

COMPANIES (VICTORIA) CODE

MEMORANDUM AND ARTICLES OF ASSOCIATION OF
AUSTRALIAN LACE GUILD

CORRS PAVEY WHITING & BYRNE

SOLICITORS

350 WILLIAM STREET
MELBOURNE 3000, AUSTRALIA

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XXXXXXXXXXXXXXXXXX
3000 COXIN STREET
XXXXXXXXXXXXXXXXXX

TELEPHONE: 320 5555

OUR REF: TDB

The Commissioner for Corporate Affairs for the State of Victoria (hereinafter referred to as "the Commissioner") Delegate of the National Companies and Securities Commission, pursuant to Sub-section 66(1) of the Companies (Victoria) Code HEREBY AUTHORIZES THAT - AUSTRALIAN LACE GUILD (hereinafter referred to as "the Company") be registered as a company with limited liability without the addition of the word "Limited" to its name.

This Licence is granted upon condition:

1. That no amendment of the Memorandum of Association or of the Articles of Association of the Company shall be made unless the amendment shall, prior to the passing of any resolution to effect such amendment, have been submitted to and approved by the Commissioner.
2. That the terms of the Memorandum and Articles of Association of the Company submitted to and registered by the Commissioner, as amended from time to time in accordance with the foregoing condition, are strictly followed.
3. That the Company or any member thereof or any person on its behalf shall not make or publish or cause to be made or published any statement asserting or implying that in granting this Licence, the Commissioner is in sympathy with the aims and objects of the Company or that the Commissioner approves the manner in which it conducts its affairs or that the Commissioner or the State of Victoria guarantees the performance by the Company of its contractual or other obligations.

DATED AT MELBOURNE this 14th day of August, 1985.


ANTHONY DE MARCO

Assistant Commissioner for Corporate Affairs, authorised by the Commissioner for Corporate Affairs for the State of Victoria, Delegate of the National Companies and Securities Commission.

COMPANIES (VICTORIA) CODE

MEMORANDUM OF ASSOCIATION

of

AUSTRALIAN LACE GUILD

1. The name of the Company is AUSTRALIAN LACE GUILD (hereinafter called "the Company").
2. The objects for which the Company is established are:
 - (a) For public educational purposes to promote and encourage the co-operation and interchange of ideas amongst those engaged or interested in lace and lace making and without limiting the generality of the foregoing:
 - (i) by maintaining a high standard of design and technique in lace making;
 - (ii) by establishing a centre which may be used as a bureau of information regarding lace making;
 - (iii) by promoting the training of teachers of the craft and skills of lace making;
 - (iv) by establishing and conducting classes, schools, lectures, exhibitions, courses, seminars and other forms of education;
 - (v) by conferring fellowships, diplomas, certificates and other awards;
 - (vi) by awarding scholarships, bursaries and other financial assistance;

- (b) To take over the funds and other assets and liabilities of the present unincorporated Association known as the Australian Lace Guild;
- (c) Solely for the purposes of carrying out the aforesaid objects and not otherwise the Company has the power:
 - (i) to hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith provided that no member of the Company shall receive any prize, award or distinction of monetary value except as a successful competitor at any competition held or promoted by the Company;
 - (ii) to subscribe to, become a member and co-operate with or amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Company provided that the Company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of Clause 3 of this Memorandum;
 - (iii) to purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easement or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company provided that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts;

- (iv) to enter into any arrangements with any Government or authority, supreme municipal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain; and to carry out exercise and comply with any such arrangements, rights, privileges and concessions;
- (v) to appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Company;
- (vi) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Company or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object;
- (vii) to construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- (viii) to invest and deal with money of the Company not immediately required in such manner as the Committee thinks fit;

- (ix) to borrow or raise or secure the payment of money in such manner as the Company may think fit and secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise charges upon all or any of the Company's property (both present and future), and to purchase, redeem or pay off such securities;
- (x) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (xi) to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company;
- (xii) to take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchases and others;
- (xiii) to take any gift of property whether subject to special trust or not for any one or more of the objects of the Company but subject always to the proviso in paragraph (iv) of this clause 2;
- (xiv) to take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, annual subscriptions or otherwise;
- (xv) to print and publish any newspapers, periodicals, books

or leaflets that the Company may think desirable for the promotion of its objects;

- (xvi) to purchase or otherwise acquire and undertake all or any part of the property assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (xvii) to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (xviii) to make donations for patriotic or charitable purposes;

PROVIDED THAT the Company shall not support with its funds any activity or endeavour to impose on or procure to be observed by its members or others any regulations or restrictions which if an object of the Company would make it a trade union within the meaning of the Trade Unions Act.

- (d) The power set forth in sub-section 67(1) of the Companies (Victoria) Code shall not apply to the Company except insofar as they are included in this Clause 2.

- 3. The income and property of the Company whencesoever derived, shall be applied solely towards the promotion of the objects of the Company 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, to the members of the Company.

Provided that nothing herein contained shall prevent the payment in good faith or remuneration to any officers or servants of the Company or to any member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary

and usual way of business nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purpose of this paragraph by the Articles of Association on money borrowed from any members of the Company or reasonable and proper rent for premises demised or let by any member to the Company but so that no member of the Committee or Governing Body of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any member of such Committee or Governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company.

4. No addition, alteration or amendment shall be made to or in the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the National Companies and Securities Commission (hereinafter called "the Commission").
5. The third, fourth and ninth paragraphs of this Memorandum of Association contain conditions upon which a licence is granted by the Commission of the Company in pursuance of the provisions of section 66 of the Companies (Victoria) Code. For the purpose of preventing any evasion of the provision of the said paragraphs the Commission may from time to time on the application of any member of the Company and on giving notice to the Company of its intention so to do and after affording the Company an opportunity of being heard in opposition thereto, within such time as may be specified in such notice, impose further conditions which shall be duly observed by the Company.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the property of the Company in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a member) and of the costs, charges and expenses of the

contributories among themselves, such amount as may be required, not exceeding one hundred dollars (\$100.00).

8. If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and whose Memorandum of Association or constitution shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 3 hereof, such institution or institutions to be determined by the members of the Company at or before the time of the dissolution and in default thereof by application to the Supreme Court for determination.
9. True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt and expenditure takes place, and of the property, assets and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Articles of Association for the time being in force shall be open to the inspection of the members. Once at least every year, the accounts of the Company shall be examined by one or more properly qualified Auditor or Auditors who shall report to the members in accordance with the provisions of the Companies (Victoria) Code.
10. The names, addresses and occupations of the subscribers are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>OCCUPATION</u>
Judith Margaret Markham	107 Holmes Road, Moonee Ponds 3039	Home Duties
Jennifer Norma Adler	6 Kennedy Street, Glen Waverley 3105	Home Duties

Elaine Jessie Bathurst	51 Holloway Road, North Croydon	Bookkeeper
Joan Ellen Brown	"Shalom", 14 Alford Ave, Mooroolbark 3138	Part Time Filing Clerk
Margaret Janis Freeman	11 Glenville Road, Glen Waverley 3150	Credit Officer
Norma Doreen Long	200 Noble Street, Newtown 3220	Home Duties
June Stringer	5 Richards Ave, Glen Iris 3146	Home Duties
Susan Wojcik	29 Carroll Street, Leopold 3224	Medical Student
Hilary Mackay	17 Kelvinside Street, North Balwyn 3104	Student

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.

Signature of subscribers
 Judith Margaret Markham
 Jennifer Norma Adler
 Elaine Jessie Bathurst
 Joan Ellen Brown
 Margaret Janis Freeman
 Norma Doreen Long
 June Stringer
 Susan Wojcik
 Hilary Mackay

Witness to signature and
 address of witness
 Susan Farrent
 1/61 Park Street, Pascoe Vale.

DATED this 12th day of June, 1985.