

THE COMPANIES ACT 1948

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

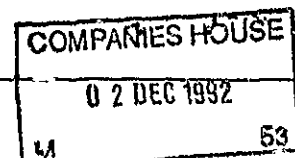
MEMORANDUM OF ASSOCIATION

OF

THE BRITAIN-AUSTRALIA SOCIETY
(with amendments to 23rd November 1992)

1. The name of the Company is "THE BRITAIN-AUSTRALIA SOCIETY" (hereinafter called "The Society").
2. The Registered Office of the Society will be situate in England.
- *3. The objects for which the Society is established are:-
 - (1) To promote and foster in the United Kingdom, in Australia and elsewhere the interests of both countries and in particular the mutual understanding of their people and for this purpose to provide opportunities and to support activities of the following nature:-
 - (a) Projects to encourage the peoples of both the United Kingdom and Australia, particularly young people, to visit, gain experience and work in the other country.
 - (b) The development of friendships and relationships.
 - (c) Presentations, talks, discussions, seminars, meetings, conferences, and functions designed to further such development and increase the two-way flow of information and understanding between Britain and Australia.
 - (d) Sponsorship, promotion or encouragement of specific projects by Members to further the aims of the Society.

* Amended by Special Resolution dated 12th June 1980.



(e) Activities which further collaboration and close links with the sister society, The Australian-Britain Society.

(f) The establishment, development and maintenance in the United Kingdom and elsewhere of organisations with objectives similar to those of the Society.

(g) Any other activities which may be considered to be incidental or conducive to or which may assist in the promotion of good relations between and mutual understanding of the two countries.

(2) To raise money for such purposes by all lawful means and to solicit, receive and enlist subscriptions and financial and other aid from individuals, trusts, companies, corporations, associations, societies and institutions and other organisations or authorities, and to conduct fund raising campaigns.

(3) To undertake and execute any trusts (charitable or otherwise) which the Society's Council of Management (hereinafter called "the Council") may decide are necessary or desirable for the carrying out of any of the objects of the Society and to accept any gift or legacy, made to the Society generally or for the purpose of any specific object and to carry out any lawful trusts attached to any such gift or legacy.

(4) To make known and further the objects of the Society by publication and distribution of papers, journals and any other documents; by advertising in any medium or by any means; and by maintaining such library and record services as may be considered necessary to meet the Society's needs.

(5) To employ and retain any persons whose services may be deemed necessary or desirable for the purpose of the operations of the Society.

(6) From time to time to make, rescind, add to or amend such By-laws, Rules and Regulations for the regulation and control of the property or effects of the Society and for the day to day running of the Society as may be deemed necessary or desirable by the Council, provided these are consistent with this Memorandum of Association and with the Articles of Association of the Society for the time being in force.

(7) To invest the moneys of the Society not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(8) To purchase, take on lease or on hire or in exchange or otherwise to acquire in any manner whatever for any tenure and upon any condition and terms:-

- (i) Any estate or interest in land, whether freehold, leasehold or of any other tenure and whether situate in the United Kingdom or elsewhere together with any easements, licences, rights or privileges connected with or in relation to any land;
- (ii) Personal property of any description wheresoever situate; and
- (iii) Any concessions, rights, options, licences, privileges or advantages of any nature and wheresoever situate.

(9) To develop and turn to account any land held by the Society or in which the Society has any interest, and to grant, sell, convey, assign, transfer, exchange, mortgage, lease, licence or hire or dispose of in any manner whatever any real or personal property or any estate or interest therein for such consideration, and upon and subject to such terms, conditions, stipulations and restrictions as the Society may think proper to further its objects.

(10) To lend, deposit or advance moneys and grant loans or give credit to any persons, firms, companies, corporations, bodies or institutions on any terms upon any freehold leasehold or personal property or other security or without security provided that such action shall be strictly limited to the direct furthering of the main object of the Society.

(11) To borrow, raise or secure the payment of money for the purposes of the Society in any manner and in particular by mortgage or charge upon any property, assets or investments held by the Society or by the issue of debentures or debenture stock charged upon the Society's undertaking or any part thereof and to purchase redeem or pay off any such securities.

(12) To draw, make, accept, endorse, discount, execute and issue and to buy, sell and deal in cheques, bills of exchange, warrants and other negotiable or transferable instruments.

(13) To do all or any of the acts, matters and things authorised by this memorandum either alone or in conjunction with any person or company or through any agent and in any part of the world.

(14) To procure the registration of the Society in any other State or Country.

(15) To do all such other things as may appear to be incidental to or conducive to the attainment of the above objects or any of them.

Provided that:-

- (i) In case the Society shall take or hold any property which may be subject to any trusts, the Society shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
 - (ii) The Society shall not support with its funds any objects, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Society would make it a Trade Union.
 - (iii) In case the Society shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science, the Society shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council have been if no incorporation had been effected and the incorporation of the Society shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Secretary of State for Education and Science over the Council but they shall as regards any such property be subject jointly and separately to such control or authority as if the Society were not incorporated.
4. *The income and property of the Society shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Society and no member of the Council shall be appointed to any office of the Society paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Society, nor shall any payment be made by the Society to a company of which a Member of the Council may be a member holding more than one hundredth part of the capital of such company.*

Provided that nothing herein shall prevent any payment in good faith by the Society.

- (a) of reasonable and proper remuneration to any member officer or servant of the Society (not being a member of the Council), for any services rendered to the Society;
 - (b) of interest at a rate not exceeding six per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Society or of the Council.
 - (c) to any member of the Council of out-of-pocket expenses.
5. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Secretary of State for Trade and Industry.*
6. The fourth and fifth paragraphs of this Memorandum contain conditions to which a licence granted by the Secretary of State to the Society in exercise of his powers under Section 19(1) of the Companies Act, 1948 is subject.*
7. *The liability of the members is limited.*
8. Every member of the Society undertakes to contribute to the assets of the Society, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Society contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding ten pounds.
9. If upon the winding up or dissolution of the Society there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Society, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Society, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Society under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Society at or before

* Note: The requirement for amendments to the Memorandum and Articles of Association to be submitted to the Secretary of State for Trade and Industry for prior approval was effectively removed by Section 25 of The Companies Act 1981, re-enacted in Sections 30 and 31 of the Companies Act 1985.

the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

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

NAMES AND ADDRESSES OF PERSONS SUBSCRIBING AND OF WITNESSES

(Signed) J. D. PEEK-BRIGGS

JOHN DESMOND PEEK-BRIGGS, the Secretary of and on behalf of THE RIO TINTO-ZINC CORPORATION LIMITED, which is the subscriber and whose registered office is at Austral House, Basinghall Avenue, London, EC2V 5ES.

(Signed) H. W. R. HAM

HENRY WILLIAM RICHARD HAM, the Secretary of and on behalf of THE ASSOCIATED PORTLAND CEMENT MANUFACTURERS LIMITED, which is the subscriber and whose registered office is at Portland House, Stag Place, London, SW1.

(Signed) D. C. RISSIK

DAVID CORNELIS RISSIK, the Secretary of and on behalf of DUNLOP LIMITED, which is the subscriber and whose registered office is at Dunlop House, Ryder Street, St. James's, London, SW1.

THE COMMON SEAL of THE)
AUSTRALIAN ESTATES COMPANY)
LIMITED was hereunto affixed) L.S.
in the presence of:-)

(Signed) DENYS LOWSON

Director

(Signed) E. W. TULLOCH

Secretary

THE COMMON SEAL OF NATIONAL)
WESTMINSTER BANK LIMITED was)
hereunto affixed in accordance) L.S.
with the regulations of the Company)
in the presence of:-)

(Signed) M. P. SPARKES

Authorised Sealing Officer

THE COMMON SEAL of)
AUSTRALIA AND NEW ZEALAND) L.S.
BANKING GROUP LIMITED)
was hereunto affixed:-)

(Signed) R. C. WHEELER-BENNET

Director

(Signed) N. J. MURTON

Assistant Secretary

(Signed) J. P. HOURSTON

JAMES PATIENCE HOURSTON, the Secretary of and on behalf of BRITISH INSULATED CALLENDER'S CABLES LIMITED, which is the subscriber, and whose registered office is at 21 Bloomsbury Street, London, WC1.

(Signed) JAMES GEILS

JAMES GEILS, the Secretary of and on behalf of THE SHELL PETROLEUM COMPANY LIMITED, which is the subscriber and whose registered office is at Shell Centre, London, SE1.

(Signed) J. McN. SIDEY

JOHN MACNAUGHTON SIDEY, a Director of and on behalf of THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY, which is the subscriber and whose registered office is at P & O Building, Leadenhall Street, London, EC3.

(Signed) J. E. WEDGBURY

JOHN EDMUND WEDGBURY, the Assistant Secretary of and on behalf of THE BRITISH PETROLEUM COMPANY LIMITED, which is the subscriber and whose registered office is at Britannic House, Moor Lane, London, EC2.

For and on behalf of CONSOLIDATED GOLD FIELDS LIMITED

(Signed) D. F. T. FARLEY

(Douglas Frank Trayton Farley)

which is the subscriber and whose registered office is at 49 Moorgate, London, EC2.

ANTHONY BURNEY by his attorney

(Signed) A. C. EVERETT

ANTHONY GEORGE BERNARD BURNEY, Senior Partner of and on behalf of BINDER HAMLIN & CO. of 8 St. Bride Street, London, EC4 which is the subscriber.

(Signed) P. R. EKBERG

PHILIP ROY EKBERG, the Secretary of and on behalf of NEWS INTERNATIONAL LIMITED, which is the subscriber and whose registered office is at 30 Bouverie Street, London, EC4.

(Signed) R. CHRISTIE

ROBSON CHRISTIE, the Secretary of and on behalf of TAYLOR WOODROW LIMITED, which is the subscriber and whose registered office is at 10 Park Street, London, W1.

THE COMMON SEAL OF GUEST)
KEEN & NETTLEFOLDS LTD) L.S.
was hereunto affixed in the)
presence of:

(Signed) G. T. HOLDSWORTH

Director

(Signed) J. F. HOWARD

Secretary

DATED the 26th day of October 1971.

WITNESS to the above signatures:

(Signed) F. S. WIGLEY

6. St. James's Square,
London, SW1

Solicitor

JO/D2/DG\$248\$.45