from persons nominated as hereinafter provided.

- (a) Nomination for election as members of the Board of Directors shall be made in writing to the Secretary at least three weeks prior to the date of the Annual General Meeting and shall be signed by two foundation or ordinary members of the Club and by the nominee.
- (b) Foundation and Ordinary members only shall be entitled to take part in the management of the Club and to stand for or be elected to any office on the Board of Directors.
- (c) No servant of the Club shall be eligible to stand for or be elected to the Board of Directors.

18. If there be any more than the required number of candidates nominated an election by ballot shall take place as hereinafter provided but if there be only the requisite number nominated the Chairman shall declare those nominated duly elected.

19. An election by ballot shall be conducted in the following manner:-

- (a) It shall be conducted by a returning officer to be appointed by the Board assisted by scrutineers nominated by the candidates each candidate having the right to nominate one scrutineer. If no scrutineers are nominated by the candidates the Board is to nominate scrutineers for the election.
- (b) The voting papers shall contain in alphabetical order the names of all duly nominated candidates for the respective positions and a mark signifying each retiring candidate shall be made against him on the voting paper.
- (c) The voter shall mark his voting paper by striking out the names of the candidates for whom he does not wish to vote and thus leave the name or names of the candidate or candidates for whom he votes.
- (d) An election by ballot of the members of the Board of Directors shall be conducted in such a manner as may be determined by the Board of Directors.
- (e) At the closing of the poll the returning officer or other authorised person assisted by the scrutineers shall proceed with the examination of the voting papers and shall report the results to the Chairman of the meeting who shall then declare such candidate or candidates who received the greatest number of votes to be duly elected.
- (f) Any voting paper upon which the votes are not recorded for the exact number of candidates to be elected shall be rejected as informal.
- (g) In any case of doubt as to the formality of the voting paper the matter shall be referred to the Chairman whose decision shall be final.
- (h) In the event of an equality of votes in favour of two or more candidates the elder or eldest as the case may be of such candidates shall be declared by the Chairman of the meeting to be elected in such a way as to ensure the election of no more than the number necessary to fill the vacancies.

VACANCIES IN BOARD OF DIRECTORS

20. (a) If any Director shall die or shall fail to attend a regular Board meeting for three consecutive meetings without leave of absence or if he shall resign or shall cease to be a member of the Club or if he shall become bankrupt or of unsound mind his office shall be declared vacant by the Board and he shall cease to be a member of the Board and the Board may appoint a successor to his office to hold office until the next election by the Annual General Meeting and until such appointment is made the continuing Directors may act notwithstanding such vacancy.

(b) Any casual vacancy or vacancies which may occur in the Board shall be filled by the Board by appointing the person who received the greatest number of votes at the previous Annual General Meeting other than those elected to the Board provided that if such person has already been appointed then by appointing the person who received the next greatest number of votes provided further that if both such persons have already been appointed to the Board to vacancies or if the number of candidates for election at such Annual General Meeting were insufficient to make such appointment or the candidates are otherwise ineligible then by appointing such other persons as the Board may decide. The person or persons so appointed shall hold office until the next Annual General Meeting.

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

22. No Director shall receive any remuneration for his services in his capacity as a Director.

POWERS AND DUTIES OF THE BOARD

23. The business and general affairs of the Club shall be under the management of the Board of Directors which shall have full control of the property of the Club and absolute authority subject to the Memorandum of Association regarding its disposition and in the conduct and administration of all the affairs and business of the Club including the rights and privileges of the members in respect of the Club except insofar as is otherwise expressly provided by these Articles. In particular but without derogating from the general power hereinbefore conferred the Board of Directors shall have power from time to time:-

(a) To appoint from among its members or from members of the Club sub-committees for any purpose whatsoever which from time to time it may think desirable and to delegate to any such sub-committee such powers as it may see fit and any such appointment or delegation from time to time to revoke or alter. Unless otherwise specified in the minute of the Directors appointing the sub-committee the quorum of all sub-committees shall consist of a majority of the members of such sub-committee.

- (b) Subject to Article 24 to make such By-laws rules or regulations not inconsistent with the Memorandum and Articles of Association of the Club as in the opinion of the Board are necessary or desirable for the proper control of administration and management of the Club's finances affairs interests effects and property and for the convenience comfort and well-being of the members of the Club and to amend or recind from time to time any such By-laws rules and regulations.
- (c) To enforce the observance of all By-laws rules and regulations by suspension from the enjoyment of Club privileges or any of them or otherwise as the Board thinks fit.
- (d) To appoint any delegate or delegates to represent the Club for any purpose with such powers as may be thought fit.
- (e) To engage appoint control remove discharge suspend and dismiss such managers secretaries officers representatives agents and servants of other employees in respect to permanent temporary or special services as it may from time to time think fit and to determine the duties pay salaries emoluments or other remunerations but no payment or part payment of any secretary manager or other office or servant of the Club shall be made by way of commission or allowance from or upon the receipts of the Club for liquor supplied.
- (f) To purchase or otherwise acquire for the Club any property rights or privileges which the Club is authorised to acquire at such price and generally on such terms and conditions as it thinks fit.
- (g) To secure the fulfilment of any contracts or engagements entered into by the Club by mortgaging or charging all or any property of the Club as may be thought fit.
- (h) To institute conduct defend compound or abandon any legal proceedings by or against the Club or its officers or otherwise concerning the affairs of the Club and also to compound or allow time for payment or satisfaction of any debts due to and any claims or demands by or against the Club and to refer any claims or demands by or against the Club to arbitration and to observe and perform the award.
- (i) To determine who shall be entitled to sign or endorse on the Club's behalf contracts receipts acceptances cheques bills of exchange promisory notes and othe documents or instruments.
- (j) To invest and deal with any of the moneys of the Club not immediately required for the purposes of the Club upon such securities and in such manner as the Board may think fit from time to time to vary or realise such investments.
- (k) From time to time at its discretion to borrow or secure the payment of any sum or sums of money for the purposes of the Club and to realise and secure the payment of such sum or sums in such a manner and upon such terms and conditions in all respects as it think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise and either charged upon

all or any of the Club's property both present or future or not so charged or by any mortgage charge or other security upon or over all or part of the Club's property both present and future. Any debentures or other securities may be issued with any special rights and privileges which the Board may think proper to confer on the holders.

- (l) To sell exchange or otherwise dispose of any furniture fittings equipment plant or other goods or chattels belonging to the Club and to let any property of the Club and with the sanction of a general meeting of the Club to lease demise exchange or sell all or any of the lands and buildings or other property or rights to which the Club may be entitled from time to time PROVIDED that the power to let or lease shall not be exercised with respect to any part of the Club's premises which may be registered under the provisions of the Liquor Act 1912 as amended without the consent of the Licensing Court being obtained.
 - (m) To fix the maximum number of each class of members who may be admitted to the Club.
 - (n) In addition to the powers contained in Articles 41 and 42 to fine caution or suspend for such period as it thinks fit any member who shall wilfully infringe any provisions of the Memorandum or Articles of Association or of By-laws rules or regulations of the Club or who shall in the opinion of the Directors be guilty either in or out of the Club premises of conduct unbecoming of a member or prejudicial to the interests of the Club.
 - (o) To impose any restrictions or limitations on the rights and privileges of the members honorary members and visitors relating to the use by them of the Club premises and/or any amenity or facility therein contained or relating to their conduct behaviour clothing and dress whilst on the said premises.
24. (a) Any By-law rule or regulation made under these Articles shall come into force and be fully operative upon the posting of an appropriate notice containing such by-law rule or regulation on the notice board.
- (b) The Club and General Meeting may revoke and disallow any such by-law rule or regulation provided that the notice convening the meeting states that the notice has been received as provided for in clause (c) of this article and also specifies the by-law rule or regulation objected to.
 - (c) Without limiting the rights of the members under article 28 any twenty members may at any time during the month of June in any year give to the Secretary notice in writing signed by them that they object to one or more specified by-laws rules or regulations and the Secretary shall then include a statement to that effect on the notice convening the next general meeting.
 - (d) Neither the revocation or disallowance by the Club in General Meeting of any by-law rule or regulation nor the knowledge that it might take place nor its amendment or rescission by the

Board shall invalidate any act by the Board or by an officer or servant of the Club prior to such amendment or rescission.

MEETINGS OF THE BOARD

25. (a) The Board shall meet at least once in every month for the transaction of business. Minutes of all resolutions or proceedings of the Board shall be entered in a book provided for the purpose. The President may at any time and the Secretary shall upon the request in writing of two Directors convene a meeting of the Board.
- (b) The President if present shall be entitled to preside at all meetings of the Board; in his absence the meeting shall elect another Director to be Chairman of the meeting the Secretary taking the chair for the purpose only of the election but without right to vote. Any person except the Secretary acting as Chairman of a meeting of the Board shall have the same voting powers as are provided in Article 33 of these Articles.
- (c) A majority of the Directors shall constitute a quorum. If a quorum be not present within fifteen (15) minutes from the time appointed for the meeting the members present shall be a quorum.

GENERAL MEETINGS

26. The Annual General Meeting of the Club shall be held if practicable in the month of September in each year at such time and place as may be prescribed by the Club in General Meeting or in default at such time and place as may be determined by the Board provided always that an Annual General Meeting shall be held at least once in every calendar year.

27. The abovementioned Annual General Meeting shall be called the ordinary General Meeting. All other General Meetings shall be called extraordinary General Meetings.

28. An extraordinary general meeting may be called on any date by the President or the Board and shall be called by the Secretary upon receipt by him of a requisition which need not be in one document signed by not less than 10% foundation or ordinary members stating the business to be considered. The date of such meeting shall be within forty days of receipt of such requisition. Provided that if such meeting is not called within fourteen (14) days of receipt of the requisition the requisitionists or a majority of them may themselves call the meeting and for that purpose shall have access to the register of members and any other records necessary for the purposes of calling meetings of members.

29. (a) Every notice convening a general meeting shall specify the place the day the hour of the meeting and such information concerning the business proposed to be transacted as is required to be given by these Articles or the Act.

(b) Every notice convening a General Meeting shall be given in the manner prescribed by the Article 53 to those members who are entitled to attend

and vote at general meetings under the provisions of Article 15 of the Articles and a copy shall be posted on the notice board.

- (c) The period of notice with respect to general meetings shall be as follows:-
 - (i) Fourteen (14) days in respect of ordinary general meetings and such extraordinary general meetings as are convened for purposes other than those requiring the passage of a special resolution.
 - (ii) Twenty-one (21) clear days in respect of extraordinary meetings convened for the purpose of passing a special resolution.
- (d) Neither the accidental omission to give notice of a meeting nor the non-receipt of a notice of a meeting by any member nor the omission to post a copy on the notice board shall invalidate the proceedings at any meeting.

QUORUM FOR GENERAL MEETINGS

30. At any ordinary or extraordinary general meeting called by the President or the Board fifty members entitled to be present under Article 15 and present in person shall be a quorum and at any extraordinary meeting called on or by the requisition of members fifty members entitled to be present under Article 15 and present in person shall constitute a quorum. If a quorum be not present within thirty minutes of the time fixed for an ordinary or extraordinary general meeting if convened on or by the requisition of members shall be dissolved; if convened by the President or by the authority of the Board it shall be adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting the members present shall be a quorum.

31. The business of an annual general meeting shall be to receive and consider the report of the Board the income and expenditure account the balance sheet and the report of the auditors to elect the Directors and an auditors and to fix the remuneration payable to such auditor or auditors and to transact and any other business which under these Articles is to be transacted at an Annual General Meeting. All other business transacted at an annual general meeting and all business transacted at an extraordinary general meeting shall be deemed special.

32. The President shall if present be entitled to preside at all general meetings of the Club. Should he be absent the same procedure for the appointment of the Chairman shall be followed as is provided in Article 25 (b) of these Articles for the appointment of a Chairman at a meeting of the Board.

33. Every question submitted to a General Meeting of the Club or to any meeting of the Board or any sub-committee shall be decided in the first instance by a show of hands and in the case of equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote to which he is entitled as a member.

34. At any General Meeting unless a poll is demanded by the Chairman or by at least five members present and entitled to a vote at the meeting a

declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

35. If a poll is demanded as aforesaid it shall be taken in such a manner and at such a time and place as the Chairman of the meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote the Chairman shall determine the and such determination made in good faith shall be final and conclusive.

36. The Chairman of a General Meeting may with the consent of the meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

37. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. No poll shall be demanded on the election of a chairman of the meeting and a poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

38. Any general meeting at which a quorum is present may be adjourned by resolution as the meeting may determine and no notice of such adjournment need be given.

VOTES OF MEMBERS

39. (a) Every financial member when eligible to vote shall both on a show of hands and on the taking of a poll have one vote.

(b) All financial members shall be entitled to vote for the election of the Board of Directors of the Club. On all matters or resolutions at any General Meeting of the Club other than the election of the Board of Directors Foundation members and Ordinary Members only shall be entitled to vote.

(c) No servant of the Club shall be entitled to vote at any meeting of the Club.

(d) A member entitled to attend and vote at any meeting of the company is entitled to appoint a proxy to attend and vote instead of the member and any proxy so appointed must be a member.

CESSATION OF MEMBERSHIP

40. A member at any time by giving notice in writing to the Secretary may resign his membership of the Club but shall continue liable for any entrance fee or annual subscription and all arrears due and unpaid at the date of his resignation and for any sum not exceeding five dollars as a member of the club

under Clause 6 of the Memorandum of Association of the Club.

41. If any member shall refuse or neglect to comply with the provisions of the Memorandum and Articles of Association by-laws rules or regulations of the Club or if any member shall in the opinion of the Board be guilty of any conduct deemed by the Board to be unbecoming of a member or prejudicial to the interest of the Club such member may be expelled by resolution of the Board and such resolution need not state the grounds facts or opinions upon which it is based; PROVIDED:-

- (a) That at least seven days before the meeting at which such resolution is passed the member concerned shall have been notified either orally or in writing of the intended resolution and requested to be present at the meeting and that he shall at such meeting and before such resolution is passed have an opportunity of giving orally or in writing any explanation or defence he may think fit.
- (b) That seven (7) days' written notice of the meeting to consider the case of a member under this Article shall be given to the members of the Board and that the notice convening the meeting shall state that the case of the particular members or member and the question of his or their membership are to be considered. Any resolution under this Article shall require for its passage a simple majority of the votes of the Directors.

42. Should a member incur any debt to the Club or to the Club's staff or servants or persons under contract to the Club (which debt is not covered by the provisions of Article 14 hereof) and fail to discharge such debt upon request in writing by the Secretary he may by resolution of the meeting of the Board be suspended or expelled from membership provided that before so resolving the Board shall give the member concerned due notice of its intention to take such course but the provisions of Article 41 shall not apply.

43. Every person ceasing to be a member of the Club whether by retirement expulsion death neglecting to pay the entrance fee or the subscription or otherwise shall forfeit ipso facto all rights as a member of the Club but shall remain liable for any moneys due or payable under the provision of Clause 6 of the Memorandum of Association.

44. Every member shall on becoming a member furnish to the Secretary particulars of his address and occupation ie if those particulars have not already been stated on the nomination for membership and shall notify the Secretary in writing of any subsequent change of address. The address so given shall be deemed to be the member's registered address for the purpose of the issue of notices.

- 45. (a) The Secretary shall keep in the Club's premises a register of the members setting forth the name in full occupation and address of each member specifying the class of member to which he belongs and setting out the date of the latest payment by each member of his subscription.
- (b) The Secretary shall keep in the Club's premises a register in which the Secretary shall enter

or cause to be entered the names and addresses of all persons (not being persons whose names and other particulars have been entered in the register kept pursuant to paragraph (a) of this subsection) who are admitted as honorary or temporary members of the Club for a limited period and the date upon which the period commences and terminates.

MINUTES

46. The Board shall cause minutes to be kept by the Secretary in books provided for the purpose:-

- (a) Of all appointments of officers made by the Club in general meeting or by the Board;
- (b) Of the names of the Directors present and voting at each meeting of the Board.
- (c) Of the number of members present and voting at general meetings of the Club.
- (d) Of all resolutions and proceedings at all meetings either of the Club or the Board.

FINANCIAL YEAR

47. The financial year of the Club shall commence on the first day of July and end on the last day of June in the next year.

ACCOUNT AND AUDIT

48. The Board shall cause correct accounts and books to be kept showing the financial affairs of the Club and the particulars usually shown in books of account of a like nature and showing in particular and without limiting the generality hereof:-

- (a) all sums of money received and expended by the Club and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchase of goods by the Club;
- (c) the assets credits and liabilities of the Club;

49. The books of account shall be kept at the registered office of the Club or at such other place as the Board thinks fit and shall always be open to the inspection of the Directors.

50. (a) The Board shall comply with the provisions of Section of the Act and once in every year cause to be prepared a balance sheet as at the end of the Club's financial year and an income and expenditure account made up to the end of the financial year which balance sheet and income and expenditure account shall together with the report of the Board and the Auditor's Report be laid before the annual general meeting of the Club as provided for in Article 31 of these Articles.

- (b) The report of the Board referred to in the foregoing clause
 - (a) shall include statements showing:-
 - (i) The amount written off for depreciation;

- (ii) The amount if any which the Board proposes to transfer to the reserve fund or funds of the Club;
- (iii) The number of members of each class registered in the register of members at the date of the preparation of the report;
- (iv) The names of the Directors.
- (c) A copy of the balance sheet auditors report and income and expenditure account accompanied by a copy of the report of the Board shall be posted to every member other than honorary members at least fourteen (14) days before the date of the general meeting at which the said accounts and reports are to be presented.

51. Auditors shall be appointed and their remuneration fixed and their duties regulated in accordance with the provisions of Sections 9, 165, 166, and 167 of the Act and clause 8 of the Memorandum of Association.

SEAL

52 The Directors shall provide for the safe custody of the seal and the seal shall never be used except by the authority of the Board and in the presence of two Directors at least who shall sign every instrument to which such seal is affixed and every such instrument to which the seal is affixed shall be countersigned by the Secretary or some other person appointed by the Board.

NOTICES

53. A notice may be given by the Club to any member either personally or by sending it by post to him to his registered address or if he has no registered address within the State of New South Wales to the address if any within the State supplied by him to the Club for giving of notices to him. Where a notice is sent by post services the notice shall be deemed to be effected by properly addressing prepaying and posting the notice and shall be deemed to have effected in the case of a notice convening a meeting on the day following that on which the same shall have been posted and in any case at the time at which the notice would have been delivered in the ordinary course of post.

If a member has no registered address within the State of New South Wales and he has not supplied to the Club an address within the said State for the giving of notices to him a notice posted upon the notice board shall be deemed to be well served on such member at the expiration of twenty-four hours after it is so posted up.

INDEMNITY

54. Every Director and every member of any sub-committee constituted under Article 23 and the Secretary and other officer of the Club and any person (whether an officer of the Club or not) employed by the Club as Auditor shall be indemnified out of the funds of the Club against all liabilities incurred by him as such Director or member of a sub-committee or as Secretary officer or auditor defending any.

THE COMPANIES ACT, 1961
ASSOCIATION NOT FOR GAIN
LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION
OF
TRIGLAV CLUB LIMITED

1. The name of Company (hereinafter called "the Club") is "TRIGLAV CLUB LIMITED".
2. The powers set forth in the Third Schedule to the Companies Act 1961 are hereby expressly excluded.
3. The objects for which the Club is established are:-
 - (a) To acquire and take over all of the assets and liabilities of the present unincorporated body known as "SLOVENIAN CLUB TRIGLAV SYDNEY" and to carry on the work of the said body.
 - (b) To provide for members and for the guests of members a Club with all the usual facilities of a Club, including residential and other accomodation liquid and other refreshment libraries and provision for sporting musical and educational activities and other social amenities.
 - (c) To encourage social activities amongst members of the Slovenian community in Australia.
 - (d) To assist generally in the advancement of the Slovenian community and the establishment of good relations amongst persons of Slovenian extraction and between them and persons of Australian and other nationalities.
 - (e) To invest in shares of Triglav Pty. Limited for purposes of building of Club premises for its members.
 - (f) To materially support Triglav Community Centre in its efforts to assist needy Australian-Slovenians in necessitous circumstances (illness, old age, and other misfortunes).
 - (g) To purchase hire lease or otherwise acquire for the purposes of the Club any real or personal property and any rights or privileges which the Club may think necessary or convenient for the carrying out of its objects or any of them.

- (h) To give sell mortgage exchange hire lease or otherwise dispose of the property of the Club or any part or parts thereof.
- (i) To invest and deal with any of the moneys of the Club not immediately required for the purposes thereof upon such securities and in such manner as may be deemed fit and from time to time to vary and realise investments.
- (j) To make draw accept endorse discount execute and issue promisory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable instruments.
- (k) To borrow money from time to time and for such purposes to give debentures liens mortgages charges or other security over the whole or any part of the property real or personal of the Club.
- (l) In furtherance of the objects of the Club to apply for and obtain and hold a Club license or licenses or certificate of registration under the Liquor Act or Laws or any other Act or Laws for the time being operative and for such purpose or purposes to appoint if necessary or desirable a manager or managers or other officer or officers to act as Licensee or Licensees and hold the License or Licenses on behalf of the Club.
- (m) In furtherance of the objects of the Club to obtain and hold any license or permission necessary for and to carry on the business of restaurant keepers and/or sellers of tobacco cigars and cigarettes and of all kinds of goods provisions etcetera required used or desired by members.
- (n) To take or reject any gift of property money or goods whether subject to any special trust or not.
- (o) To erect maintain improve or alter any building or buildings for the purposes of the Club.
- (p) To indemnify any person or persons whether members of the Club or not who may or have incurred any personal liability for the benefit of the Club and for that purpose to give such person or persons mortgages charges or other security over the whole or any part of the real or personal property present or future of the Club.
- (q) To establish support or aid in the establishment and support of associations funds trusts and conveniences calculated to benefit the members of the Club or the dependents or connections of such members and to make payments toward insurance for any purpose and to subscribe or guarantee money for charitable or benevolent objects or for any exhibitions or for any public general or useful object.

- (r) To carry on all such activities as may be necessary or convenient for the purposes of the Club or any of them.
 - (s) To do all such acts deeds matters and things and to enter into and make such agreements as are incidental or conducive to the objects of the Club or any of them.
 - (t) To make donations for ethical and charitable purposes.
4. The income and property of the Club whencesoever derived shall be applied soley towards the promotion of the objects of the Club as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to or amongst members of the Club. Provided that nothing herein contained shall prevent the payment in good faith of interest to any such members in respect of moneys advanced by him to the Club or otherwise owing by the Club to him or of remuneration to any officers or servants of the Club or to any members of the Club or person in return for any services actually rendered to the Club. Provided further that no member of the Board of Directors or Governing Body shall be appointed to any salaried office of the Club or any office of the Club paid by fees and that no remuneration shall be given by the Club to any member of such Board of Directors or Governing Body provided that nothing herein contained shall be construed so as to prevent the allowance of an honorarium to any such member in respect of special honorary services rendered or the repayment to any such member of out-of-pocket expences and interest on money lent or hire of goods or rent for premises demised to the Club; PROVIDED THAT the provision last aforesaid shall not apply to any payment to any railway gas electric lighting water cable telephone company or corporation of which a member of the Board of Directors or Governing Body be a member or to any other company in which such member shall not hold more than one hundredth part of the capital and such member shall not be bound to account for any share of the profits he may receive in respect of such payment.
5. The liability of the members is limited.
6. Every member of the Club undertakes to contribute to the assets of the Club in the event of the same being wound up during the time that he is a member or within one year afterwards for the payment of the debts and liabilities of the Club contracted before the time at which he ceased to be a member and of the costs charges and expenses of winding up the Club and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding five dollars.
7. If upon the winding up or dissolution of the Club there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the members of the Club but shall be given or transferred to Triglav Community Centre (registered under the provisions of the Charitable Collections Act 1934-41 certificate No. c.c.21406) or some other institution or institutions having objects similar to those of this Club and which shall prohibit the distribution of its or their income and property

amongst its or their members to an extent at least as great as is imposed on the Club under or by virtue of clause 4 hereof such institution or institutions to be determined by the members at or before the time of the dissolution or in default thereof by the Chief Justice in Equity of the Supreme Court of New South Wales or such other Judge of that Court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Club and the matters in respect of which receipt and expenditure takes place and of the property credits and liabilities of the Club and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Club for the time being shall be open to the inspection of the members. Once at least in every year the accounts of the Club shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

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.

Names, Addresses, Descriptions
and Signatures of Subscribers

Witness to Signatures
and address of Witness

CUJES Joze
17 Luisa St., Summer Hill,
Stock Controller

FISER Jože
11/ 25 George St., Marrickville,

FRISCIS Sonja
27 Jonathon St., Wentworth=
ville South,

FRISCIC Vinc
27 Jonathon St., Wentworth =
ville South,

Glogovsek Alojz
39 Gidley St., St. Marys,
Miner

KUKOVEC Emil
32 Anderson St., Mt. Pritchard,
Painter.

CERTIFICATE OF REGISTRATION
REGISTERED CLUBS ACT 1976, NO. 31
SECTION 14

THE SECRETARY
TRIGLAV CLUB LTD

Serial No. 200396

LOT 19A BRISBANE STREET
ST JOHNS PARK 2176 15

THE PERSON NAMED IN THIS CERTIFICATE IS EXEMPTED FROM THE PROVISIONS OF THE LIQUOR ACT 1982 AS TO THE SALE OF LIQUOR PROVIDED THE SALE IS ON THE DEFINED PREMISES OF THE REGISTERED CLUB AND ON BEHALF OF, AND WITH THE AUTHORITY OF THE CLUB.

Except during any period of suspension

this CERTIFICATE continues in force provided the periodic fee assessed has been paid and the CERTIFICATE has not been surrendered or cancelled.

Certificate or Licence granted: 23 SEPTEMBER 1983

Current Holder: PETER KROPE

Date of appointment of current Holder: 21 FEBRUARY 1986

THIS IS TO CERTIFY THAT THE ABOVEMENTIONED CLUB IS REGISTERED UNDER THE REGISTERED CLUBS ACT, 1976.

LIQUOR MAY ONLY BE CARRIED AWAY FROM THE DEFINED PREMISES OF THE CLUB ON MONDAY TO SATURDAY BETWEEN 10 A.M. AND 11 P.M. AND SUNDAYS FROM NOON TO 10 P.M. (EXCEPT GOOD FRIDAY AND CHRISTMAS DAY) OR AS VARIED BY THE LICENSING COURT.



010486

PRINCIPAL Registrar.

POLDIV 1034

At

SYDNEY



SfB Ba8

UDC 72.009.7

Royal Australian Institute of Architects

Agreement between client and architect

Stamp
Duty

THIS AGREEMENT is made on Tuesday .. 24th April, 1979
between Triglav Pty. Limited. AND .. TRIGLAV CLUB LIMITED.
hereinafter called the client, and ... Bower McFadyen and Little Pty. Ltd.

.....
hereinafter called the architect.

The client intends to ... Design and erect new club premises.....
..... at Lot 194 Bibbys Road, St. Johns Park.

.....
and therefore the client and the architect for the consideration stated hereafter agree as follows:

subject to the annexed conditions of engagement and any special conditions attached thereto.

The architect agrees to provide the service and the client agrees to pay the architect's charges all as stated hereafter.

Conditions of Engagement reference

Charges by architect

- 1.03 Basic Service
- 1.031 - Schematic Design Stage)
 - 1.032 - Design Development Stage) Minimum Basic Fee of
 - 1.033 - Contract Document Stage) 6% all as set out in
 - 1.034 - Contract Administration Stage) Clause 2 of Scale of Charges.
- 1.04, 1.05 Advisory and Supplementary Services
- 1.042 - Studying & reporting on) As set out in Time
 - project or site development,) Charge Fee in Scale of
 - including financial analysis) Charges (Clause 5) and
 - and feasibility.) at a rate of \$35.00/hr
 - 1.044 - Investigating program requirements) and as set out in
 - & arranging for analysis, reports) Clause 5.02.
- 2.02 Consultants to be employed by the architect & schedules)
- 1. Consulting Structural Engineers - Bond James Laron Pty. Ltd.
 - 2. Consulting Electrical Engineers - To be selected and agreed.
 - 3. Consulting Hydraulics Engineers - Spencer Brown & Partners.
 - 4. Consulting Air Conditioning Engineers - To be selected and agreed.

2.03 Consultants to be employed by the client

To be agreed at a future date.

3.07 Principal's time charge \$35.00 per hour.

Multiplying factor for technical staff salaries

As set out in Clause 5.02 of Scale of Charges.

3.08 Co-ordination of preparation of Bill of Quantities

This document will not be required.

4.011 Travel cost and time

This is not included.

6 Special Conditions

The Architects will keep a Professional Indemnity Policy current for the duration of the job for a sum of not less than \$500,000.00.

5.09 REASONABLE NOTICE IS CONSIDERED TO BE FOURTEEN (14) DAYS.

Signature of Client

Signature of Architect

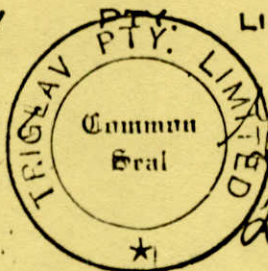
CLIENT:

TRIGLAY

PTY.

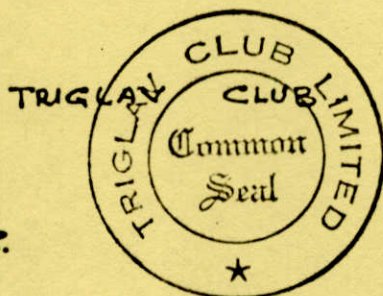
LIMITED

Forbes
Secretary



House
Director

J.D.
TREASURER.



LIMITED.

Peter Knapp
president

ARCHITECTS:

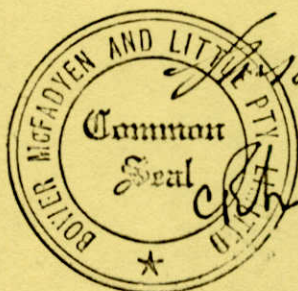
BOWER

McFADYEN

AND

LITTLE

PTY. LIMITED.



J. Bower

DIRECTOR

C.H. McFadyen
SECRETARY.



Royal Australian Institute of Architects

Conditions of Engagement

Authorised by the Council of the RAlA to operate from 1st July, 1972,
with amendments authorised to operate from 1st July, 1974 and 1st January, 1978

1. THE ARCHITECT'S SERVICE

ARCHITECTURAL PRACTICE

- 1.01 The architect, as a member of the Royal Australian Institute of Architects, is governed by the Articles of Association, Regulations, By-Laws and Code of Professional Conduct of that Institute, and by Acts of Parliaments related to the practice of architecture.

SERVICE

- 1.02 The architect shall perform any of the services or work to originate to design and plan buildings, other works or things which in the course of his business he may be engaged to do. The architect shall provide inspection service when engaged to do so and shall make such inspections as he may consider necessary in order to reasonably be satisfied that the buildings or other works executed are in general accordance with the building contract. For convenience, the architect's services are referred to in these Conditions under the following classifications — Basic Services; Advisory Services; Supplementary Services.

In performance of any services the architect shall exercise reasonable skill and care normal to the profession of architecture.

Constant supervision is not the architect's normal duty.

BASIC SERVICE

- 1.03 The architect's basic service is performed in the following stages:

Schematic design stage

- 1.031 Schematic design stage, which normally includes preparing preliminary sketch drawings and/or reports, and providing preliminary estimates of cost.

Design development stage

- 1.032 Design development stage, which normally includes preparing developed sketch proposals, advising on preliminary designs of engineering and other specialist services, and providing estimates of cost.

Contract document stage

- 1.033 Contract document stage, which normally includes preparing tender documents and providing revised estimates of cost.

Contract administration stage

- 1.034 Contract administration stage, which normally includes calling and advising on tenders, arranging and administering contracts and inspecting the works.

ADVISORY SERVICES



- 1.04 As agreed with the client the architect will provide the following advisory services, which will be the subject of a charge additional to the fee for service described in clause 1.03:

Site Selection

- 1.041 Advising on site selection.

Feasibility

- 1.042 Studying and reporting on project or site development, including financial analysis and feasibility.

Property inspection

- 1.043 Inspecting property and advising on its use, improvement, alteration or development.

Programme investigation

- 1.044 Investigating programme requirements and arranging for analyses, reports and schedules.

Works of art

- 1.045 Selecting or advising on works of art or engaging and instructing artists.

Examination of drawings

- 1.046 Examining drawings and other documents in connection with buildings submitted for mortgage security or other purposes.

SUPPLEMENTARY SERVICES

- 1.05 As agreed with the client the architect will provide the following supplementary services, which will be the subject of a charge additional to the fee for service described in clause 1.03:

Furniture and furnishings

- 1.051 Designing or selecting furniture and furnishings, preparing documents for calling tenders for manufacture or supply, and arranging for the execution of such work.

Landscaping

- 1.052 Designing or arranging for landscape and garden work, preparing documents for calling tenders, and arranging for the execution of such work.

Adjacent property

- 1.053 Inspection and recording condition of adjacent property which may be affected by work being executed for the client.

Other services

- 1.054 Providing other services which the client may require in the fields of architecture or town planning.

2. SPECIALIST CONSULTANTS

- 2.01 Where specialist consultants are appointed, the architect shall direct them and integrate their services.
- 2.02 Selection and employment of specialist consultants by the architect shall be at his discretion, and he shall be responsible to the client for their services.
- 2.03 Specialist consultants appointed and employed by the client will be responsible to the client, and the architect shall not be responsible to the client for their services. The selection and terms of appointment of such specialist consultants shall be acceptable to the architect.

3. FEES AND CHARGES

- 3.01 When the fee payable to the architect is a percentage of the cost of the works the fee shall be calculated by applying the percentage stated in the agreement between the client and the architect to a figure equivalent to the cost of the works as defined in clauses 3.02 and 3.03.

- 3.02 The cost of the works shall be the total cost of all executed work including work handled by specialist consultants, service installations and any fixed or built in furniture or equipment. Where the purpose of a building is to house plant or equipment, the design, selection, layout or installation of which is not the responsibility of the architect, the cost of such items shall not be included in the cost of the works.

The cost of the works shall include fees paid to a quantity surveyor for the preparation of a bill of quantities unless a co-ordination fee is paid as provided under clause 3.10. The charges of other specialist consultants shall not be included.

When the work is executed wholly or in part with old materials, or when material, labour or carriage is provided by the client, the cost of the works shall be calculated as if the works had been executed wholly by the builder supplying all labour and new materials.

The cost of the works shall be subject to appropriate adjustment in accordance with the provisions of clause 3.12.

- 3.03 Where the architect provides services through all stages as set out in clause 1.03, the cost of the works referred to in clause 3.01 shall be the final cost of the works executed, or where applicable an estimate thereof.

However, where in recognition of the expected construction period for the works exceeding one year it is so indicated in the Agreement, then the cost of the works shall be assessed in stages as follows:

- The figure for the cost of the works to be used for calculating the fee for schematic design, design development and contract documentation shall be the amount of the accepted tender, less only any contingency amounts included therein – such fee to be final in respect of such works;
- The figure for the cost of the works to be used for calculating the fee for contract administration shall be the actual cost of the works as executed;

provided that should any additional work be executed which was not included in the tender, then fees for design and documentation shall also be payable on such work on the basis of the actual cost as executed.

- 3.04 Until the cost of all executed work is ascertained in accordance with clauses 3.02 and 3.03 calculation of fees payable to the architect shall be based on the architect's estimate of the cost of work executed or to be executed.

- 3.05 Where there is continuity in the architect's services through all stages set out in clause 1.03 and the architect's fee for basic service is a percentage of the cost of the works or is a fixed fee, then for the purpose only of progress payments the fee shall be apportioned to the four stages described in clause 1.03 on the following percentage bases:

| | | |
|---|------|---|
| Schematic design stage | 15% | ✓ |
| Up to and including design development stage. | 30% | ✓ |
| Up to and including contract documentation stage | 70% | ✓ |
| Up to and including contract administration stage | 100% | |

Should the work be carried out in a manner differing from that set out in clause 1.03, then an appropriate apportionment shall be adopted.

| | |
|------------------------|---|
| Partial service | <p>3.06 Where work in respect of which the architect renders service is not executed or its execution is not administered by the architect and the architect's fee for basic service is a percentage of the cost of the works or is a fixed fee, then calculation of fees payable to the architect shall be based on the architect's estimate of the cost of executing such work at rates ruling at the time at which services in respect of such work cease and the following percentages shall then apply in lieu of those adopted for clause 3.05:</p> <p>Schematic design stage 16%</p> <p>Up to and including design development stage. 32%</p> <p>Up to and including contract document stage 75%</p> |
| Deferred services | <p>3.07 If due to the client's instruction or lack of instruction a break in the continuity of the architect's service occurs exceeding a continuous period of 6 months then fees for the services completed at the time of cessation will be determined in accordance with the provisions of clause 3.06 and shall be deemed to be the final fee in respect of such services.</p> <p>Should the architect subsequently be re-engaged or be instructed to proceed with work previously deferred the fee for the further work shall be determined in accordance with the provisions of clause 3.05 and clause 3.06 according to which is applicable and where appropriate shall be subject to additional charges as provided for in clause 3.08.</p> |
| Review charges | <p>3.08 Where the architect's services commence at a stage subsequent to the schematic design stage or recommence after a deferment as defined in clause 3.07 necessitating review and/or additional work before starting the commissioned or resumed stage, an additional fee is chargeable according to the service involved.</p> |
| Time charges | <p>3.09 Where charges are made on a time basis the fee shall be determined as follows:</p> <p>Principal's time shall be charged at the rate stated in the agreement, varied in proportion to any subsequent variations in the salary of a Grade 5 architect employed in the Australian Public Service. If no rate is stated then the rate shall be as may subsequently be agreed.</p> <p>Technical staff services shall be charged on the basis of actual salary paid to the staff concerned multiplied by a factor stated in the agreement or if none is stated as may subsequently be agreed, to cover overhead and profit. For this purpose the actual salary paid per hour shall be computed at the annual salary rate (including holiday pay loading and any similar items which may become regularly payable in addition to the nominated salary) divided by the current number of effective working hours per year as stated in the agreement, subject to adjustment in accordance with any changes occurring in normal working conditions. Unless otherwise agreed the cost of the time of clerical staff shall not be charged.</p> |
| Co-ordination fee | <p>3.10 Where fees paid to a quantity surveyor for the preparation of a bill of quantities are not included in the cost of the works used for determining a percentage fee as provided for in clause 3.02, a co-ordination fee shall be payable.</p> |
| Progress payments | <p>3.11 The architect is entitled to payment at monthly intervals in amounts appropriate to the services provided.</p> <p>The architect shall be entitled to interest at the same rate as the maximum overdraft rate fixed by the Reserve Bank plus 2% per annum on all fees due and not paid within 30 days of rendering of account without relieving the client of his obligation to pay the account.</p> |
| Withholding of fees | <p>3.12 Fees or charges shall not be reduced or withheld on account of penalties, liquidated and ascertained damages or sums withheld from payment to the builder or others.</p> |
| Changes of instruction | <p>3.13 Additional services resulting from changes of instruction by the client shall be charged for in accordance with the service involved.</p> |
| Protracted service | <p>3.14 If the architect's service is protracted by causes beyond his control he shall be entitled to make an appropriate additional charge.</p> |
| Forms of contract | <p>3.15 If, by agreement with the client, the architect is required to administer special contract conditions or a contract other than the standard lump sum contract issued under the auspices of the RATA, and, as a result of this, additional cost is incurred by the architect, he shall be entitled to make an appropriate additional charge.</p> |

4. REIMBURSEMENTS

4.01 The client shall reimburse the architect for the following expenses incurred by him or by specialist consultants employed by him, and such are payable when they are incurred:

| | |
|--------------------------|--|
| Travelling expenses | 4.011 Travelling expenses including fares and car expenses where the work is located more than 32 kilometres from the architect's office. Accommodation costs where such are reasonably incurred. Cost of time spent in travel. |
| Statutory authority fees | 4.012 Fees paid by the architect to statutory authorities having jurisdiction over the project. |
| Advertisements | 4.013 The cost of advertisements and published notices in connection with the project. |
| Copies of documents | 4.014 The cost of the provision of more than six copies of any drawings or working documents other than those used by the architect in his own office or for the direction of consultants appointed under the provisions of section 2. |
| Photographs | 4.015 The cost of photographic records authorised by the client. |
| Special service | 4.016 The cost of special services which may include perspective drawings, models, maintenance manuals and work-as-executed drawings as requested by the client. |

5. GENERAL

5.01 The client shall give the architect instructions adequate to define his requirements.

5.02 The architect shall not initiate or proceed with any stage of his duties as defined in clause 1.03 without the authority of the client. He shall not make any material alteration to, addition to or omission from the approved design without the consent of the client, except as necessitated by emergencies during construction, in which case he shall notify the client promptly.

5.03 The client shall be responsible for the provision of all legal, survey and other particulars concerning the site, including particulars of existing structures, services and features, sub-surface conditions and adjoining sites, and for the provision of legal, insurance or other specialised counselling. If the architect is required to obtain or seek clarification of such information he shall be compensated by the client.

5.04 The architect provides periodical inspection as part of his basic service in the contract administration stage. Constant supervision is not his normal duty.

Where it is agreed that inspection additional to basic architectural service is necessary, a site inspector shall be employed. The site inspector shall be selected by the architect subject to the approval of the client, and shall be employed and paid by the client. Alternatively he may by agreement be employed and paid by the architect on behalf of the client, in which case the architect shall be compensated by the client.

The site inspector shall work under the direction of the architect.

The term "site inspector" shall include clerk of works or other person employed in this context.

5.05 Where the employment of an on-site representative of the architect is agreed he shall be employed by the architect who shall be compensated by the client.

5.06 The client shall consider the architect's submissions and give decisions so as not to delay the architect's work.

5.07 The drawings, specifications and other documents, as instruments of service, are the property of the architect whether the work for which they are made be executed or not, and shall not be used for other work except by agreement with the architect. Copyright in all drawings, specifications and other documents and in the work executed from them remains the property of the architect.

5.08 All instructions to the builder or to other contractors shall be given by the architect.

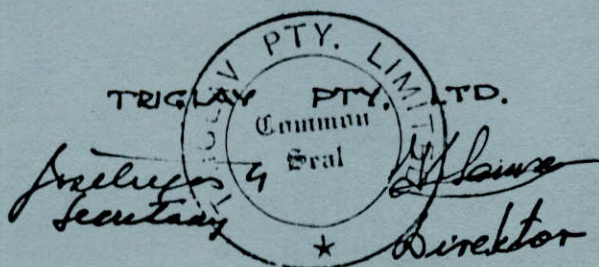
5.09 The engagement entered into between the client and the architect may be terminated by either party on the expiration of reasonable notice.

6. SPECIAL CONDITIONS

THIS IS THE SCALE OF CHARGES AND THE
CONDITIONS OF ENGAGEMENT ANNEXED TO
THE AGREEMENT SIGNED BETWEEN US
THIS TUESDAY THE 24th DAY OF
APRIL 1979.

CLIENTS :

TRIGLAV PTY. LTD.



AND

TRIGLAV CLUB LIMITED

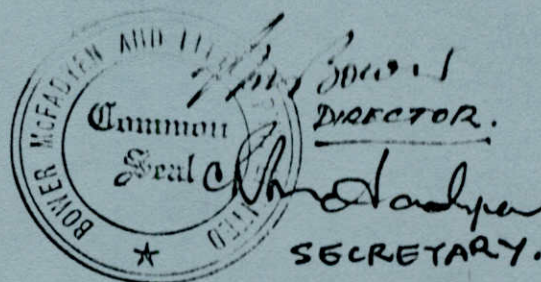
TREASURER.



Peter Krup
president

ARCHITECTS :

BOWER MCFADYEN AND LITTLE PTY. LIMITED





Royal Australian Institute of Architects

Scale of Charges

Authorised by the Council of the RAI A to operate from 1st July, 1972,
with amendments authorised to operate from 1st July, 1974 and 1st January, 1978.

| | |
|----------------------------|--|
| Charges | 1. GENERAL |
| | 1.01 This scale of charges relates to the service described in the RAI A form of agreement between client and architect. Members of the Royal Australian Institute of Architects have a duty to observe and uphold the scale of charges, which is based on minimum rates at which it is considered architectural service can properly be given. |
| Increased service | 1.02 Where service in excess of the usual service is required, higher charges than those indicated in this scale should be made. |
| Engagement | 1.03 Upon engagement the architect should notify the client of his charges and obtain the client's agreement thereto. |
| | 2. PERCENTAGE FEE |
| Basic fee | 2.01 The minimum basic fee for usual complete architectural service as described in clause 1.03 of the Conditions of Engagement is 6% of the cost of the works <u>plus all fees payable by the architect to specialist consultants as agreed with the client.</u> The foregoing is qualified by section 3 of this scale. |
| Combined fee | 2.02 The architect may agree with the client upon a percentage fee sufficient to cover his own fee and the cost of all specialist consultants' fees payable by him provided that his own basic fee is not thereby reduced. |
| Separate consultants' fees | 2.03 Alternatively the client may elect to pay fees directly to the specialist consultants. |
| Cost of the works | 2.04 The cost of the works shall be as defined in section 3 of the Conditions of Engagement. |
| Co-ordination fee | 2.05 Where, as provided for under section 3 of the Conditions of Engagement, a co-ordination fee is paid in respect to the engagement of a quantity surveyor for the preparation of a bill of quantities, the co-ordination fee should be equivalent to not less than 0.075% of the cost of the measured works. |
| | 3. BASIC FEE VARIANTS |
| | The minimum basic fee referred to in clause 2.01 which is applicable to usual complete architectural service is subject to variation as follows: |
| Small works | 3.01 For small works the fee should be increased as appropriate. |
| Nature of project | 3.02 Where a project involves special or prolonged study or calculation, or requires the application of special skills and experience, the fee should be increased as appropriate. Where in the opinion of the architect his work is increased or reduced as a result of the nature of the project, the fee may be adjusted as appropriate. |
| Alterations and additions | 3.03 For alterations and additions to existing buildings or other works the fee should be increased according to the complexity of the work involved. |
| | 4. FIXED FEE |
| Fixed fee | 4.01 The architect may agree with the client to charge a fixed fee for his professional service provided that this sum is not less than he would receive if his fee were calculated on a percentage basis applied to an agreed predicted end cost. If the scope of the works with the client's authority exceeds that covered by the predicted end cost upon which the fixed fee was based the architect's fee should be increased in proportion. It may be agreed with the client that should the end cost of the works be less than the predicted end cost an additional fee will be paid. Such additional fee may be computed as a percentage of the cost saving or on some other basis as may be agreed. |

5. TIME CHARGE FEE

The architect may agree with the client to charge for his professional service on the basis of an hourly rate for the time occupied.

- 5.01 Technical staff services should be charged for on the time occupied calculated on the basis of actual salary paid plus not less than 110% to cover overhead and profit. For this purpose the actual salary paid per hour shall be computed at the annual salary rate (including holiday pay loading and any similar items which may from time to time become regularly payable in addition to the nominated salary) divided by the current number of working hours per year. Unless otherwise agreed the cost of time of clerical staff should not be charged.

Reimbursements and approved expenses should be charged as additional to the time charge fee.

- 5.02 The charge for principal's time, including overhead and profit, should not be less than \$33.00 per hour, varying subsequent to 30th June, 1977, in proportion to variations in the salary of a Grade 5 architect employed in the Australian Public Service as an indication of the general movement of remuneration in the profession. A rate higher than the minimum should be charged where appropriate on account of the nature of the work and the qualifications and specialised experience applicable.

- 5.03 For services in connection with litigation such as, but not limited to, settling proofs, attending at conferences, attending at the place of the hearing, the charge should be based upon the time occupied and should be not less than \$40 per hour with a minimum charge of \$120, the rate being subject to variation in accordance with clause 5.02.

- 5.04 For architects acting as Arbitrators the fee shall be a matter for arrangement between the architect and the parties concerned.

6. FEE INCREASES

The architect's basic fee will normally be increased in the following circumstances:

- 6.01 If the architect's work is increased as a result of changed or additional instructions by the client, the additional time occupied should be charged for in accordance with section 5 of this scale.
- 6.02 If the architect's service is protracted due to causes beyond his control, such as breach of contract, bankruptcy of the builder, strikes, etc., the additional time occupied should be charged for in accordance with section 5 of this scale.
- 6.03 If the client requires the service of two or more architects in association, an additional fee should be charged as may be agreed.
- 6.04 If, by agreement with the client, the architect is required to administer special contract conditions or a contract other than the standard lump sum contract issued under the auspices of the RAIA, and, as a result of this, additional cost is incurred by the architect, an additional charge should be made.

7. REIMBURSEMENTS AND APPROVED EXPENSES

- 7.01 Reimbursements and approved expenses as set out in section 4 of the Conditions of Engagement should be charged on the basis of the cost involved.

8. PAYMENTS TO THE ARCHITECT

- 8.01 The time and manner of the payment of fees and reimbursements to the architect by the client are described in sections 3 and 4 of the Conditions of Engagement.

THIS IS THE SCALE OF CHARGES AND THE CONDITIONS OF ENGAGEMENT ANNEXED TO THE AGREEMENT SIGNED BETWEEN US THIS TUESDAY THE 24th DAY OF APRIL 1979.

TRIGLAV CLUB LIMITED

TRIGLAV CLUB LIMITED

CLIENT



DIRECTOR.

SECRETARY.

APPENDIX

GUIDANCE ON FEE VARIANTS

1. INTRODUCTION

The following recommendations have been adopted by the RAIA Council for the guidance of members on the application of the fee variants provided for in Section 3 of the RAIA Scale of Charges.

The figures should be revised as necessary in the light of changing building costs. It is recommended that the basis for this be the Building Cost Index as published in the "Building Economist", taking January 1978 as the base date.

It is emphasised that these recommendations are of an advisory nature only and must be applied with due regard to all the circumstances. It is the intention of the Council to keep them under review and make revisions from time to time as may seem desirable in the light of experience.

2. SCALE OF CHARGES

The Scale states, in clause 2.01 —

The minimum basic fee for usual complete architectural service as described in clause 1.03 of the Conditions of Engagement is 6% of the cost of the works plus all fees payable by the architect to specialist consultants as agreed with the client. The foregoing is qualified by section 3 of this scale.

Section 3 provides for the following variants to this basic fee —

For small works the fee should be increased as appropriate.

Where a project involves special or prolonged study or calculation, or requires the application of special skills and experience, the fee should be increased as appropriate. Where in the opinion of the architect his work is increased or reduced as a result of the nature of the project, the fee may be adjusted as appropriate.

For alterations and additions to existing buildings or other works the fee should be increased according to the complexity of the work involved.

The wide range of circumstances which may occur make it impracticable to lay down a specific fee basis for every situation. However, the following notes have been prepared for the assistance of architects in determining the fee appropriate to a particular project. It is stressed that they are a guide only and the architect has an obligation both to himself and to his client to make his own assessment of the fee appropriate to the particular circumstances.

3. SMALL WORKS (Ref. Scale of Charges Clause 3.01).

For the purpose of this clause, "Small Works" should be regarded as those costing less than \$200,000.

For such works the minimum basic fee should be increased in accordance with the solid line on the graph on page 2, subject to further adjustment for the nature of the project (see below).

4. NATURE OF PROJECT (Ref. Scale of Charges Clause 3.02).

In terms of the Scale and for the purpose of establishing the variant under this clause, projects are classified as follows:

Classification I — Projects of conventional character.

Classification II — Projects involving special or prolonged study or calculation, or requiring the application of special skills and experience or where the architect's work is increased as a result of the nature of the project.

Classification III — Projects where the architect's work is reduced as a result of the nature of the project.

The shaded bands on the graph on page 2 show the ranges of percentage rates which are considered to be appropriate for projects of the various classifications, including allowance for "small works" under 3. above.

For some building types typically coming within each classification see Examples on page 2.

Large Projects — Where the size of the job is such as to introduce a degree of repetition in excess of that normal to its type classification, some reduction in fee percentage may be appropriate.

This is normally applicable only to buildings in classification I, where the cost exceeds \$16,000,000 — the percentage decreasing progressively to reach the rate applicable to classification III when the cost exceeds \$40,000,000.

Associated Works — It is emphasised that application of the rates suggested for particular building classifications presupposes adoption of appropriate rates for associated works. For example, for a building in classification III or a large project in classification I, application of rates below the minimum basic rate referred to in clause 2.01 of the Scale assumes that an appropriate higher rate would be applied to such works as partitions, specially designed furniture, etc. which might form part of the overall project.

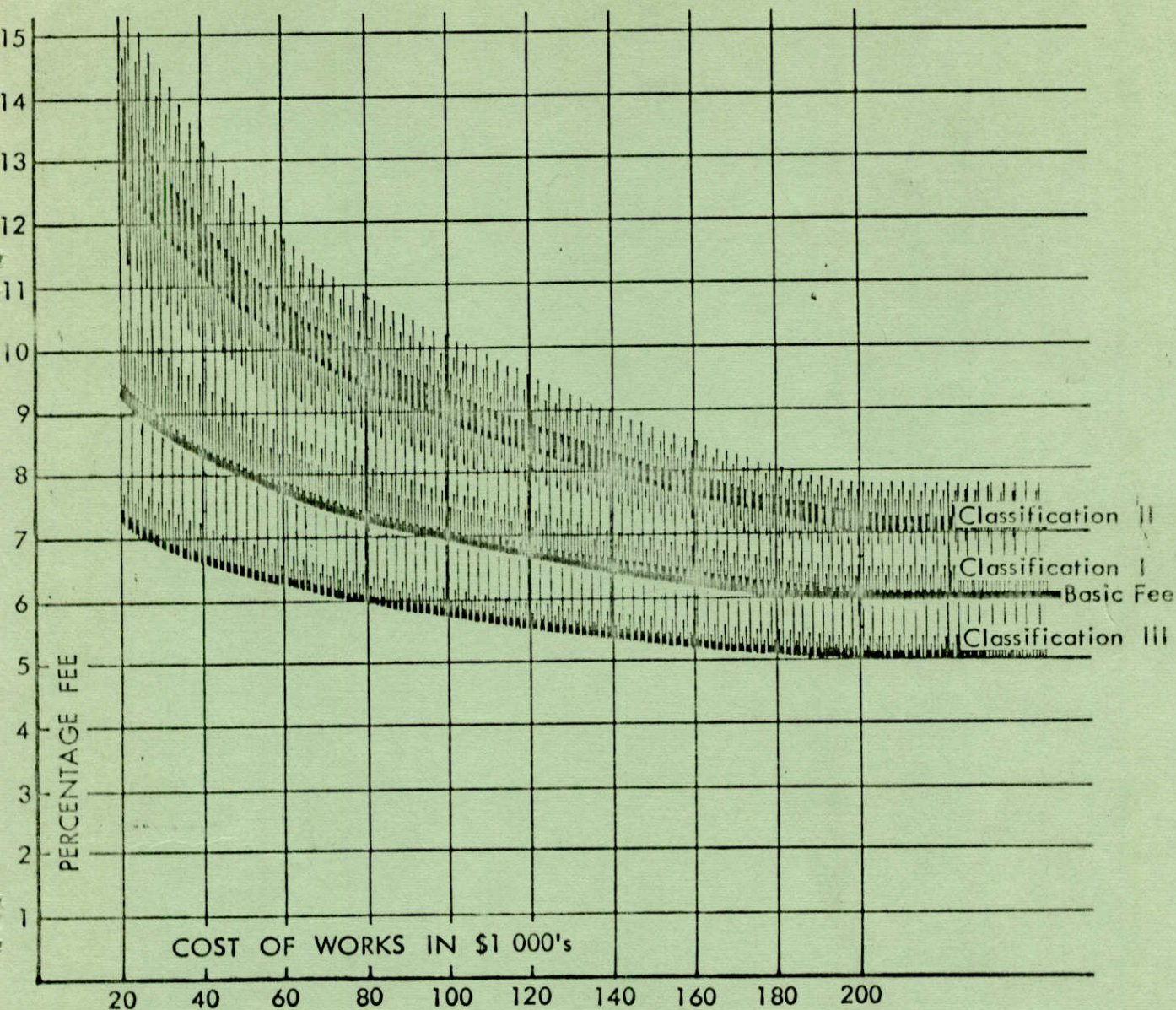
Projects including buildings of more than one Classification — Where a project includes buildings of more than one classification, the fee should be assessed having due regard to the proportion of the total represented by each classification.

5. ALTERATIONS AND ADDITIONS (Ref. Scale of Charges clause 3.03)

The basic fee to which the increase is applied should be that for the classification and size as defined for new work.

6. FIXED FEE (Ref. Scale of Charges clause 4.01)

Although the notes and graph express the architect's fee as a percentage of the building cost, this is not intended in any way to discourage the architect from agreeing a fixed fee with his client — the notes and graph would simply be used as a guide in determining this.



EXAMPLES OF BUILDING TYPES TYPICALLY COMING WITHIN THE CLASSIFICATIONS SHOWN ABOVE

These classifications are to be regarded as a general guide only. In some cases the nature of a particular building may make it reasonable to regard it as being within the scope of another classification or as falling between two classifications.

| Classification I | | Classification II | Classification III |
|---------------------|----------------------------|--------------------|--------------------|
| Ambulance Station | Indoor Recreation Building | Art Gallery | Hangar |
| Apartment House | Library | Broadcast Studio | Shed or shelter |
| Bank | Motel | Church | Storage (general) |
| Club | Municipal Centre | Court House | Warehouse |
| Classroom Building | Office Building | Hospital | |
| Cafeteria | Parking Station | House (individual) | |
| Department Store | Police Station | Kitchen | |
| Exhibition Building | Post Office | Laboratory | |
| Factory | Service Station | Medical Centre | |
| Flats | Shopping Centre | Museum | |
| Fire Station | Shop | Theatre | |
| Funeral Parlour | Sports pavilion | | |
| Gaol | Stadium | | |
| Gymnasium | Storage (special) | | |
| Hall | Swimming Pool | | |
| Hostel | Transport Terminal | | |
| Hotel | | | |



TRANSFER

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

OFFICE USE ONLY

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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)

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| TRIGLAV PTY. LIMITED | OFFICE USE ONLY N |
|----------------------|----------------------|

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 |
| as joint tenants/tenants in common | |

TENANCY
Note (d)

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
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Directors.

Secretary.



TO BE COMPLETED
BY LODGING PARTY
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and (h)

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| | | Registrar General | |

Triglav Community Centre

RULES

1. Name and Address
The name of the organisation shall be: TRIGLAV COMMUNITY CENTRE (hereinafter called "Association"). The address shall be determined by the Executive Committee.
2. Objects
To assist materially and morally needy Australian Slovenians in necessitous circumstances (illness, old-age, and other misfortunes).
3. Area of Activities
The Sydney Metropolitan area and other parts of Australia where no Slovenian charitable organisation exists.
4. To Achieve these Objects
the Association shall in the area:
 - (a) Register all needy Slovenians (~~Sick~~, aged, orphans, prison inmates),
 - (b) visit those persons stated in paragraph (a) in their

homes, hospitals, prisons etc., assist them with funds, food, advise them and give other assistance as the case may be,

- (c) in case of necessity the Association shall authorise persons to act on their behalf in other parts of Australia,
- (d) arrange to hold lectures on the subjects of Charities, Hygiene, Cultural and Social Welfare,
- (e) to affiliate with other similar Australian Charity Organisations.

5. Membership

Comprises: A. Regular Members
B. Honorary Members.

A roll of members, showing their name and address and dates of acceptance shall be kept.

- (a) All Slovenians over 16 years of age and their family relatives of any national origin shall be eligible for membership after having been accepted by the Executive and have paid their membership fees.
- (b) An honorary member shall be a person who has given outstanding service to the Association. He shall be recommended by the Executive and shall be approved and elected by the general meeting.
- (c) All members who have failed to pay their membership dues before the general meeting shall cease to be members.

6. Registration

The Association shall be duly registered, complying with existing regulations, under the Charitable Collections Act, and shall be entitled to acquire and purchase property.

7. Financial Year

Shall commence on July 1st and end on June 30th.

8. General Meeting

The general meeting shall govern and determine the activities and affairs of the Association namely:-

- (a) Amendment of the Rules of the Association. Alterations or additions to the Rules if deemed necessary.
- (b) Elect an Executive and Control Committee.
- (c) Adoption of the Annual Report, inspection of Balance Sheet and Report given by the Control Committee.
- (d) To determine membership fees.
- (e) To determine all questions relating to activities and business of the Association.
- (f) To determine the dissolution of the Association.

9. General Meeting and Special Meetings

- (a) Are called by the Executive. Notices stating address, time and Agenda shall be sent out to members not less than 14 days prior to the meeting, or if necessary, shall be published in Triglav Pty. Limited press.
- (b) Annual General meetings are called by the Executive at which a report of all work accomplished by the Association and financial report is presented.
- (c) Special meetings are called by the Executive in an emergency immediately at the request of the Control Committee and/or by 1/3 of its financial members. Notices shall be issued showing matters to be discussed, not less than two weeks after receiving the request. In the event of the Executive being unable to comply, the special meeting shall be called by the Control Committee.
- (d) The general meeting is considered valid if attended by not less than 1/2 of its financial members. If at the prescribed time this number have not attended after half an hour, another general meeting with the same agenda is held and considered valid if attended by three members.

- (e) The general meeting is opened by the President of the Association, or any other member of the Executive, whom he or she may authorise. A Chairman is elected to preside who calls for a secretary to write minutes of meeting in a Minute Book kept for that purpose.
- (f) All decisions are carried out by majority votes of members present. The voting is public but if 1/5th of members demand voting by secret ballot, the voting shall be by secret ballot.
- (g) Alterations to Rules and dissolution of Association must be determined by 2/3rds majority.
- (h) Attendance at general meetings may be in person or represented by proxy.

10. The Executive

The Executive is responsible for the Association and:

- (a) Carries out all decisions of general meetings.
- (b) Organises all charitable work as shown in paragraph 4 of the Constitution.
- (c) Prepares Annual Report of activities to the general meeting. Presents financial report and Budget estimates for ensuing year.
- (d) Responsible for raising funds.
- (e) Keeps the Association financial accounts according to regulations of the Charitable Collections Act. The accounts shall be presented and passed for payment at a Committee Meeting and such approvals shall be recorded in the minute book.
- (f) Represents the Association at the Slovenian Community, Australian Government Departments and other organisations.
- (g) Abides by all the Rules.

11. Election of Executive
The Executive is elected at the general meeting by a secret ballot for duration of 2 years. It comprises of 7 members consisting of: President, Vice-President, Secretary, Treasurer, Social Worker, Property Manager, Public Relations Officer. The Executive functions in an honorary capacity and does not receive any retainer for duties performed.
12. Executive Vacancies
Any vacancy in the Executive shall be filled by decision of the Executive with any of the financial members of the Association.
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The general meeting shall elect 3 persons as Control Committee for 2 years. The Control Committee shall examine all accounts, vouchers, receipts, books etc. and draw up a report for the Executive. The control Committee presents the Annual Report to the Annual General Meeting.

An Auditor-registered Public Accountant shall likewise examine all accounts, books etc. and present his report.
15. Funds
The Association shall build up its funds from:
- (a) Membership fees
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 - (d) Various social functions
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After the general meeting has confirmed all balance sheets, and all other functions of the Association, these reports shall be published in the Triglav Pty. Limited's Press.

16. Trustees

Triglav Pty. Limited of 101 O'Brien St., Bondi, shall nominate three trustees to manage any property the Association may acquire. The Trustees shall abide by these Rules, by the decision of the general meeting and the Charitable Collections Act.

17. Dissolution

The Association shall be dissolved in the event of the membership being less than 7 persons or upon the vote of $\frac{3}{4}$ majority of the members present at a Special Meeting called to consider such question. Upon dissolution assets and funds on hand shall after payment of all expenses and liabilities be handed over to such registered charity or charities, as meet the requirements of Section 78(1)(a) of the Income Tax Social Services Contribution Assessment Act, as a majority of the members present at a general meeting may decide.

These Rules have been registered under the provision of the Charitable Collections Act, 1934-41.

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These Rules have been registered under the provision of the Charitable Collections Act, 1934-41.



TRANSFER

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

OFFICE USE ONLY

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| T | 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 |
|----------------------|----------------------|

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 |
|----------------------|-----------------|

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 pres-
ence 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)

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| | | In R.G.O. with | |
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| Delivery Box Number | | | |
| Extra Fee | Checked by | REGISTERED | - -19 |
| | | Registrar General | |

IN THE DISTRICT COURT
OF NEW SOUTH WALES
AT SYDNEY

19242

No. of 1981

JOAN O'BRIEN

Plaintiff

-v-

TRIGLAV PTY LIMITED

v. First Defendant

KARLO SAMSA

Second Defendant

EMIL KUKOVEC

Third Defendant

STANISLAV PETKOVSEK Fourth Defendant

STATEMENT OF LIQUIDATED CLAIM,
AFFIDAVIT OF SERVICE
AFFIDAVIT OF DEBT,
DEFAULT JUDGMENT

Filed by: P.W. TURK & ASSOCIATES

of: 4 BLIGH STREET
SYDNEY 2000.

D.X. 648
Ref:1:jr:15104
Telephone: 232 6400

AFFIDAVIT OF SERVICE,

On _____, 19____, I,
of _____,
say on oath—

1. I did, on _____, 19____, duly serve the defendant
_____ with this Statement of Liquidated Claim by
delivering a true copy thereof to
_____ at

2. I am over the age of sixteen years.

Sworn at _____
before me: _____

Justice of the Peace.

AFFIDAVIT OF DEBT

On _____, 19____, I,
of _____,
say on oath—

1. I am the _____ plaintiff.
2. The defendant is indebted to the plaintiff in respect of the cause of action for which this action was commenced in the amount of \$ _____
3. Since the commencement of this action, payments have been made or credits accrued in reduction of the amount of the plaintiff's claim to a total value of \$ _____

Sworn at _____
before me: _____

Justice of the Peace.

DEFAULT JUDGMENT

It is this day _____, 19____, adjudged that the plaintiff recover against the defendant \$ _____ on his
claim and \$ _____ for costs and that the defendant pay \$ _____ to the registrar forthwith.

By the Court/

Registrar.

The plaintiff pleads his cause of action as follows:

1. The first defendant is a company duly incorporated.
2. The plaintiff claims from the first defendant the amount due pursuant to a memorandum of mortgage entered between the plaintiff and the first defendant dated 12th November, 1980.
3. The plaintiff claims from the second third and fourth defendants the amount due by the first defendant to the plaintiff pursuant to a memorandum of mortgage dated 12th November, 1980 by virtue of a deed of guarantee dated 12th November, 1980 whereby the second third and fourth defendants guaranteed the obligations of the first defendant under the said mortgage.

STATEMENT OF LIQUIDATED CLAIM

IN THE DISTRICT COURT
OF NEW SOUTH WALES
AT SYDNEY

No. 22 of 1987
19242

BETWEEN

JOAN O'BRIEN of 44 Jennings Street, Matraville
in the State of New South Wales.

Plaintiff

AND

Plaintiff

TRIGLAV PTY LIMITED a company duly incorporated and
having its registered office at AND 403 Guildford Road,
Guildford in the State of New South Wales.

First Defendant

KARLO SAMSA of 40 Allison Avenue, Condell Park.

Second Defendant

EMIL KUKOVEC of 34 Brown Street, Smithfield.

Third Defendant

STANISLAV PETKOVSEK of 4/36 Junction Rd, Summer Hill. Fourth

Defendant

Issued 29th July, 1987.

The plaintiff claims \$9,471.33 in respect of the cause of action pleaded overleaf.
(plus interest accruing at the rate of \$4.31 per day from 30/7/81.)

Peter William Turk
P.W. Turk & Associates
4 Bligh Street
SYDNEY

Plaintiff's Solicitor

which is the plaintiff's address for service.

To the defendant:

1. You are liable to suffer judgment unless notice of the grounds of your defence, prepared in accordance with the rules and verified by your affidavit, is received in the registry at

225 Macquarie Street, Sydney

within 28 days after service of this Statement of Claim upon you. If you file such a notice the action will be heard (if either party requires a hearing) at the first place mentioned in the heading of this document. If that place is inconvenient to you, you may have a right under section 55 of the District Court Act, 1973, to have the action transferred to a more convenient place.

2. You may at any time before judgment pay the amount claimed into the registry, whereupon further proceedings against you in the action will be stayed, but you will remain liable for the costs incurred by the plaintiff before the payment. The plaintiff's costs incurred up to the time of service of this Statement of Claim are:

| | \$ | c |
|-------------------|-----|------|
| Court fees | 23 | : 00 |
| Solicitor's costs | 104 | : 00 |
| Service fees | | : |
| Total | 127 | : 00 |

together with any further fees properly paid or payable for service.

N.B. PAYMENT WILL ONLY BE ACCEPTED IN THE REGISTRY IF MADE BY CASH, MONEY ORDER, BANK CHEQUE OR SOLICITOR'S CHEQUE.

3. You may at any time before judgment confess the plaintiff's claim or part thereof, and you may apply for an order for leave to pay the amount due by instalments. (Forms for these purposes are obtainable at the registry.) You and the plaintiff may sign and file an agreement as to the amount due and terms of payment. Any order made, or agreement filed, as to instalments will be binding on the plaintiff so long as the instalments are paid when due.

On ordinary business days, whether the Court is sitting or not, the registries at Sydney are open for business from 9.15 a.m. until 3.45 p.m., and the registries at other places are open for business from 9.30 a.m. until 1.00 p.m., and from 2.00 p.m. until 4.00 p.m.