

**ARTICLES OF ASSOCIATION  
OF  
AUSTRALIAN FOOD AND GROCERY COUNCIL**

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*Originally prepared*

*by*

**BLAKE DAWSON WALDRON**  
Solicitors  
Grosvenor Place  
225 George Street  
SYDNEY NSW 2000

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**CORPORATIONS ACT**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**AUSTRALIAN FOOD AND GROCERY COUNCIL**

(a company limited by guarantee)

**1. PRELIMINARY**

**1.1 Definitions**

In these articles unless the context otherwise requires:

"**Act**" means the *Corporations Act 2001 (Cth)* as it applies to the Company from time to time;

"**Affiliate Member**" means a corporation eligible for Affiliate Membership under article 2.4.3 and who is admitted to Affiliate Membership under article 20;

"**Alternate Director**" means a person appointed as an alternate director under article 11.2;

"**Annual Subscription**" means the amount fixed from time to time by the Committee under article 3.1;

"**Appointor**" means in respect of an Alternate Director, the Director who appoints that Alternate Director under article 11.2;

"**Associate Member**" means a person eligible for Associate Membership under article 2.4.2 and who is admitted to Associate Membership under Article 20.

"**Auditor**" means the auditor of the Company from time to time;

"**Board**" means the Directors acting collectively under these articles;

"**Business Day**" means a day on which banking corporations in the State generally are open for the full range of banking business;

"**Chief Executive Officer**" means a person appointed as a chief executive officer under article 12.1;

"**Prescribed Code of Practice**" means the industry codes of practice that are prescribed by the Board from time to time for application to the Members or a category of Members (such category of Members to be determined by the Board);

"**Common Seal**" means the common seal of the Company;

"**Company**" means the company named above whatever its name may be from time to time;



**"Director"** means a person appointed as a director for the time being of the Company (including, where appropriate, an Alternate Director);

**"First Annual Subscription"** means the amount calculated in accordance with article 3.2;

**"Managing Director"** means a person appointed as a managing director under article 12.1;

**"Member"** means a corporation eligible to be a Member under Article 2.4.1 whose application is accepted by the Board under Article 2.5 and whose name is entered in the Register as a Member of the Company.

**"Member's Liability"** means, in respect of a Member, all money due and payable by the Member to the Company;

**"Memorandum"** means the memorandum of association of the Company;

**"Money Due"** means, where payment in respect of an Annual Subscription is not made on the day specified for its payment under article 3.4, the amount of money payable in respect of that Annual Subscription plus, subject to article 3.8:

- (a) interest on that amount at the Prescribed Rate from that day until payment is made; and
- (b) all costs and expenses incurred by the Company because payment was not made on that day;

**"Objects"** means the objects for which the Company is established as set out in the Memorandum;

**"Official Seal"** means the duplicate common seal referred to in article 16.7;

**"Ordinary Resolution"** means a resolution of a general meeting of Members, other than a Special Resolution, passed in the manner specified in article 6.11;

**"Prescribed Rate"** means in respect of each article in which that term is used 15 per cent per annum or any other rate prescribed by the Board from time to time in respect of that article;

**"Register"** means the register of members kept pursuant to the Act;

**"Remuneration"** means any emolument but does not include any payment by way of compensation for loss of office or in connection with the retirement of a person from office;

**"Secretary"** means a person appointed as a secretary of the Company from time to time (including any person appointed to perform the duties of a secretary temporarily);

**"Special Resolution"** has the meaning given to that term by section 9 of the Act;

**"State"** means New South Wales;

**"Term"** means the period of time between the conclusion of the Annual General Meeting in one calendar year and the conclusion of the Annual General Meeting in the subsequent calendar year. Notwithstanding this definition, the period from the initial appointment of the

original Directors to the first Annual General Meeting of the Company shall be a “Term” for the purposes of these Articles.

**"Transaction"** includes any contract, agreement, arrangement or dealing (whether formal or informal, whether in writing or oral and whether or not enforceable); and

**"Voting Member"** means a Member:

- (a) who is entitled to be present at a general meeting;
- (b) present at the meeting in any of the ways set out in article 6.1; and
- (c) in respect of whom there is at least one item of business to be considered at the meeting on which the Member is not disqualified from voting.

## 1.2 Interpretation

In these articles, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or statutory instrument issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) a word denoting an individual or person includes a natural person, corporation, partnership, joint venture, association, authority, trust, state or government ;
- (d) a reference to a person is also to the legal personal representative of that person;
- (e) a word denoting a reference to any gender includes all genders;
- (f) a reference to an article or a schedule is to an article of or schedule to these articles;
- (g) a schedule is part of these articles;
- (h) a reference to any agreement or document (including these articles) is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (i) an expression defined in, or given a meaning for the purposes of the Act (except where defined, or given a meaning, in these articles) has the same definition or meaning in these articles where it relates to the same matters as the matters for which it is defined or given a meaning in the Act;
- (j) a reference to a matter being written includes that matter being in any mode of representing or reproducing words, figures or symbols in written form;
- (k) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

- (l) a reference to power is also a reference to authority and discretion;
- (m) where an expression is defined anywhere in these articles it has the same meaning throughout; and
- (n) a reference to a particular Part, Division, section, sub-section, paragraph or sub-paragraph is a reference to a Part, Division, section, sub-section, paragraph or sub-paragraph of the Act.

### 1.3 **Headings**

In these articles headings are for convenience of reference only and do not affect interpretation.

### 1.4 **Status**

The Company is a company limited by guarantee and the liability of Members is limited as provided by the Memorandum.

### 1.5 **Restriction on Application of Profits**

All profits (if any) and other income of the Company must be applied in promoting the Objects and no part of them may be paid, directly or indirectly, by way of dividend, bonus or otherwise, to Members.

## 2. **MEMBERSHIP**

### 2.1 **Number**

The number of Members is unlimited.

### 2.2 **Founding Members**

The founding Members of the Company, each of which is a Full Member, are:

Arnott's Biscuits Limited  
11 George Street  
HOMEBUSH 2140

Bonlac Foods Limited  
566 St Kilda Road  
MELBOURNE 3000

Bunge (Aust) Pty Limited  
616 St Kilda Road  
MELBOURNE 3000

Cerebos (Australia) Limited  
92-96 Station Road  
SEVEN HILLS 2147

Coca-Cola Amatil Limited  
71 Macquarie Street  
SYDNEY 2000

CSR Limited  
60 Miller Street  
NORTH SYDNEY 2060

George Weston Foods Limited  
Level 20 Tower A - Zenith Centre  
821 Pacific Highway  
CHATSWOOD 2067

Goodman Fielder Limited  
Unit 5/476 Gardeners Road  
ALEXANDRIA 2015

H J Heinz Co Australia Limited  
Princes Highway  
DANDENONG 3175

Kellogg (Aust) Pty Limited  
41-51 Wentworth Avenue  
PAGEWOOD 2019

Kitchens of Sara Lee (Australia) Pty Limited  
Railway Crescent  
LISAROW 2250

Kraft Foods Limited  
850 Lorimer Street  
PORT MELBOURNE 3001

National Foods Limited  
Level 22  
56 Pitt Street  
SYDNEY 2000

Nestle Australia Limited  
60 Bathurst Street  
SYDNEY 2000

Pacific Dunlop Limited  
19 Camberwell Road  
HAWTHORNE 3122

Unilever Australia Limited  
20-22 Cambridge Street  
EPPING 2121

### 2.3 **Application for Membership and Effect of Application**

- 2.3.1 A person may apply to become a Member by submitting to the Board a properly completed application in the form approved or accepted by the Board. By completing the application form the Member agrees to be bound by:
- (a) the Memorandum and these articles;
  - (b) any applicable Codes of Practice prescribed from time to time by the Board (the application of the prescribed Codes of Practice to Members or a category of Members to be as specified in the relevant Code of Practice); and
  - (c) any rules of conduct, manufacture or processing or any other standard prescribed from time to time by the Board.
- 2.3.2 Each Member must comply with any applicable Code of Practice prescribed from time to time by the Board (the application of the prescribed Codes of Practice to Members or a category of Members to be as specified in the relevant prescribed Code of Practice).
- 2.3.3 A Member may, despite article 2.3.1(b) or article 2.3.2, apply to the Board in writing to request exemption from the application of any prescribed Code of Practice, and the Board may, in its absolute discretion and without giving any reason:
- (a) give the Member an exemption from the application of the prescribed Code of Practice; or
  - (b) reject the application, in which case the prescribed Code of Practice will apply to the Member.

### 2.4 **Membership Eligibility**

- 2.4.1 A corporation shall be eligible to apply for Membership if it is engaged in the manufacture or processing of food or groceries in Australia or of food or groceries sold or distributed in Australia (wherever manufactured or processed) or is the holding company of any such corporations, but a corporation which is solely a food or grocery retailer or solely a primary producer is not eligible for Membership.
- 2.4.2 A person (including the types of persons referred to in article 1.2(c)) shall be eligible to apply for Associate Membership if it (or he or she) is concerned with, involved or interested in, the manufacture or processing of food or groceries in Australia, but only if not a person who is a corporation eligible for Membership under article 2.4.1 .
- 2.4.3 A corporation shall be eligible to apply for Affiliate Membership if, in the opinion of the Board, it is a member based industry association and has a direct interest or interests related to the food and grocery manufacturing industry.

### 2.5 **Board May Require Further Information**

Where the Board receives an application for Membership under article 2.4, the Board may, in its absolute discretion and without giving any reason:

- (a) require the applicant to provide such further information relating to the applicant as the Board determines; and
- (b) accept or reject the application.

## 2.6 **Notification**

The Company must as soon as practicable give to each applicant for Membership a notice which states whether the application was successful or not, as the case may be, and, if successful, specifies:

- (a) the First Annual Subscription; and
- (b) a date (which is at least 10 Business Days after the date of the notice) by which and a place at which payment of the First Annual Subscription must be made.

## 2.7 **Entry on Register**

If the Company receives payment of the First Annual Subscription within the time specified in a notice given under article 2.6, the Company must promptly enter the applicant's name (and other details required by the Act) in the Register.

## 2.8 **Failure to Pay First Annual Subscription**

An application for Membership lapses if the First Annual Subscription specified in a notice given under article 2.6 in respect of that application is not paid in full on or before the day specified for its payment.

## 2.9 **Register of Members**

The Company must keep a Register in accordance with the provisions of the Act.

## 2.10 **Member to Notify Changes**

A Member must promptly notify the Board of any change in the details with respect to that Member recorded in the Register.

## 2.11 **Company Representative**

Each Member must by notice in writing to the Company appoint a person (and may from time to time replace such person) to be its representative and to exercise on its behalf all the rights of Membership. The representative must be either:

- (a) the chief executive officer of the Member;
- (b) the chief executive officer of a corporation engaged in food manufacturing or processing in Australia which is a related corporation of the Member;
- (c) the chief executive officer of a division or business unit engaged in food manufacturing or processing in Australia which is a division or business unit of the Full Member or of one of its related corporations; or

- (d) a person who served as a Director in the immediately previous year, notwithstanding that they no longer are qualified under this Article.

### 3. **FIRST ANNUAL SUBSCRIPTION AND ANNUAL SUBSCRIPTIONS**

#### 3.1 **Annual Subscriptions**

The Board may from time to time fix the amount of the Annual Subscription for each class of Membership.

#### 3.2 **First Annual Subscription**

The First Annual Subscription in relation to a person whose application for Membership is accepted under article 2.5 is the amount calculated in accordance with the following formula:

$$F = \frac{A(12 - N)}{12}$$

Where:

- F** is the amount of the First Annual Subscription;
- A** is the amount of the Annual Subscription most recently fixed by the Board under article 3.1; and
- N** is the number of months (including a part of a month as a whole month) from the due date for payment of the Annual Subscription most recently fixed by the Board under article 3.1 to the date of the notice given by the Board under article 2.6.

#### 3.3 **Payment of Annual Subscription**

Subject to article 3.4, each Member must pay the Annual Subscription at the time and place specified in a notice given by the Company to the Member not later than 10 Business Days before the time specified for payment.

#### 3.4 **Only one Subscription Annually**

No Member is liable to pay:

- (a) more than one Annual Subscription; or
- (b) a First Annual Subscription and an Annual Subscription,

in respect of any one 12 month period.

#### 3.5 **Remedies for Unpaid Annual Subscription**

In addition to all other remedies of the Company, for as long as an Annual Subscription is due and payable by a Member and not paid, that Member has no right to be present at, be counted among the quorum for, or vote, whether in person or by proxy, attorney or representative, at a general meeting of the Company.

### 3.6 **Payment of Money Due**

If an Annual Subscription is not paid on or before the day specified for its payment, the person from whom that Annual Subscription is due must pay the Money Due in respect of that Annual Subscription.

### 3.7 **Waiver of Annual Subscription**

The Board may waive the payment of all or any part of the Money Due.

### 3.8 **Proof of Annual Subscription**

If on the trial or hearing of an action for the recovery of the Money Due for an Annual Subscription it is proved that:

- (a) the books of the Company duly record the resolution of the Board fixing the Annual Subscription;
- (b) the Member sued appears in the Register as a Member in respect of whom the Annual Subscription was fixed; and
- (c) notice of the Annual Subscription was given to that Member in accordance with these articles,

proof of those matters is sufficient and conclusive proof of the debt without it being necessary to prove any other matter (including, without limitation, the appointment of the Directors).

### 3.9 **Prepayment of Annual Subscriptions**

The Board may:

- (a) accept from a Member a sum representing all or a part of any amount unpaid in respect of an Annual Subscription although no part of that amount is then the subject of a notice under article 3.3;
- (b) authorise the payment by the Company of interest on any sum so accepted, until that sum becomes payable, at any rate not exceeding the Prescribed Rate agreed between the Board and the Member; and
- (c) except where otherwise agreed between the Member and the Company, repay the sum or any part of it.

### 3.10 **Notice to Pay Money Due**

If an Annual Subscription is not paid on or before the day specified for its payment, the Board may at any time until the Annual Subscription (including interest and other costs and expenses incurred by the Company by reason of the non-payment) is paid, give the relevant Member a notice which:

- (a) requires the Member to pay the Money Due;



- (b) specifies a date (which is at least 10 Business Days after the date of the notice) by which and a place at which payment of the Money Due must be made; and
- (c) states that if payment is not made on or before the date and at the place specified, the Membership of the Member may be cancelled.

### 3.11 **Cancellation of Membership**

If the requirements of a notice served under article 3.10 are not satisfied, the Membership of the Member in respect of whom the notice was given may, at any time before the payment required by the notice has been made, be cancelled under a resolution of the Board to that effect.

### 3.12 **Notice of Cancellation of Membership**

Where the Membership of a Member is cancelled under article 3.11, the Company must promptly give notice of that fact to the person whose Membership was cancelled, and the Company must promptly enter the cancellation (together with its date) in the Register.

### 3.13 **Effect of Cancellation of Membership**

A person whose Membership is cancelled under article 3.11 ceases to be a Member but remains liable to pay to the Company the Money Due and this liability only ceases when the Company receives payment of all the Money Due.

### 3.14 **Restoration to Membership**

On payment of the Money Due the Board may, but is not obliged to, restore, on any terms and conditions it determines, the Membership of a person whose Membership was cancelled under article 3.11.

### 3.15 **Board May Waive**

The Board may elect not to enforce payment, in whole or in part, of amounts owing to the Company under article 3.13.

## 4. **TERMINATION OF MEMBERSHIP**

### 4.1 **Cessation of Membership**

A person who is a Member ceases to be a Member if that person:

- (a) resigns by notice in writing given to the Company;
- (b) dies;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (d) is, in the opinion of the Board (excluding the vote of that Member's representative, if any), incapable of managing the person's affairs;

- (e) becomes an insolvent under administration;
- (f) being a body corporate:
  - (i) a summons or other process seeking orders which, if granted, would render it an externally-administered body corporate or an insolvent under administration is filed and is not withdrawn within 10 Business Days;
  - (ii) becomes an externally-administered body corporate; or
  - (iii) a controller or a managing controller of the whole or any part of its assets or undertaking is appointed;
- (g) not being a body corporate, is subject under the laws of any applicable jurisdiction to a judicial or administrative regime so that its position is analogous to that of a body corporate which is an externally-administered body corporate;
- (h) cannot be found by the Board upon reasonable enquiry; or
- (i) ceases to be eligible to hold Membership of the class held by that Member.

#### 4.2 **Termination of Membership and Other Sanctions**

Subject to article 4.3, where the Board determines that a Member has:

- (a) wilfully or recklessly breached a provision of the Memorandum or these articles; or
- (b) engaged in conduct which, in the opinion of the Board, is prejudicial to the interests of the Company,

in addition to all other remedies of the Company, a majority of the Directors present and voting at a meeting of the Board may, by resolution censure, fine, suspend or expel that Member.

#### 4.2A **Termination of Membership for Non-Compliance with prescribed Codes of Practice**

4.2.1A Where the Board determines that a Member has failed to comply with a prescribed Code of Practice the Board may issue a notice to that Member requiring it to remedy its non-compliance with the Code of Practice:

- (a) within a specified timeframe; or
- (b) according to any procedures or principles for compliance set out in the Code of Practice,

as determined by the Board.

4.2.2A If the Board determines that the Member has still not complied with a prescribed Code of Practice, despite issuing a notice for the Member to remedy their non-compliance in accordance with article 4.2.1A, in addition to all other remedies of the Company, a majority of the Directors present and voting at a meeting of the Board may, by resolution suspend or expel that Member.

#### 4.3 **Notice to Member**

The Board may pass a resolution under article 4.2 only where:

- (a) it has given to the relevant Member a notice which:
  - (i) states that, and the grounds on which, the Board is considering invoking article 4.2;
  - (ii) states the nature of the resolution which the Board proposes to consider; and
  - (iii) specifies the date, time and place of the Board meeting at which the Board proposes to consider passing a resolution under article 4.2 (which may not be less than five Business Days after the notice is given); and
- (b) the Member has not elected in accordance with article 4.4(b) to have the matter dealt with by the Company in general meeting.

#### 4.4 **Rights of Member**

A Member to whom a notice is given under article 4.3(a) may either:

- (a) make submissions to the Board (either orally or in writing, as the Board in its absolute discretion thinks fit) as to why the Board should not act under article 4.2; or
- (b) by a notice given to the Company at least one Business Day before the time for the holding of the meeting of the Board specified in the notice given under article 4.3(a), elect to have the matter dealt with by the Company in general meeting.

#### 4.5 **Matter Considered by General Meeting**

Where the Board receives a notice from a Member under article 4.4(b), the Board:

- (a) must, within one month after receipt of the notice, convene a general meeting of the Company for the purposes of considering and, if thought fit, dealing with the matter;
- (b) must, if the notice under article 4.4(b) is accompanied by a written statement of not more than 1000 words containing no defamatory material, send a copy of that statement with the notice of the general meeting at which the matter is to be considered; and
- (c) may not pass a resolution under article 4.2 in relation to that Member in respect of that matter.

#### 4.6 **Determination by General Meeting**

If at a general meeting convened at the election of a Member under article 4.4(b), the Company determines by Ordinary Resolution that the Board had grounds under article 4.2 to act against the Member, in addition to all other remedies of the Company, the Company may,

by Ordinary Resolution, determine to censure, fine, suspend or expel that Member, or determine to take no action.

#### 4.7 **Proof of Determination**

A determination by Ordinary Resolution under article 4.6 is final and binding upon the Member the subject of it and if on the trial or hearing of an action in respect of any such determination it is proved that:

- (a) the books of the Company duly record the Ordinary Resolution;
- (b) notice was given to that Member in accordance with these articles; and
- (c) notice of the general meeting was given in accordance with these articles,

proof of those matters is sufficient and conclusive proof of the determination without it being necessary to prove any other matter (including, without limitation, the appointment of the Directors).

#### 4.8 **Notice of Sanction**

Where a resolution is passed under article 4.2 or an Ordinary Resolution is passed under article 4.6, the Board must promptly give to the person the subject of it notice of that fact and of the sanction imposed and where that sanction was expulsion from Membership, the person ceases to be a Member and the Company must promptly enter the expulsion (together with its date) in the Register.

#### 4.9 **Effect of Suspension of Membership**

Where a person is suspended from Membership under article 4.2 or article 4.6, during the period of that suspension that person remains liable to all the obligations of a Member (including, without limitation, those in respect of any Annual Subscription) but is entitled to none of the rights or privileges of a Member and (without limitation) has no right:

- (a) to be present at, be counted among the quorum for or to vote, whether in person or by proxy, attorney or representative, at a general meeting of the Company;
- (b) to any information concerning the management or affairs of the Company; or
- (c) to participate in the business or the management of the Company.

#### 4.10 **Money Owing on Cessation**

Any money owed by a Member to the Company at the time the Member ceases to be a Member:

- (a) remains owing to the Company; and
- (b) becomes payable immediately upon the Member ceasing to be a Member.

## 5. GENERAL MEETINGS

### 5.1 Annual General Meeting

The Company must, in addition to any other general meeting held by it, hold an annual general meeting as required by the Act.

### 5.2 Convening of General Meeting

The Board may convene a general meeting of the Company at any time.

### 5.3 Requisition of General Meeting

A Member may:

- (a) only request the Directors to call a general meeting in accordance with section 249D of the Act; and
- (b) not request or call and arrange to hold a general meeting except under section 249E or 249F of the Act.

### 5.4 Period of Notice

Subject to the provisions of the Act as to Special Resolutions and agreements to short notice of meetings, at least 21 days' notice of a general meeting must be given to the persons entitled to receive that notice.

### 5.5 Notice of Meeting

A notice of a general meeting must specify:

- (a) the place, day and hour of the meeting; and
- (b) the general nature of the business to be transacted, except that the notice of an annual general meeting is not required to state that the business to be transacted includes:
  - (i) the consideration of the accounts and the reports of the Directors and Auditors; or
  - (ii) the appointment of and fixing of the remuneration of the Auditor.

### 5.6 Omission to Give Notice

The accidental omission to give notice of a general meeting to, or the non-receipt of notice of the general meeting by, a person entitled to receive notice does not invalidate any resolution passed at that general meeting.

### 5.7 Cancellation or Postponement of Meeting

Where notice of a general meeting has been given, the Board may by notice given to all persons entitled to be given notice of the general meeting, postpone or cancel the general meeting.

## 5.8 **Adjournment of Meetings**

The chairman of a general meeting at which a quorum is present:

- (a) may with the consent of the meeting by Ordinary Resolution; and
- (b) must, if so directed by the meeting by Ordinary Resolution, adjourn the meeting from time to time and from place to place.

## 5.9 **Business at Adjourned Meeting**

The only business which an adjourned general meeting may deal with is business which was left unfinished from the general meeting which was adjourned.

## 5.10 **Notice of Adjourned Meeting**

No notice need be given of an adjourned general meeting (or of the business to be transacted at it) except if a general meeting is adjourned for more than 15 Business Days, in which case notice of the adjourned meeting must be given as if it were notice of the original meeting.

## 6. **PROCEEDINGS AT GENERAL MEETINGS**

### 6.1 **Representation of Members**

A Member may attend a general meeting at which it is entitled to be present in any of the following ways (if applicable to the Member):

- (a) in person;
- (b) by proxy;
- (c) by attorney; or
- (d) in the case of a Member which is a body corporate, by a representative appointed in respect of the general meeting under section 250D of the Act.

### 6.2 **Quorum**

A general meeting may not deal with any business, subject to article 6.3(b), unless a quorum is present for that time of business. A quorum is that number of Voting Members which is equal to at least 10% of the total number of Members at that time, but in no event fewer than six natural persons each of whom is, or represents under articles 6.1(b), (c) or (d) a different Voting Member.

### 6.3 **Failure of Quorum**

If a quorum is not present within 15 minutes from the time appointed for a general meeting:

- (a) where the meeting was convened upon the requisition of Members under article 5.3 - the meeting is dissolved; or

- (b) in any other case:
  - (i) the meeting stands adjourned to the day, time and place, that the Board may determine and notify to the Members or, if no determination is made, the same day in the next week at the same time and place; and
  - (ii) at the adjourned meeting, if a quorum is not present within 30 minutes from the time notified for the meeting, the size of the quorum is two, and if that number is not present then the meeting is dissolved.

#### 6.4 **Chairman**

If the Board has elected a chairman of its meetings, that person may be the chairman of any general meeting.

#### 6.5 **Chairman Absent**

Where a general meeting is held and:

- (a) a chairman has not been elected by the Board; or
- (b) the chairman elected by the Board is not present within 15 minutes after the time appointed for the holding of the meeting or being present, is unwilling or unable to act,

the Voting Members present must elect one of their number to be chairman of the meeting.

#### 6.6 **Method of Voting**

Every resolution put to a vote at a general meeting (except where there is an election of Directors by ballot) must be determined by a show of hands of the proxies, attorneys or representatives of the Voting Members unless a poll is properly demanded either before or on declaration of the result of the vote on a show of hands.

#### 6.7 **Demand for Poll**

A demand for a poll under article 6.6, may be made by:

- (a) the chairman of the general meeting;
- (b) any two or more natural persons present each of whom is or represents under articles 6.1(b), (c) or (d), a different Voting Member; or
- (c) any number of natural persons present each of whom is or represents under articles 6.1(b), (c) or (d), a different Voting Member where those Voting Members are together entitled to at least five per cent of the total voting rights of all Members having the right to vote at the meeting.

#### 6.8 **No Poll on Election of Chairman**

A demand for a poll may not be made in respect of the election by the general meeting of the chairman of the meeting.

## 6.9 **Votes on Show of Hands**

Where a resolution is determined either by a show of hands or by a ballot:

- (a) a declaration by the chairman of the general meeting that the resolution has been carried, carried unanimously, carried without dissent, carried by a particular majority or lost is conclusive evidence of the fact so declared without proof of the number or proportion of votes cast for or against that resolution; and
- (b) an entry in the book containing the minutes of that general meeting recording that declaration is conclusive evidence of the fact that the declaration was made as so recorded.

## 6.10 **Conduct of Poll**

If a poll is properly demanded for a resolution:

- (a) if the resolution is for the adjournment of the general meeting, the poll must be taken immediately at the place and in the manner that the chairman of the meeting determines and declares to the meeting;
- (b) in all other cases, the poll must be taken at the time and place and in the manner that the chairman of the general meeting determines and declares to the meeting;
- (c) the result of the poll, as disclosed by the chairman of the general meeting at which the result is declared, is a resolution of the general meeting at which the poll is demanded; and
- (d) an entry in the book containing the minutes of the general meeting at which the result is declared recording that declaration is conclusive evidence of the fact that the declaration was made as so recorded.

## 6.11 **Resolutions Determined by Majority**

Whether on a show of hands, on a poll and on a ballot, an Ordinary Resolution is passed if the proportion that the number of votes cast in favour of that resolution bears to the total number of votes cast on the resolution is greater than one-half.

## 6.12 **Casting Vote of Chairman**

If on a resolution proposed as an Ordinary Resolution at a general meeting there is an equality of votes (whether on a show of hands, on a poll or on a ballot), the chairman of the meeting, if a Member, may exercise a casting vote in addition to all other votes which he may have (unless the chairman is not entitled for some other reason to cast a vote, in which case the resolution is not passed).



## 7. ENTITLEMENTS TO ATTEND AND VOTE

### 7.1 Entitlement to Notice and to Attend

Subject to these articles (including, without limitation, article 3.5) each Member and each Director is entitled to notice of each general meeting and to be present and to speak at that general meeting.

### 7.2 Entitlement to Vote

Subject to these articles (including, without limitation, article 3.5) each natural person present at a general meeting validly appointed on behalf of a Voting Member has (whether on a show of hands, on a poll or on a ballot) one vote. An Associate Member or an Affiliate Member has no right to vote at a general meeting.

### 7.3 Vote of Member of Unsound Mind

If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under a law relating to mental health, that Member's committee or trustee or other person who properly has the management of the Member's estate may, if that person has at least 48 hours before the time notified for a general meeting (or an adjourned meeting) satisfied the Board of his relationship to the Member or the Member's estate, exercise any rights of the Member in relation to a general meeting as if the committee, trustee or other person were the Member.

### 7.4 Appointment of Proxy

A Member may appoint a proxy (who must be the representative of the Member appointed under article 2.11, another Member, or a representative of another Member appointed under article 2.11) to attend, speak and vote at a general meeting in his place only by an instrument of proxy in the form of Schedule 1 (or in a form which is as similar to it as the circumstances permit) or in any other form that the Board may from time to time prescribe or accept which is executed:

- (a) in the case of a Member who is a natural person, under the hand of the Member, or of the attorney appointed in writing by the Member; or
- (b) in the case of a Member which is a body corporate, either under its common seal or under the hand of an attorney appointed in writing by the Member.

### 7.5 Proxy Must Vote as Directed

Where a Voting Member in a valid instrument of proxy directs the appointee to vote in a specified way in respect of a particular item of business (in respect of which that Member is not disqualified from voting) at the relevant general meeting the appointee must cast a vote on that item of business in accordance with that direction.

### 7.6 Corporate Representatives

Where a body corporate authorises a person to act as its representative in respect of the Company under section 250D of the Act, that appointment is only effective when the Company receives:

- (a) written notice from the appointor body corporate of that appointment; or
- (b) other evidence satisfactory to the Board.

#### 7.7 **Deposit of Instruments**

Any appointment of a proxy, attorney or representative is effective in respect of a particular general meeting if, and only if, the following instruments are actually received (which includes receipt of a copy of those instruments by legible facsimile transmission) by the Company at its registered office (or another place notified by the Board) at least 48 hours (or any shorter time that the Board determines) before the time notified for that meeting:

- (a) in the case of a proxy, the instrument of proxy and, if it is executed by an attorney, the relevant power of attorney or an office copy or notarially certified copy of the power of attorney;
- (b) in the case of an attorney, the power of attorney or an office copy or notarially certified copy of the power of attorney; and
- (c) in the case of a representative, written notice from the appointor body corporate of that appointment, or other evidence satisfactory to the Board.

#### 7.8 **Multiple Appointments**

Where the Company has received an instrument of proxy from a Member the appointment made by that instrument is and remains valid and effective, except that where the Company subsequently receives:

- (a) a power of attorney or office copy or notarially certified copy of a power of attorney entitling the attorney to attend and vote at the meeting, the appointment is revoked;
- (b) intimation in writing either of the revocation of the appointment under the instrument of proxy or of the death of the Member, the appointment is revoked; and
- (c) another instrument of proxy from the Member, the instrument of proxy bearing the later date (or if the instruments bear the same date, the instrument later received by the Company) is an intimation in writing of the revocation of the appointment under the other instrument.

#### 7.9 **Presence of Member**

If a Member is present at a general meeting in either of the ways specified in articles 6.1(a) or 6.1(d), and a person appointed by the Member as a proxy or attorney is also present at that meeting, that person may not exercise the rights conferred by the instrument of proxy or power of attorney while the Member is present.

#### 7.10 **Ruling on Entitlements and Votes**

An objection may be raised with the chairman of a general meeting as to the qualification of a purported voter or the admission or rejection of a vote by any person present and entitled (or claiming to be entitled) to vote but that objection may be made only at the general meeting or

adjourned meeting at which the purported voter wishes to vote or the vote objected to is given or tendered and, in relation to that objection:

- (a) the decision of the chairman is final and conclusive; and
- (b) a vote not disallowed as a result is valid and effective for all purposes.

## 8. **DIRECTORS**

### 8.1 **Number of Directors**

The number of the Directors (excluding Alternate Directors) must be not less than five nor (subject to article 8.4) more than fourteen.

### 8.2 **Election at Subsequent Annual General Meetings**

Subject to article 14.7(c), no person is eligible for election as a Director if that person has served continuously for five Terms as a Director. For the purpose of this article 8.2, a period in which the person has filled a casual vacancy is not counted.

### 8.3 **Qualification of Directors**

A Director must be the representative appointed under article 2.11 of a Member.

### 8.4 **Casual Vacancy**

The Board may at any time (except during the period from the opening to the closing of a general meeting) appoint any person eligible under article 8.3 as a Director to fill a casual vacancy or as an addition to the Board but so that the number of those Directors does not at any time exceed the maximum number set under article 8.1 and any Director so appointed automatically retires at the next general meeting of the Company and is eligible for reappointment by that general meeting (and if not reappointed that retirement takes effect at the conclusion of that general meeting).

### 8.5 **Number of Directors and Additional Directors**

The Company may from time to time by Ordinary Resolution increase or reduce the maximum number of Directors permitted under article 8.1.

### 8.6 **Notice of Nomination**

Except in the case of a Director retiring under article 8.2, a person is eligible to be appointed as a Director by Ordinary Resolution only if the Company receives both:

- (a) a nomination of the person signed by at least two Members; and
- (b) a consent to nomination signed by the person,

at its registered office at least five Business Days before the general meeting at which the election appointment is to take place.

### 8.7 **Procedure for Election of Directors**

Where the number of persons eligible for election or re-election is less than or equal to the number of Directors who retire, all the persons so eligible are automatically appointed as Directors, but in any other case at the annual general meeting a ballot must be conducted in accordance with article 8.8.

### 8.8 **Procedure on Ballot**

The provisions of these articles relating to proceedings, and entitlement to attend and to vote, at general meetings of the Company apply to any ballot conducted under article 8.7, but no vote cast on such a ballot is valid unless:

- (a) the ballot paper bears the name of the Voting Member casting the vote (and, if the Voting Member is present at the general meeting by proxy, representative or attorney, that fact and the name of that proxy, representative or attorney); and
- (b) the total of all votes cast on the ballot is less than or equal to the number of Directors who retire by reason of article 8.2;
- (c) it is represented on the ballot paper by mark of either a tick or a cross; and
- (d) it is in accordance with the additional instructions (if any) contained on the ballot paper.

### 8.9 **Vacation of Office**

The office of a Director automatically becomes vacant if the Director:

- (a) becomes an insolvent under administration;
- (b) is not permitted by the Act (or an order made under the Act) to be a Director;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (d) is removed as a Director under the Act or these articles;
- (e) fails to attend Board meetings in any continuous period of six months without leave of absence from the Board;
- (f) resigns either by reason of these articles or by notice in writing to the Company; or
- (g) ceases to be qualified to be a Director under article 8.3.

### 8.10 **Less than Minimum Number of Directors**

Where the office of a Director becomes vacant, the continuing Directors may continue to act except where the number of Directors falls below the minimum number set by article 8.1, in which case the continuing Directors may act only:

- (a) to appoint Directors up to that minimum number;

- (b) to convene a general meeting; or
- (c) in emergencies.

## 9. PAYMENTS TO DIRECTORS

### 9.1 General Prohibition

No payment will be made to any Director of the Company other than payment:

- (a) made under article 9.2;
- (b) made under article 10.8;
- (c) relating to an indemnity in favour of the Director and permitted by section 199A of the Act and article 19; or
- (d) relating to a contract of insurance permitted by section 199B of the Act.

### 9.2 Reimbursement of Expenses

The Company must pay a Director all reasonable out-of-pocket expenses ("**Expenses**") incurred by the Director in carrying out that Director's duties as a Director, but may not do so:

- (a) unless the Board has fixed the maximum aggregate amount payable to each Director in respect of Expenses ("**Expense Limit**") and the period to which the Expense Limit relates (which it is authorised to fix from time to time, but may not fix retrospectively); and
- (b) in respect of all or any part of a Director's Expenses which exceed the Expense Limit for the period to which they relate.

## 10. DIRECTORS' DUTIES AND INTERESTS

### 10.1 Definition of Extraneous Interest

"**Extraneous Interest**" in relation to a Director means an interest (other than an interest in relation to which the Act provides that a director is not, or is not taken to be, interested including, without limitation, an interest to which sub-section 191(2) of the Act applies) being or arising out of:

- (a) any office, place or profit or employment held by the Director in or in respect of the Company (other than as Auditor) or a related corporation of the Company;
- (b) any office, place of profit, or employment held by the Director in or in respect of, or any membership of or relationship of creditor to, any other corporation or partnership whether or not the Company has any interest in, or dealings or potential dealings with, that other corporation or partnership;
- (c) any Transaction to which the Director is a party or is in any other way, whether as principal, agent or otherwise, interested, and to which the Company is a party or in which the Company is in any other way interested; or

- (d) without limitation, any other interest of the Director or duty of the Director to a third party which interest or duty conflicts or may possibly conflict with the Directors' duties to the Company.

## 10.2 **Scope of Directors' Duties**

A Director may, without breaching his duty to the Company:

- (a) have any Extraneous Interest; and
- (b) hold any office, place of profit or employment, or be a member or creditor of any corporation or partnership, which in any case does or could give rise to an Extraneous Interest in the Director.

## 10.3 **Transactions not Vitiating**

No Transaction in which the Company is interested or to which the Company is a party is vitiating, avoided or voidable merely because a Director has an Extraneous Interest in or in relation to that Transaction.

## 10.4 **No Liability for Extraneous Interest**

No Director nor any other person is, merely by reason of a Director having an Extraneous Interest liable to account for any profit or benefit received by the Director or any other person or to hold any property on any trust for the Company or to compensate the Company for any loss suffered by it.

## 10.5 **Declaration of Interests**

A Director need not declare any interest (including, without limitation, any Extraneous Interest) unless required to do so by the Act.

## 10.6 **Manner of Declarations**

A Director may make a declaration required by the Act either orally or in writing and is treated as having made a declaration where the existence, nature, character and extent of the interest appears on the face of a document tabled before the Board.

## 10.7 **Recording of Declarations**

The terms of each declaration made in accordance with the Act must be recorded in the minutes of the meeting of the Board at which it was made.

## 10.8 **Director May Hold Office of Company**

The Company may appoint a Director alone or by a firm of which the Director is a member, to act in any professional or technical capacity (except as Auditor) and the Director or that firm may be remunerated, as if the Director were not a Director, for any service rendered (other than in the capacity of Director) to the Company in that professional or technical capacity where:

- (a) the provision of the service has the prior approval of the Board; and

- (b) the amount payable for that service:
  - (i) is approved by the Board; and
  - (ii) is not more than an amount which commercially would be reasonable payment for the service.

#### 10.9 **Interested Director May Vote and be Counted in Quorum**

A Director may be counted in a quorum and may vote at Board meetings notwithstanding that he has any Extraneous Interest or any interest required to be declared by the Act or otherwise.

#### 10.10 **Execution of Instruments**

A Director may, notwithstanding any Extraneous Interest or other interest and regardless of whether that Extraneous Interest or other interest has been declared as required by the Act, participate in the execution of any instrument by or on behalf of the Company and whether by signing or by affixing or witnessing the affixing of a seal or otherwise.

### 11. **ALTERNATE DIRECTORS**

#### 11.1 **Power to Appoint Alternate Director**

A Director (but not an Alternate Director) may from time to time in accordance with the procedures set out in article 11.2 appoint any person eligible to be a Director to be the Alternate Director of the Appointor whether for a specified period or until the appointment is revoked.

#### 11.2 **Method of Appointment**

An Alternate Director is appointed as such where:

- (a) the Appointor gives notice in writing (including, without limitation, by facsimile transmission) to the Company in the form of **Schedule 2** or in any other form as the Board may from time to time prescribe or accept; and
- (b) the Board (excluding the Appointor from voting) approves the person specified to be the Alternate Director of the Appointor (which approval may be given or withheld in the Board's absolute discretion).

#### 11.3 **Termination of Appointment**

The Appointor at any time and regardless of whether the appointment is for a specified period may revoke the appointment of a person as his Alternate Director by notice in writing (including, without limitation, by facsimile transmission) to the Company to that effect and the appointment is automatically revoked if the Appointor ceases to be a Director.

#### 11.4 **Entitlements of Alternate Director**

An Alternate Director by reason of being appointed as such:

- (a) is not entitled to receive notice of meetings of the Board unless his Appointor has by notice in writing (including, without limitation, by facsimile transmission) to the Company required it to do so;
- (b) if the Appointor is not present at a meeting of the Board, may attend and vote at that meeting in place of the Appointor;
- (c) if also a Director, may vote both as a Director and as an Alternate Director;
- (d) and when acting as such, is an officer of the Company and not an agent of the Appointor and, in those circumstances, is subject to all the duties and has all the powers and rights of the Appointor as a Director; and
- (e) may not be remunerated except out of the Remuneration which would otherwise be available to be paid to the Appointor and, in respect of that Remuneration, the Alternate Director's only rights (if any) are against the Appointor and not the Company.

## 12. CHIEF EXECUTIVE OFFICER AND OTHER EMPLOYEES

### 12.1 Appointment of Chief Executive Officer and Other Employees

The Board may from time to time appoint a Chief Executive Officer and other employees on any terms and conditions that it determines.

### 12.2 Powers of Chief Executive Officer

The Board may, from time to time and upon any terms and conditions and subject to any restrictions that it considers appropriate:

- (a) confer on the Chief Executive Officer any or all of the powers of the Board (other than any of its powers under articles 9.2 or 10.8), which powers may be conferred so as to be concurrent with, but not to the exclusion of, the powers of the Board; and
- (b) withdraw or alter any of those powers.

The Chief Executive Officer may attend meetings of the Board and the Company but is not entitled to vote.

## 13. POWERS OF THE BOARD

### 13.1 Powers Generally

Except as otherwise required by the Act or any other applicable law or another provision of these articles:

- (a) the Board is to manage the business of the Company; and
- (b) the Board may exercise each and every right, power or capacity of the Company, to the exclusion of the Company in general meeting and the Members.



### 13.1A Prescribed **Codes of Practice**

- 13.1.1A The Board may prescribe Codes of Practice from time to time for application to the Members or a particular category of Members (such category of Members to be determined by the Board), in accordance with Article 2.3.1(a).
- 13.1.2A If the Board prescribes Codes of Practice for application to Members or a category of Members, the Company must give notice to the Members or that category of Members, of the application of the Codes of Practice within 21 days of the Board's approval of the Codes of Practice.
- 13.1.3A The Company must keep a register of the Codes of Practice prescribed by the Board for access by the Members upon request.

### 13.2 **Appointment of Attorney**

The Board may by power of attorney appoint any person to be an attorney of the Company for the purposes, with the powers (being powers of the Board), for the period and subject to the conditions determined by it.

### 13.3 **Contents of Power of Attorney**

A power of attorney under article 13.2 may, without limitation:

- (a) contain any provisions for the protection and convenience of persons dealing with the attorney as the Board determines; and
- (b) authorise the attorney to delegate any or all of the powers vested in the attorney.

## 14. **PROCEEDINGS OF THE BOARD**

### 14.1 **Mode of Meeting**

The Board may meet in person or by telephone or other instantaneous means of conferring for the dispatch of business (or by any combination of those means) which allows each person present to hear and be heard by each other person present, and adjourn and otherwise regulate its meetings as it determines. There must be at least four Board meetings in each Term.

### 14.2 **Quorum**

The Board may determine the quorum of Directors present at a meeting of the Board necessary for the transaction of business at the meeting which, until otherwise determined, is six and for the purposes of this article and articles 14.4 and 14.10, a Director is treated as present at the meeting by telephone or other instantaneous means of conferring if the Director is able to hear the entire meeting and be heard by all others attending the meeting.

### 14.3 **Notice of Meeting**

Notice of each meeting of the Board:

- (a) must be given to each Director (and each Alternate Director in respect of whom the Appointor has given notice to the Company requiring notice to be given to that Alternate Director); and
- (b) may be given by telephone or facsimile message,

but the non-receipt of any notice of a Board meeting by a Director does not affect the validity of the convening of the meeting.

#### 14.4 **Place of Meeting**

Where the Board holds a meeting solely or partly by telephone or other instantaneous means of conferring the meeting is to be treated as held at the place at which at least one of the Directors present at the meeting is physically located as is agreed by those Directors present at the meeting.

#### 14.5 **Period of Notice**

The Board may determine the period of notice (unless waived by a majority of the Directors to whom notice of a particular meeting is sent) for each meeting of the Board which, until otherwise determined, is 24 hours.

#### 14.6 **Convening of Board Meeting**

A Director may at any time, and the Secretary must on request from a Director, convene a meeting of the Board.

#### 14.7 **Appointments**

- (a) At the first meeting of Directors following an Annual General Meeting, the Directors shall elect from the new Board Directors to fill the offices of:
  - i) Chairman of the Company;
  - ii) Deputy Chairmen; and
  - iii) Treasurer.
- (b) For a person to be eligible for election to the office of Chairman, Deputy Chairman or Treasurer they need only be holding the office of Director.
- (c) Notwithstanding the general rule in Article 8.2 (that a Director is not eligible for election if they have served continuously for five consecutive Terms as a Director) a person who holds the office of Chairman immediately prior to an Annual General Meeting shall be eligible for election as a Director if they have served more than five consecutive Terms, provided that if a person who is eligible to be Director only because of this paragraph is not elected as Chairman under this article by the new Board following the Annual General Meeting or if they are removed as Chairman at any time, their office as Director shall automatically fall vacant.
- (d) The office of Chairman, Deputy Chairman or Treasurer shall automatically become vacant upon:

- (i) the office holder ceasing to hold the office of Director (in the same manner as the office of Director as provided for under Article 8.9); or
  - (ii) in the case of a Director who has served continuously for five or more consecutive Terms as a Director who becomes eligible for election as a Director under Article 14.7(c), the Director is not elected Chairman at the first meeting of Directors following the Annual General Meeting in which they were elected subject to that eligibility.
- (e) In the event that the office of Chairman, Deputy Chairman or Treasurer falls vacant at any time prior to an Annual General Meeting, the Board may at any time appoint any person serving as a Director (including any person holding that office because of a casual vacancy) to fill that office.

#### 14.8 **Chairman of Board Meetings**

Where the Board holds a meeting and:

- (a) has not appointed a Chairman under article 14.7 or the chairman is not present within 15 minutes of the time appointed for the holding of the meeting or is unwilling to act; and
- (b) has not appointed a Deputy Chairman under article 14.7 or the Deputy Chairman is not present within 15 minutes of the time appointed for the holding of the meeting or is unwilling to act,

the Directors present at the meeting may choose one of their number to act as chairman of that meeting.

#### 14.9 **Majority Decisions**

Every question arising and resolution dealt with at a meeting of the Board is to be decided by a majority of votes of the Directors present and voting on the question or resolution.

#### 14.10 **Votes of Directors**

Subject to these articles:

- (a) each Director (other than a person who is only a Director by reason of being an Alternate Director) present at a meeting of the Board has one vote on every question or resolution at that meeting;
- (b) each Alternate Director entitled to be present and to vote at the meeting has one vote for each Appointor in respect of which the Director is present which, in the case of an Alternate Director who is also a Director to whom paragraph (a) applies, is to be in addition to the vote conferred on that Director by paragraph (a); and
- (c) if there is an equality of votes on any question or resolution, the chairman of the meeting, if he is entitled to vote on the question or resolution, may exercise a casting vote in addition to any other vote he may have.

#### 14.11 **Exercise of Powers by Board**

A power of the Board is exercisable only:

- (a) by resolution at a meeting of the Board at which a quorum is present; or
- (b) by a resolution of the Directors under article 14.14.

#### 14.12 **Committees**

The Board may appoint any committees consisting of not fewer than one Director, and which may include any employee of the Company or any Member or other person determined by the Board to advise the Board in respect of any matter that is within the power of the Board. Affiliate Members may be invited to be appointed to any committee as an observer as determined by the Board.

#### 14.13 **Committee Powers and Meetings**

Where the Board has appointed a committee under article 14.12:

- (a) that committee must carry out its activities under article 14.12 in accordance with any directions of the Board;
- (b) the Board must appoint a Director to be the chairman of the committee;
- (c) where a committee holds a meeting and the chairman so elected is not present at the meeting within 15 minutes of the time appointed for the holding of the meeting or is unwilling or unable to act the members of the committee present at the meeting may choose one of their number to be chairman of the meeting;
- (d) the committee may meet in person or by telephone or other instantaneous means of conferring for the dispatch of business (or by any combination of those means) and adjourn and otherwise regulate its meetings as it may determine; and
- (e) the committee meetings are otherwise governed by the provisions of these articles which regulate the meetings and procedures of the Board to the greatest extent practicable.

#### 14.14 **Written Resolution of Directors**

If all the Directors entitled to receive notice of a meeting of the Board and to vote on a resolution sign a document to the effect that they support the resolution (the terms of which are set out in the document), a resolution in those terms is for all purposes to be treated as having been passed at a duly convened meeting of the Board held on the date and at the time when the last Director signed the document.

#### 14.15 **Several Documents Suffice**

For the purpose of article 14.14:

- (a) two or more separate documents in identical terms, each of which is signed by one or more Directors, are treated as one document;

- (b) the signature by an Alternate Director of a document is not required if the Appointor of that Alternate Director has signed the document;
- (c) the signature by the Appointor of an Alternate Director of a document is not required if that Alternate Director has signed the document; and
- (d) a telex, telegram or facsimile message containing the text of the document expressed to have been signed by a Director and sent to the Company is a document signed by that Director at the time of its receipt by the Company.

#### 14.16 **Validity of Acts of Directors**

Each resolution passed or act or thing performed or done by, or with the participation of, a person acting as a Director or member of a committee in respect of whom it is later discovered there was some defect in appointment to, or continuation in, office of that person or that the person so appointed was disqualified or not entitled to perform, vote on or do, the resolution, act or thing, is as valid and effective as if that Director or member of the sub-committee had been validly appointed, had validly continued in office, or had not been disqualified and was entitled so to perform, vote or do.

### 15. **SECRETARY**

#### 15.1 **Appointment of Secretary**

The Board may:

- (a) appoint any person to be a Secretary of the Company;
- (b) determine the term of appointment, powers, duties and remuneration of that person as a Secretary;
- (c) vary any determination so made; and
- (d) terminate or suspend any appointment of a person as Secretary.

### 16. **COMPANY ADMINISTRATION**

#### 16.1 **Minutes to be Made**

The Board must cause minutes to be made of:

- (a) the names of the Directors present at each Board meeting;
- (b) the names of the committee members present at each meeting of a committee appointed under article 14.12;
- (c) the proceedings and resolutions of each general meeting;
- (d) the proceedings and resolutions of each Board meeting; and
- (e) the proceedings and resolutions of each meeting of a committee appointed under article 14.12.

**16.2 Minutes to be Entered**

The Board must cause all minutes made under article 16.1 to be entered in the relevant minute book of the Company.

**16.3 Signature of Minutes**

The minutes of a meeting made under article 16.1, if appearing on their face to be signed by the chairman of the meeting or the chairman of the next succeeding meeting of the relevant body, are sufficient but (except where these articles otherwise provide) not conclusive evidence without proof of any further facts of the matters stated in them.

**16.4 Custody of Common Seal**

The Board must provide for the safe custody of the Common Seal.

**16.5 Use of Common Seal**

The Common Seal may only be used with the authority of either:

- (a) the Board; or
- (b) a committee appointed under this article 16.5 to authorise the use of the Common Seal.

**16.6 Mode of Execution by Common Seal**

An instrument is validly executed under the Common Seal where the Common Seal is affixed to it in the presence of:

- (a) a Director; and
- (b) another person who is either a Director, a Secretary or a person appointed by the Board for the purpose,

and each of those persons signs the instrument to attest the affixing of the Common Seal.

**16.7 Official Seal**

The Company may have, for use in any place out of the State or Territory where the Common Seal is kept, a duplicate common seal known as the Official Seal for that place whose impression must be identical to that of the Common Seal but with the name of the place where it is to be used added.

**16.8 Authority to Affix Official Seal**

The Company may by instrument under the Common Seal authorise any person either generally or in specified circumstances to affix the Official Seal for a particular place in that place to any instrument to which the Company is a party and determine any manner required for the affixing by that person of that Official Seal in that place.

## 16.9 **Effect of Official Seal**

Where an Official Seal is affixed to an instrument in the place to which it relates by a person authorised and in the circumstances authorised for that person under article 16.8 in the manner described in article 16.8 (if any), that instrument is to be treated for all purposes as having been validly executed under the Common Seal.

## 16.10 **Execution of Bills and Cheques**

All cheques, bills of exchange and other negotiable instruments, all orders for payment and all receipts for money paid to the Company, may only be signed for and on behalf of the Company in the manner (which may include the use of facsimile signatures) determined, and by the persons appointed for the purpose, by the Board from time to time.

## 16.11 **Inspection of Records**

The Board may determine whether and to what extent, at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Board.

## 17. **ACCOUNTS AND AUDIT**

### 17.1 **Company to Keep Accounts**

The Board must cause:

- (a) the Company to keep the accounting records and prepare the financial statements required by the Act; and
- (b) the accounts and any other documents required by the Act to be sent to Members and laid before general meetings as required by the Act.

### 17.2 **Audit**

The Board must cause:

- (a) the accounts of the Company to be audited as required by the Act; and
- (b) the auditor's report to be sent to Members and laid before general meetings of the Company as required by the Act.

## 18. **NOTICES**

### 18.1 **Service of Notices by Company**

A notice is properly given by the Company to a person if:

- (a) it is personally served;

- (b) a letter containing the notice is prepaid and posted to the person at an address (if any) supplied by the person to the Company for service of notices or (where the person is a Member) shown in the Register;
- (c) it is sent to the person by facsimile to a number which corresponds with the address referred to in article 18.1(b) or which is supplied by the person to the Company for service of notices; or
- (d) the person receives the notice.

## 18.2 Time of Service

A notice is treated as being given to a person by the Company:

- (a) where sent by post in accordance with article 18.1(b), on the Business Day after the day on which it is posted;
- (b) where sent by facsimile in accordance with article 18.1(c) and a complete and correct transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day; or
- (c) in any other case, when the person actually receives the notice.

## 18.3 Notice of General Meetings

The Company must give notice of every general meeting to:

- (a) every Member;
- (b) every Affiliate Member;
- (c) every Director; and
- (d) the Auditor,

but no other person is entitled to receive notices of general meetings.

## 18.4 Counting of Days

Where a specified period (including, without limitation, a particular number of days) must elapse or expire from or after the giving of a notice before an action may be taken neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.

## 18.5 Certificate of Director or Secretary

If a Director or Secretary signs a certificate that a notice was given in the manner set out in the certificate, that certificate is conclusive evidence of the accuracy of the matters set out in it.



## 19. MISCELLANEOUS

### 19.1 Indemnity of Officers

To the extent that it is permitted to do so by the Act, the Company must indemnify each person who is or has been a Director or officer of the Company ("**Officer**") against any liability which that person may incur by reason of being or having been an Officer or in carrying out the business or exercising the powers of the Company.

### 19.2 Specific Indemnities

Without limitation to article 19.1, to the extent that it is permitted to do so by the Act, the Company must indemnify each person who is or has been an Officer against:

- (a) any liability (other than a liability which arises out of conduct involving a lack of good faith) to another person (other than the Company or a related body corporate) incurred by reason of the first-mentioned person being or having been an Officer or in carrying out the business or exercising the powers of the Company; and
- (b) any liability incurred by the first-mentioned person in defending any proceedings, whether civil or criminal, brought against that person in relation to the Company in which judgment is given in favour of that person or in which the person is acquitted, or in connection with an application in relation to such proceedings, in which the Court grants relief to that person under the Act.

### 19.3 Further Power to Indemnify

The Company may indemnify or agree to indemnify any person (whether or not that person is or has been an Officer) to the extent permitted by the Act, and this power is not restricted by the provisions of articles 19.1 and 19.2.

### 19.4 General Authorisation

Where the law authorises or permits a company to do any thing if so authorised by its articles of association, the Company is authorised by this article to do that thing.

### 19.5 GST Gross Up

The amount of any indemnity payable under this article 19 will include an additional amount ("**GST Amount**") equal to any GST payable by the person being indemnified ("**Indemnified Person**") in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Person in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Person providing the Company with a GST tax invoice for the GST Amount.

## 20 ASSOCIATE AND AFFILIATE MEMBERSHIP

### 20.1 A:

- (a) person who has made application for Associate Membership and who is eligible under Article 2.4.2; or

- (b) corporation who has made application for Affiliate Membership and who is eligible under Article 2.4.3

shall have their application for Associate Membership or Affiliate Membership, as the case may be, considered by the Board and the Board may, in its absolute discretion and without giving any reason:

- (c) require the applicant to provide such further information relating to the application as the Board determines; and
- (d) accept or reject the application.

20.2 The Company may, as soon as practicable, give to an applicant for Associate Membership or Affiliate Membership a notice which states whether the application was successful or not, as the case may be, and, if successful, specifies:

- (a) the first annual subscription (which may be determined at the discretion of the Board and which need not be the same for all applicants or classes of applicants); and
- (b) a date (which is at least ten business days after the date of the notice) and a place at which the payment of the first annual subscription must be made.

20.3 If the Company receives a payment of the first annual subscription from a successful applicant for Associate Membership or Affiliate Membership, the Company shall enter the applicant's name on a register of Associate Memberships or a register of Affiliate Memberships, as the case may be, maintained by the Secretary of the Company.

20.4 By completing the application form for Associate Membership or Affiliate Membership (as the case may be), the applicant agrees, if accepted by the Board, it shall be bound by the Memorandum and these Articles and any code or rules of conduct, manufacture or processing or any other standard prescribed from time to time by the Board.

20.5 An applicant accepted as an Associate Member or Affiliate Member must promptly notify the Board of any change in the details with respect to that Associate Member or Affiliate Member recorded in the register of Associate Memberships or register of Affiliate Memberships, as the case may be.

20.6 The Board may from time to time fix the amount of the annual subscription for Associate Members and fix the amount of the annual subscription for Affiliate Members and:

- (a) the Board shall have all the powers and discretions over Associate Members' and Affiliate Members' annual subscriptions as it has in respect of Members' Annual Subscriptions in articles 3.3 - 3.15; and
- (b) each Associate Member and each Affiliate Member shall have all those obligations to the Company in articles 3.3 - 3.15 as if the Associate Member or Affiliate Member were obliged to pay the Members Annual Subscriptions

as if those provisions referred to:

- (c) Associate Members or Affiliate Members, as the case may be, rather than Members;

- (d) Associate Membership or Affiliate Membership, as the case may be, rather than Membership;
- (e) the relevant annual subscription fixed under this article 20.6 rather than the Annual Subscription;
- (f) the first annual subscription fixed under article 20.2 rather than the First Annual Subscription; and
- (g) the register of Associate Memberships or register of Affiliate Memberships, as the case may be, rather than the Register.

- 20.7 An Associate Member or Affiliate Member may participate in the meetings and affairs of the Company so far as the Board, in its absolute discretion, may from time to time permit and no Associate Member or Affiliate Member shall have any expectation that they shall have a right to have their membership renewed in any given year, as the renewal shall be a matter for the Board's unfettered discretion and may be denied without the giving of reasons.
- 20.8 Until otherwise determined by the Board under article 20.7, Affiliate Members shall have the same rights to attend and speak at general meetings of the Company (but not the right to vote) as Members.
- 20.9 For the avoidance of doubt, Associate Members and Affiliate Members are not Members and are not entitled to the privileges, nor subject to the obligations, of Members except as set out in this article 20.

**SCHEDULE 1**

**(article 7.4)**

**Proxy Form**

I/We, .....  
*(Name of member or members)*

of.....  
*(Address of member or members)*

(the "Member"), a member of AUSTRALIAN FOOD AND GROCERY COUNCIL, appoints

.....  
*(Name of proxy)*

of.....  
*(Address of proxy)*

or, failing that person, the chairman of the meeting as the Member's proxy to vote for the Member and on the Member's behalf at the [extraordinary] general meeting of the company to be held on [ ] at [ ] am/pm and at any adjournment of that meeting.

The proxy is directed to vote in the following manner:

Resolution # :

FOR

AGAINST

A mark should be placed in the appropriate box if the Member wishes to direct the proxy to vote in a specified way in relation to the above resolution[s]. If no direction is given, the proxy may vote or not as the proxy sees fit.

*The proxy must be the representative of the Member appointed under article 2.11, another Member, or a representative of another Member appointed under article 2.11.*

*This form must be signed by the Member (in the case of a body corporate under its common seal) or by an attorney of the Member.*

**Dated:**

**Signed:**

.....

**SCHEDULE 2**

**(article 11.2)**

**FORM OF APPOINTMENT OF ALTERNATE DIRECTOR**

I, the undersigned, a Director of AUSTRALIAN FOOD AND GROCERY COUNCIL [*ACN*], exercise the power given to me by the articles of association of that company and appoint [*insert name*] of [*insert address*] to act as Alternate Director for me. This appointment takes effect *\*immediately/\**on [*insert date*] and extends until *\*[insert date] \*revoked* by me.

Notice of meetings of the Committee *\*is/\**is not to be given to the person appointed by this notice.

**Dated:** .....

.....  
*(Signature)*

.....  
*(Name printed)*

\* Delete and complete as required

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

**THE COMMON SEAL of  
ARNOTT'S BISCUITS LIMITED**

was affixed in the presence of, (LS)  
and the sealing is attested by:

(Sgd) B Hill  
~~Secretary~~ Director  
Name (printed) Brian David Hill

(Sgd) P G Bourke  
Director  
Name (printed) Paul Gerard Bourke

Dated this 24th day of March 1995.

**THE COMMON SEAL of BONLAC  
FOODS LIMITED**

was affixed in the (LS)  
presence of, and the sealing is attested by:

(Sgd) R Paterson  
Secretary  
Name (printed) Robert Paterson

(Sgd) W I Gresswell  
Director  
Name (printed) Wallace Ian Gresswell

Dated this 22 day of March 1995.

(Sgd)  
Eugenia Mitrakas

Solicitor

**THE COMMON SEAL of BUNGE  
(AUST) PTY LIMITED**

was affixed (LS)

In the presence of, and the sealing  
is attested by:

(Sgd) L Lucantonio  
Secretary  
Name (printed) L Lucantonio

(Sgd) M Wheatley  
Director  
Name (printed) M V Wheatley

Dated this          day of                  1995.

**THE COMMON SEAL of CEREBOS  
(AUSTRALIA) LIMITED** was affixed

(LS)

in the presence of, and the sealing  
is attested by:

(Sgd) D Hunter  
Secretary

Name (printed) David Hunter

(Sgd) John Toynbee  
Director

Name (printed) John Toynbee

Dated this 22nd day of March 1995.

**THE COMMON SEAL of COCA- COLA  
AMATIL LIMITED** was

(LS)

affixed in the presence of, and  
the sealing is attested by:

(Sgd) D A Wylie  
Secretary

Name (printed) David Alan Wylie

(Sgd) J D Priest  
Director

Name (printed) John David Priest

Dated this 28th day of March 1995.

**SIGNED** by **CSR LIMITED** by its Attorneys  
**Ashley Raymond Andrew Stephenson** and  
**Alexander Norman Brennan** in my presence:

(Sgd) G Clark

CSR LIMITED by its Attorneys who  
respectively state that at the date of their  
execution hereof they have no notice of the  
revoation of Power of Attorney dated 5 July  
1993, Registered No 77 Book 4025 under the  
authority of which they have executed this  
instrument.

(Sgd) A R Stephenson

(Sgd) A N Brennan

**THE COMMON SEAL of GEORGE WESTON FOODS LIMITED** was affixed in the presence of, and the sealing is attested by:

(LS)

(Sgd) R Kelly  
Secretary  
Name (printed) R J Kelly

(Sgd) J H Pascoe  
Director  
Name (printed) J H Pascoe

Dated this 23rd day of March 1995.

**THE COMMON SEAL of GOODMAN FIELDER LIMITED** was affixed in the presence of, and the sealing is attested by:

(LS)

(Sgd) I M Gilmour  
Secretary  
Name (printed) Ian McKay Gilmour

(Sgd) M Brown  
Director  
Name (printed) Michael Robert Brown

Dated this       day of                 1995.

**THE COMMON SEAL of HJ HEINZ CO AUSTRALIA LIMITED** was affixed in the presence of, and the sealing is attested by:

(LS)

(Sgd) G Nankin  
Secretary  
Name (printed) Gregory Nankin

Neville J Fielke  
Director  
Name (printed)

Dated this 24 day of March 1995.

(Sgd) Neville J Fielke



**THE COMMON SEAL of KELLOGG (AUST) PTY LIMITED** was affixed (LS)  
in the presence of, and the sealing  
is attested by:

(Sgd) J Sheen  
Secretary  
Name (printed) Janice Marie Sheen

(Sgd) Murray Rogers  
Director  
Name (printed) William Murray Rogers

Dated this 22nd day of March 1995.

**THE COMMON SEAL of KRAFT FOODS LIMITED** was affixed in (LS)  
the presence of, and the sealing  
is attested by:

(Sgd) Julia H Banks  
Secretary  
Name (printed) Julia Helen Banks

(Sgd) Thomas P Park  
Director  
Name (printed) Thomas P Park

Dated this 23 day of March 1995.

**THE COMMON SEAL of NATIONAL FOODS LIMITED** was affixed in the (LS)  
presence of, and the sealing is attested by:

(Sgd) M G A Smith  
Secretary  
Name (printed) Michael G A Smith

(Sgd) G J Reaney  
Director  
Name (printed) G J Reaney

Dated this 23rd day of March 1995.

**THE COMMON SEAL of NESTLE AUSTRALIA LIMITED** was affixed (LS)  
in the presence of, and the sealing  
is attested by:

(Sgd) A Boehm  
Secretary  
Name (printed) Andrew Boehm

(Sgd) P Mitchell  
Director  
Name (printed) Peter Mitchell

Dated this 23rd day of March 1995.

**THE COMMON SEAL of PACIFIC DUNLOP LIMITED** was affixed in (LS)  
the presence of, and the sealing is  
attested by:

(Sgd) J Rennie  
Secretary

Name (printed) J C Rennie

(Sgd) Philip Brass  
Director

Name (printed) P Brass

Dated this 24th day of March 1995.

**THE COMMON SEAL of KITCHENS OF SARA LEE (AUSTRALIA) PTY LIMITED** was affixed (LS)  
in the presence of, and the sealing  
is attested by:

(Sgd) John McAlister  
Secretary

Name (printed) John L McAllister

(Sgd) A Mackay  
Director

Name (printed) Alan Douglas David Mackay

Dated this 23 day of March 1995.

**THE COMMON SEAL of UNILEVER AUSTRALIA LIMITED** was affixed in (LS)  
the presence of, and the sealing is attested by:

(Sgd) B F Jones  
Secretary

Name (printed) B F Jones

(Sgd) E E Allara  
Director

Name (printed) E E Allara

Dated this 22 day of March 1995.

**MEMORANDUM OF ASSOCIATION  
OF  
AUSTRALIAN FOOD AND GROCERY COUNCIL**

**Amended January 1999**

**Amended September 2003**

Originally prepared

*by*

BLAKE DAWSON WALDRON

Solicitors

Grosvenor Place

225 George Street

SYDNEY NSW 2000

**1. Name**

**2. Objects**

The objects for which the Company is established are:

- (a) To be the voice of the Australian food and grocery manufacturing industries, in Australia and overseas.
- (b) To create dynamic, competitive, responsible and profitable food and grocery manufacturing industries in Australia to meet the needs of Australian and international consumers.
- (c) To clarify and resolve overall industry objectives and policy issues within the food and grocery manufacturing industries.
- (d) To promote and safeguard the welfare of the food manufacturing and grocery manufacturing industries of Australia, and to take any action to benefit or protect the Australian and international interests of Australian food or grocery manufacturers.
- (e) To interact with industries and businesses providing goods or services throughout the supply chain in any matter conducive to the interests of the food or grocery manufacturing industries.
- (f) To monitor the manner in which governmental and other authorities regulate the food or grocery industries, including (but not limited to) their relationship with other industries and consumers and with the environment.
- (g) To represent and promote the food and grocery manufacturing industries to any government, statutory authority, public body, international organisation, corporation, lobby group, representatives of other sectors of the food or grocery industries and the economy, and the media.
- (h) To initiate and participate in negotiations and discussions with any Australian government or authority on any matters conducive to the objects and interests of the Company or any of its members.
- (i) To serve the consumer by promoting higher levels of competitiveness and efficiency.
- (j) To encourage consumer confidence in products of the food and grocery manufacturing industries.

### III

- (k) To support and assist research and experimentation in relation to food and grocery manufacture and the food and grocery manufacturing industries.
- (l) To aid in the production, publication and distribution of all means of dissemination of knowledge in relation to the food and grocery manufacturing industries, both for the industries themselves, and for the community and any part or parts of them.
- (m) To disseminate information about new research and technology which will be conducive to the carrying out of the objects of the Company.
- (n) To adopt policies, procedures, standards and Codes of Practice for the Australian food manufacturing industry and for the Australian grocery manufacturing industries.
- (o) To promote, both within Australia and overseas, consumer confidence in and awareness, acceptance and purchase of Australian food and grocery products.
- (p) To conduct or participate in training courses, seminars, symposia, lectures, conferences and other activities in relation to food and/or grocery manufacture, or in relation to the food or grocery manufacturing industries.
- (q) To apply to any corporation, company or person for and accept grants of money or property or gifts or any other assistance for the carrying out of the objects of the Company.
- (r) To associate, co-operate or amalgamate with or merge with associations or other bodies having objects consistent with the objects set out in this clause 2.
- (s) To do any of the things mentioned in this clause 2 alone or in conjunction or association or co-operation with any other person or body.
- (t) To procure the Company to be registered or recognised in any part of the world.
- (u) To do all things and carry on any activity which are incidental or conducive to the carrying out of the objects of the Company.

### **3. Remuneration**

3.1 The income and property of the Company wherever derived must be applied solely towards the promotion of the objectives of the Company as set forth in this Memorandum of Association and not part of it may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to the Members.

3.2 Clause 3.1 does not prevent the payment in good faith:

- (a) of reasonable and proper remuneration to any officer or employee of the Company or to any member or other person in return for any service actually rendered to the Company;

## IV

- (b) For goods supplied by any Member in the ordinary or usual way of business;
  - (c) Of interest at a rate not exceeding the rate for the time being charged by Australian banks for overdrawn accounts, upon money lent by any member;
  - (d) Of a reasonable and proper rent for premises let by any member to the Company;
  - (e) To a member by way of reimbursement of reasonable travelling and subsistence expenses incurred by that member when engaged in the affairs or business of the Company;
- 3.3 No member of the Board may be appointed to any salaried office of the Company, or any office of the Company paid by fees, and no remuneration or other benefit in money or money's worth shall be given by the Company to any member of the Board except interest on money lent, rent and reimbursement of expenses as mentioned in clause 3.2.
- 3.4 This clause 3 does not apply to a payment to a company of which a Member or a member of the Board is a member, and in which that member holds less than 1% of the capital; and that member is not required to account for any share of the profits that member may receive in respect of such payment.

### **4. Limited Liability**

The liability of the Members is limited.

### **5. Guarantee**

Every member undertakes to contribute to the assets of the Company if it is wound up while the member is a member or within one year after it ceases to be a Member, for payment of the debts and liabilities of the Company contracted before it ceased to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of contributories among themselves, such amount as may be required, not exceeding \$100.

### **6. Property**

- 6.1 If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property, that property may not be paid to or distributed among the Members, but must be given or transferred to some institution having objects similar or in part similar to the objects of the Company, and if none exists then to an institution, formed for the purpose of providing recreation or amusement or promoting commerce, industry, art, science, religion, charity, patriotism, pension or superannuation schemes or any other object useful to the community, and which prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under or by virtue of clause 3.1 of this Memorandum of Association.
- 6.2 The institution referred to in clause 6.1 is to be determined by the Members at or before the time of dissolution, and in default is to be determined by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of the Court as may have or acquire jurisdiction in the matter, and if effect cannot be given to this provision, to a charitable object decided by the members by Ordinary Resolution.

**7. Construction**

- 7.1 Words defined in the Articles of Association of the Company have the same meaning where used in this Memorandum of Association.
- 7.2 Principles of interpretation applying to the Articles of Association of the Company apply to this Memorandum of Association.

**8. Subscribers**

The names and addresses of the subscribers to this Memorandum of Association are:

Arnott's Biscuits Limited  
11 George Street  
HOMEBUSH 2140

Bonlac Foods Limited  
566 St Kilda Road  
MELBOURNE 3000

Bunge (Aust) Pty Limited  
616 St Kilda road  
MELBOURNE 3000

Cerebos (Australia) Limited  
92-96 Station Road  
SEVEN HILLS 2147

Coca-Cola Amatil Limited  
71 Macquarie Street  
SYDNEY 2000

CSR Limited  
60 Miller Street  
NORTH SYDNEY 2060

George Weston Foods Limited  
Level 20 Tower A – Zenith Centre  
821 Pacific Highway  
CHATSWOOD 2067

Goodman Fielder Limited  
Unit 5/476 Gardeners Road  
ALEXANDRIA 2015

HJ Heinz Co Australia Limited  
Princes Highway  
DANDENONG 3175

Kellogg (Aust) Pty Limited  
41-51 Wentworth Avenue  
PAGEWOOD 2019

Kitchens of Sara Lee (Australia) Pty Limited  
Railway Crescent  
LISAROW 2250

Kraft Foods Limited  
850 Lorimer Street  
PORT MELBOURNE 3001

National Foods Limited  
Level 22  
56 Pitt Street  
SYDNEY 2000

Nestle Australia Limited  
60 Bathurst Street  
SYDNEY 2000

Pacific Dunlop Limited  
19 Camberwell Road  
HAWTHORNE 3122

Unilever Australia Limited  
20-22 Cambridge Street  
EPPING 2121



VII

The subscribers wish to form a company pursuant to the Memorandum of Association.

**THE COMMON SEAL of  
ARNOTT'S BISCUITS LIMITED**

was affixed in the presence of, (LS)  
and the sealing is attested by:

(Sgd) B Hill

~~Secretary~~ Director

Name (printed) Brian David Hill

Dated this 24th day of March 1995.

(Sgd) P G Bourke

Director

Name (printed) Paul Gerard Bourke

**THE COMMON SEAL of BONLAC  
FOODS LIMITED**

was affixed in the presence of, and the sealing is attested by: (LS)

(Sgd) R Paterson

Secretary

Name (printed) Robert Paterson

Dated this 22 day of March 1995.

(Sgd) W I Gresswell

Director

Name (printed) Wallace Ian Gresswell

(Sgd)

Eugenia Mitrakas

Solicitor

**THE COMMON SEAL of BUNGE  
(AUST) PTY LIMITED**

was affixed in the presence of, and the sealing is attested by: (LS)

(Sgd) L Lucantonio

Secretary

Name (printed) L Lucantonio

Dated this            day of

(Sgd) M Wheatley

Director

Name (printed) M V Wheatley  
1995.

**THE COMMON SEAL of CEREBOS  
(AUSTRALIA) LIMITED**

was affixed in the presence of, and the sealing is attested by: (LS)

(Sgd) D Hunter

Secretary

Name (printed) David Hunter

Dated this 22nd day of March 1995.

(Sgd) John Toynbee

Director

Name (printed) John Toynbee

**THE COMMON SEAL of COCA- COLA  
AMATIL LIMITED**

was affixed in the presence of, and the sealing is attested by: (LS)

(Sgd) D A Wylie

Secretary

Name (printed) David Alan Wylie

Dated this 28th day of March 1995.

(Sgd) J D Priest

Director

Name (printed) John David Priest

VIII

**SIGNED** by **CSR LIMITED** by its Attorneys  
**Ashley Raymond Andrew Stephenson** and  
**Alexander Norman Brennan** in my presence:  
(Sgd) G Clark

CSR LIMITED by its Attorneys who  
respectively state that at the date of their  
execution hereof they have no notice of the  
revocation of Power of Attorney dated 5 July  
1993, Registered No 77 Book 4025 under the  
authority of which they have executed this  
instrument.

(Sgd) A R Stephenson  
(Sgd) A N Brennan

**THE COMMON SEAL** of **GEORGE  
WESTON FOODS LIMITED** was

(LS)

affixed in the presence of, and the  
sealing is attested by:

(Sgd) R Kelly

Secretary

Name (printed) R J Kelly

Dated this 23rd day of March 1995.

(Sgd) J H Pascoe

Director

Name (printed) J H Pascoe

**THE COMMON SEAL** of **GOODMAN  
FIELDER LIMITED** was affixed in the

(LS)

presence of, and the sealing is attested by:

(Sgd) I M Gilmour

Secretary

Name (printed) Ian McKay Gilmour

Dated this        day of

(Sgd) M Brown

Director

Name (printed) Michael Robert Brown

1995.

**THE COMMON SEAL** of **HJ HEINZ CO  
AUSTRALIA LIMITED** was affixed in

(LS)

the presence of, and the sealing is attested by:

(Sgd) G Nankin

Secretary

Name (printed) Gregory Nankin

Dated this 24 day of March 1995.

Neville J Fielke

Director

Name (printed)

(Sgd) Neville J Fielke

**THE COMMON SEAL** of **KELLOGG  
(AUST) PTY LIMITED** was affixed

(LS)

in the presence of, and the sealing  
is attested by:

(Sgd) J Sheen

Secretary

Name (printed) Janice Marie Sheen

Dated this 22nd day of March 1995.

(Sgd) Murray Rogers

Director

Name (printed) William Murray Rogers

**THE COMMON SEAL of KRAFT FOODS LIMITED** was affixed in the presence of, and the sealing is attested by: (LS)

(Sgd) Julia H Banks  
Secretary  
Name (printed) Julia Helen Banks  
Dated this 23 day of March 1995.

(Sgd) Thomas P Park  
Director  
Name (printed) Thomas P Park

**THE COMMON SEAL of NATIONAL FOODS LIMITED** was affixed in the presence of, and the sealing is attested by: (LS)

(Sgd) M G A Smith  
Secretary  
Name (printed) Michael G A Smith  
Dated this 23rd day of March 1995.

(Sgd) G J Reaney  
Director  
Name (printed) G J Reaney

**THE COMMON SEAL of NESTLE AUSTRALIA LIMITED** was affixed in the presence of, and the sealing is attested by: (LS)

(Sgd) A Boehm  
Secretary  
Name (printed) Andrew Boehm  
Dated this 23rd day of March 1995.

(Sgd) P Mitchell  
Director  
Name (printed) Peter Mitchell

**THE COMMON SEAL of PACIFIC DUNLOP LIMITED** was affixed in the presence of, and the sealing is attested by: (LS)

(Sgd) J Rennie  
Secretary  
Name (printed) J C Rennie  
Dated this 24th day of March 1995.

(Sgd) Philip Brass  
Director  
Name (printed) P Brass

**THE COMMON SEAL of KITCHENS OF SARA LEE (AUSTRALIA) PTY LIMITED** was affixed in the presence of, and the sealing is attested by: (LS)

(Sgd) John McAlister  
Secretary  
Name (printed) John L McAllister  
Dated this 23 day of March 1995.

(Sgd) A Mackay  
Director  
Name (printed) Alan Douglas David Mackay

**THE COMMON SEAL of UNILEVER AUSTRALIA LIMITED** was affixed in the presence of, and the sealing is attested by: (LS)

(Sgd) B F Jones  
Secretary  
Name (printed) B F Jones  
Dated this 22 day of March 1995.

(Sgd) E E Allara  
Director  
Name (printed) E E Allara