



THE WITTENOOM TRUST LIMITED
MEMORANDUM and ARTICLES of ASSOCIATION

incorporating Amendments to Articles
25 September, 1990 and 11 December, 1990

OUR REF:GRB:CSRL1000-199

C 3822

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

of

THE WITTENOOM TRUST LTD

- I. The name of the company is THE WITTENOOM TRUST LTD.
- II. The objects for which the company is established are:-
 - (1) To become and to act as the trustee of THE WITTENOOM TRUST and as such to execute a trust deed in a form to be agreed with CSR LIMITED.
 - (2) To accept office as trustee of and to act as trustee of and to administer any other trust fund established for any public charitable purposes in Australia.
 - (3) As incidental to the aforesaid objects to exercise any of the powers set out in the Third Schedule to the Companies Act 1961 other than those set out in clauses 13, 14, 18, 22 and 23 of that Schedule.
- III. The income and property of the company whencesoever derived shall be applied solely towards the promotion of the objects of the company as set forth in this memorandum of association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to members of the company.

PROVIDED THAT nothing herein contained shall prevent any payment contemplated by the said Trust Deed.
- IV. The liability of the members of the company is limited.
- V. Each member of the company undertakes to contribute to the assets of the company in the event of it being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the company contracted before he ceases to be a member and of the costs charges and expenses of winding up and for an adjustment of the rights of contributories among themselves such amount as may be required not exceeding ten dollars in addition to the amount (if any) unpaid on any shares held by him.
- VI. If upon the winding up or dissolution of the company there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the members of the company but shall be given or transferred to some institution or institutions having objects similar or in part similar to the objects of the company 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 paragraph III hereof, such institution or institutions to be determined by the members of the company at or before the time of dissolution, and in default thereof by such Judge of the Supreme Court of Western Australia as may have or acquire jurisdiction in the matter.

- VII. True accounts shall be kept by the company of all assets investments and moneys received by the company subject to any trusts or conditions and of all sums of money received and expended by 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 Articles of Association of the company such accounts shall be open to inspection of the members. Once at least in every year the accounts of the company shall be examined by one or more properly qualified auditor or auditors.

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

DATED this day of

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

THE WITTENOOM TRUST LTD

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

"the company" means THE WITTENOOM TRUST LTD.

"articles" means the Articles of Association for the time being of the company.

"the Act" means the "Companies Act 1961" of the State of Western Australia.

"the trust" means the trust fund to be called THE WITTENOOM TRUST to be established by the founder.

"the founder" is CSR LIMITED.

"councillor" includes an alternate councillor.

"councillors" or "the council" means the whole or any number (not being less than a quorum) of the councillors acting at a duly convened meeting of councillors.

"member" means a member for the time being of the company.

"person" includes a public authority, corporation, institution, association, club and partnership.

"auditors" mean the auditors for the time being of the company.

"seal" includes the common seal of the company.

"State" or "this State" means the State of Western Australia.

"trust deed" means the trust deed referred to in the Memorandum of Association of the company.

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

Words importing the singular include the plural and vice versa.

Words importing one gender include the other genders.

A reference to the Act or any section thereof shall be read as though the words "or any statutory modification thereof or any statutory provision substituted therefor" were added to such reference.

Any words or expressions defined in the Act shall bear the same meaning in these articles unless they are otherwise defined.

THE TRUST

2. The company shall execute the trust deed immediately after the same has been executed by the founder so as to establish the trust.

MEMBERSHIP

3. The number of members with which the company proposes to be registered is five and it is declared that thereafter the number of members shall not exceed twenty but the council may subject to Article 4 at any time register an increase of members.
4.
 - (1) The five subscribers to the memorandum of association shall be the first members.
 - (2) The council may with the consent of the founder or the General Manager or a Deputy General Manager of the founder at any time and from time to time admit any person to membership upon his agreeing to be bound by the memorandum and articles of association of the company.
5. Any person becoming a member of the company shall continue to be a member until he resigns or dies becomes bankrupt or of unsound mind or (being a corporation) is dissolved or otherwise ceases to exist or until the council terminates his membership.

RESIGNATION OF MEMBERSHIP

6. Any member may by notice in writing to the company resign his membership with immediate effect or with effect from a particular date subsequent to but not being later than six months from the service of that notice.

TERMINATION OF MEMBERSHIP

7. The membership of any member may be terminated by the council by notice in writing to that member with immediate effect or with effect from a particular date subsequent to but not being later than six months from

the service of that notice. A member who is a councillor shall cease to be a member if he ceases to be a councillor.

GENERAL MEETINGS

8. Any general meeting of the company may be called by not less than fourteen clear days' notice of meeting to members entitled to receive notices of general meetings specifying the place day and hour of the meeting and the general nature of the business PROVIDED ALWAYS that with the consent of all the members a general meeting may be called by shorter notice.
9. Neither the non-receipt of notice by any member nor the accidental omission to give notice of any general meeting to any member entitled to notice shall invalidate the proceedings at or any resolution passed at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

10. Three members present in person or by proxy or representative shall be a quorum for a general meeting.
11. The chairman of the council shall be entitled to take the chair at any general meeting but if he is not present or does not act the meeting shall appoint a chairman.
12. At any general meeting a resolution shall be decided on a show of hands unless a poll is (before or on the declaration of a show of hands) directed or demanded by :-

The chairman, or his proxy, or

Any councillor, or his proxy, or

Not less than two members present in person or by proxy or representative,
or

Members present in person or by proxy or representative and exercising not less than one-tenth of the total voting power of the company.

The chairman shall have a second or casting vote.

A declaration by the chairman that a resolution has been carried or carried by a particular majority or lost, and an entry to that effect in the book containing the minutes of the proceedings shall be conclusive evidence of the fact.

VOTES OF MEMBERS

13. At any general meeting each member present in person or by proxy or representative shall have one vote whether on a show of hands or on a poll.
14. Any member may appoint a proxy attorney or representative on his behalf to attend any general meeting and to exercise any vote which such member is entitled to exercise. A proxy or representative need not be a member of the company. The instrument appointing a proxy or representative shall be in writing and shall be in the usual common form or in such other form as the council may from time to time prescribe or as the chairman of the meeting accepts.

COUNCILLORS

15. The council shall consist of three (3) persons all of whom shall be nominated by the founder and hold office at the pleasure of the founder or until removed pursuant to Article 17.
16. A councillor shall not be paid any remuneration for his services as a councillor but shall be entitled to be paid out of the funds held by the company any payment expressly contemplated by the trust deed.

REMOVAL OF COUNCILLORS

17. The office of councillor shall ipso facto be vacated:
 - (a) if he becomes bankrupt or suspends payment or compounds with his creditors generally;
 - (b) if he is declared or found lunatic or is confined as a lunatic or becomes of unsound mind or incapable of performing his duties;
 - (c) if by notice in writing to the company he resigns his office;
 - (d) if he is removed by the person or body entitled to appoint him under these articles and notice in writing of such removal is given to the company; or
 - (e) if he becomes prohibited from being a councillor by reason of any order made under the Act or ceases to be a councillor by virtue of the Act.
18. The persons or body appointing a councillor who vacates his office as provided in Article 17 shall have the right to appoint another councillor to fill such vacancy.

PROCEEDINGS OF COUNCILLORS

19. (a) The councillors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit PROVIDED THAT they shall meet at least once every two months.
- (a)(i) The councillors may vote on any proposed resolution of the council by telephone or any other communications equipment PROVIDED THAT all persons participating are able to hear each other.
- (b) Questions arising at any meeting of the councillors shall be decided by a majority vote and in the case of an equality of votes the chairman shall have a second or casting vote.
- (c) A resolution in writing signed by all the councillors shall be as valid and effectual as if it had been passed at a meeting of councillors duly called and constituted. Any such resolution may consist of several documents in like form each signed by one or more councillors.
- (d) The quorum necessary for the transaction of business at a meeting of councillors shall be three and for the purposes of Article 19(a)(i) until otherwise determined by the company in General Meeting two councillors participating in the decision shall be a quorum.
- (e) The councillors may elect a chairman of their meetings but if no chairman is elected or if at any meeting the chairman is not present at the time appointed for holding the same the councillors present shall choose one of their number to be chairman of the meeting.
- (f) A meeting of councillors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under the regulations of the company for the time being vested in or exercisable by the councillors generally.

POWERS OF COUNCILLORS

20. (a) The affairs of the company shall be managed by the councillors who may exercise all such powers and do all such acts and things as the company is by its memorandum of association or otherwise authorised to exercise and do and are not hereby or by statute directed or required to be exercised or done by the company in general meeting but subject nevertheless to the provisions of the Act and of these presents and to any regulations not being inconsistent with these presents from time to time made by the company in general meeting but no such regulation shall invalidate any prior act of the councillors which would have been valid if such regulation had not been made.
- (b) The councillors may from time to time delegate any of their powers (other than the powers exercisable under articles 3, 4, 5 and 7) to any member or members of their body as they think fit and revoke such delegation.

CHEQUES AND OTHER NEGOTIABLE INSTRUMENTS

21. All cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for money paid to the company shall be signed drawn accepted endorsed or otherwise executed as the case may be in such manner as the councillors from time to time determine.

ACCOUNTS

22. The council shall in accordance with the Act cause true accounts to be kept of all sums of money received and expended by the company.

THE SEAL

23. The councillors shall provide for the safe custody of the seal and the seal shall never be used except by the authority of the councillors and in the presence of one councillor at the least who shall sign every instrument to which the seal is affixed and every such instrument shall be countersigned by the secretary or by a second councillor or some other person appointed by the councillors for that purpose.

INDEMNITY

24. Every councillor auditor secretary and other officer for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence default breach of duty or breach of trust.

DATED this

day of