

THE COMPANIES ACT, 1961

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

ST. GEORGE ALPINE CLUB LIMITED

ABN 16 001 603 167

NEW SOUTH WALES



CORPORATE AFFAIRS COMMISSION

No. of Company

212382-28



Companies Act, 1961

(Section 16 (3))

Certificate of Incorporation of Public Company

This is to Certify that

ST. GEORGE ALPINE CLUB LIMITED

is, on and from the seventh day of July, 19 78, incorporated under the Companies Act, 1961, and that the company is a company limited by ~~shares~~ guarantee.

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

this seventh day of July, 19 78.

Exd.

*F.J.O. Ryan*



Commissioner

The Companies Act, 1961  
Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION

of

ST. GEORGE ALPINE CLUB LIMITED

1. The name of the Company is "ST. GEORGE ALPINE CLUB LIMITED".
2. The powers set forth in the Third Schedule to the Companies Act, 1961, are expressly excluded and shall not apply to the Company except in so far as the same are repeated or contained in paragraph 3 of the Memorandum of Association of the Company.
3. The objects for which the Company is established are:-
  - (a) To enter into agreements with any person corporation or society including any officer of the Company or companies of which the Directors of this Company are Directors for or in relation to the purchase of land and the erection of buildings improvements or other works and for such consideration and upon such terms and conditions as the Directors of the Company deem necessary or desirable and in particular but without limiting the generality of the foregoing to enter into and complete a contract for the purchase of land at Jindabyne and the erection of a building upon the said land to be known as St. George Alpine Club Lodge (or such other name as the Directors of the Company agree upon).
  - (b) To provide construct and maintain lodges huts and other buildings and equipment for the residential accommodation of and provision for board and residence for the servants agents members and guests of members of the Company.
  - (c) To encourage develop and promote snow sports skiing ski touring and other athletic sports and athletic games in which human beings are the sole participants.
  - (d) To promote good fellowship among and to make provision for the association of people interested in the sport of skiing and other athletic sports games and pastimes and in the encouragement and development of such sports and pastimes.
  - (e) To publish and circulate periodicals circulars papers magazines books and bulletins on subjects of interest to members and of instruction in relation to any such sport and pastime and technical matters relating thereto and relating to snow conditions weather conditions and snowfields and meteorological geographic and geological subjects and for any such purpose or purposes or for any specific purpose to appropriate hereto any portion of subscriptions receivable from members and to register any such publications under any Postal Regulations from time to time in force.
  - (f) To promote encourage and assist in the construction improvement and maintenance of skiing facilities shelter huts chalets and accommodation houses on or near snow fields and roads and tracks forming approaches to or lines of communication between snow

fields and courses and grounds used for the purposes of such sports activities and pastimes as above referred to.

(g) To provide or construct and maintain courses ski runs ski jumps ski lifts ski tows and other facilities for the convenience of persons engaged in the sports activities and pastimes as aforesaid including lodges huts chalets meeting reading and writing rooms or the like with or without refreshment rooms and with or without residential accommodation and other conveniences in connection therewith and to furnish and maintain the same.

(h) To promote and hold either alone or jointly with any other company corporation association club or person instructional classes meetings and competitions matches exhibitions and trials in respect of the sports activities and pastimes herein before mentioned or referred to and to accept and to offer or give or contribute towards the provision of prizes medals awards and trophies in respect thereof and to promote give or assist in giving dinners concerts balls lectures cinematography and other displays and entertainment's.

(i) To abide by the Regulations and decisions of the Kosciusko State Park Trust in respect of the establishment construction and maintenance of any facility or the Kosciusko State Park.

(j) To give sell mortgage exchange hire lease or otherwise dispose of the real and personal property of the Company or any part or parts thereof.

(k) To invest and deal with any of the moneys of the Company not immediately required for the purpose thereof upon such securities in such manner as may be deemed fit and from time to time to vary and realise such investments.

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

(m) To borrow or raise money or secure the payment of money in such manner and on such terms as the Company shall think fit and in particular by the issue of debentures or debenture stock whether perpetual or otherwise or upon bonds liens mortgages charges or other security and charged or not charged upon the whole or any part of the property and assets of the Company both present and future or upon bills of exchange bills of sale promissory notes or other obligations and to purchase redeem or pay off any such securities.

(n) To take on all such activities as may be necessary or convenient for the purpose of the Company or any of them.

(p) To hire and employ and dismiss managers clerks secretaries servants and workmen and to pay to them and to other persons in return for services rendered to the Company salaries wages bonuses gratuities and pensions.

- (q) To do all such acts deeds matters and things and to enter into and make such agreements as are incidental or conducive to the attainment of the objects of the Company or any of them.
- (r) To acquire by purchase or otherwise any shares stock or all or any part of the property assets liabilities and engagements of any Company Club Institution Society or Association having objects altogether or substantially similar to those of the Company.
- (s) To take over or adopt any contract or agreement not inconsistent with the terms of this Memorandum of Association made on behalf of the Company prior to the registration thereof whether expressed to be made on its behalf or not and to indemnify any person or persons for any liabilities incurred by him or them thereunder.
- (t) To purchase hire make and maintain sell let on hire and deal in all kinds of ski equipment including ski lifts and ski tows and equipment for the said sports and pastimes and vehicles horses live stock furniture implements tools machinery utensils plate glass linen books papers periodicals stationery cards games ornaments badges trophies and all other things which may be conveniently used in connection with skiing and the other sports and pastimes herein before mentioned or which may be conveniently used in connection with lodges chalets huts and other premises of the Company by persons frequenting the same.
- (u) To purchase hire maintain and operate motor vehicles airplanes or other means or transport and provide transport facilities for the servants agents members and guests of the Company or others approved by it to and from skiing mountain or other resorts in New South Wales.
- (v) To buy prepare make supply sell and deal in all kinds of foodstuffs refreshments and to manage control and conduct premises licensed under the Licensing Acts and to provide entertainment's.
- (w) To enter into any arrangements with any government quasi government of local authority or any club company or person which may seem to be conducive to the objects of the Company and to acquire or obtain from any such government or authority club company or person any charters decrees rights privileges and concessions which may be conducive to any such objects and comply with any such arrangements charters contracts decrees rights privileges and concessions.
- (x) To lend any money property or assets of the Company to any person firm or corporation for any purpose directly or indirectly incidental to the objects of the Company or the achievement thereof upon such terms and conditions as may from time to time be thought fit.
- (y) To insure and keep insured all or any of the Company's property against theft loss or damage by fire storm tempest lightning flood explosion accident earthquake perils of the sea or other risks and to insure and keep insured the Company against all claims and demands which may arise through accident negligence injury or hurt howsoever arising to any person whomsoever whether an employee of the Company or not and to insure and keep insured the Company against any other insurable risk whatsoever.

(z) To purchase hire take on lease or in exchange or otherwise acquire any lands buildings easements or other property whatsoever whether real or personal which may be requisite for the purpose of or capable of being conveniently used in connection with any of the objects of the Company.

(aa) To let on lease or on hire the whole or any part of parts of the real and personal property of the Company on such terms and for such purposes as the Company shall determine.

(ab) To accept subscriptions and donations (whether of real or personal estate) and bequests for all or any of the purposes aforesaid and to take any lawful steps by personal or written appeal public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to funds of the Company in the shape of donations annual subscriptions or otherwise and in furtherance of the objects of the Company to print and publish any newspaper periodicals books or leaflets that the Company may think desirable.

(ac) To do all such acts, deeds, matters and things and to enter into and make such agreements as are incidental or conducive to the attainment of the above objects or any of them.

AND IT IS HEREBY DECLARED that the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph be independent main objects and shall not except when the context so requires be in any wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or by the juxtaposition of any two or more objects or by an object being or being deemed a main or dominant object AND IT IS HEREBY FURTHER DECLARED that general words are not in any way to be restricted in their meaning by the use of particular words.

4. The income and property of the company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly as dividend or otherwise howsoever by way of profit to the members of the Company. Provided that nothing herein contained shall prevent the payment of interest at a rate not exceeding ten dollars per centum per annum on money borrowed from any member of the company or reasonable and proper rent for premises demised or let by any member to the Company but so that no Director of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or moneys worth shall be given by the Company to any director except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company. And payment in good faith of remuneration or any honorarium to any officers or servants of the Company or to any member of the Company (whether a Director or not) in return for or recognition of any service actually rendered in any capacity to the Company.
5. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a member and the costs charges and expenses of winding

up the same and for the adjustment of the rights of the contributors amongst themselves such amount as may be required not exceeding ten dollars (\$10.00).

6. If upon winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the members of the Company but shall be given or transferred to some other institution or institutions having objects similar to this Company 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 this Company under or by virtue of this Memorandum of Association which institution or institutions to be determined by the members of the Company at or before the time of dissolution and in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.
7. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and of the property credits and liabilities of the Company and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the regulations for the time being of the Company shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the profit and loss account and balance sheet ascertained by one or more properly qualified auditor or auditors.
8. The liability of the members is limited.
9. The registered office of the Company will be situate at Sydney or such other place in the State of New South Wales as the Directors may from time to time determine.

10. The full names addresses and occupations of the subscribers to the Memorandum of Association of the Company are as follows:-

Name, Address and Occupation

IVAN MAURO  
16A Merriman Street  
Blakehurst 2221

Consulting Engineer

VICTOR VLADIMIR LEHELDT  
294 Port Hacking Road  
Miranda 2228

Civil Engineer

IAN SCOTT MATTHEW  
22 Lachlan Street  
Revesby 2212

Accountant

WILLIAM ALEXANDER HUNT  
97 Corea Road,  
Sylvania 2224

Builder

KENNETH BRUCE COOKE  
27 Belmore Road  
Peakhurst 2210

Electrical Engineer