

CORPORATIONS LAW

**COMPANY LIMITED BY
GUARANTEE**

ARTICLES OF ASSOCIATION

OF

TASBUILD LIMITED
ACN 082 066 939

CROWN SOLICITOR OF TASMANIA

TABLE OF CONTENTS

1. PRELIMINARY	1
2. MEMBERSHIP - Admission and Classes.....	4
3. MEMBERSHIP - Ceasing to be a Member.....	4
4. MEMBERSHIP - Powers of Attorney	5
5. GENERAL MEETINGS - Convening General Meeting	5
6. GENERAL MEETINGS - Notice of General Meeting	5
7. PROCEEDINGS AT GENERAL MEETINGS - Member.....	6
8. PROCEEDINGS AT GENERAL MEETINGS - Quorum	6
9. PROCEEDINGS AT GENERAL MEETINGS - Chairperson	6
10. PROCEEDINGS AT GENERAL MEETINGS - Adjournment.....	7
11. PROCEEDINGS AT GENERAL MEETINGS - Decision of Questions	7
12. PROCEEDINGS AT GENERAL MEETINGS - Taking a Poll	8
13. PROCEEDINGS AT GENERAL MEETINGS - Chairperson	8
14. PROCEEDINGS AT GENERAL MEETINGS - Offensive Material	8
15. VOTES OF MEMBERS - Entitlement to Vote	9
16. VOTES OF MEMBERS - Objections.....	9
17. VOTES OF MEMBERS - Votes by Proxy or Attorney.....	9
18. VOTES OF MEMBERS - Instrument Appointing Proxy.....	9
19. VOTES OF MEMBERS - Lodgment of Proxy or Instrument of Attorney	10
20. NUMBER OF DIRECTORS	10
21. INITIAL BOARD OF DIRECTORS AND CHAIRPERSON	10
22. APPOINTMENT AND REMOVAL OF A CLASS DIRECTORS.....	11
23. APPOINTMENT AND REMOVAL OF B CLASS DIRECTORS.....	12
24. APPOINTMENT AND REMOVAL OF C CLASS DIRECTORS.....	14
25. DIRECTORS FEES, REMUNERATION AND EXPENSES.....	16
26. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS	15
27. RETIREMENT AND REMOVAL OF DIRECTORS.....	15
28. REMOVAL OF DIRECTORS - Vacation of Office	15
29. POWERS AND DUTIES OF DIRECTORS	16
30. PROCEEDINGS OF DIRECTORS - Directors' Meetings.....	16
31. PROCEEDINGS OF DIRECTORS - Decision of Questions.....	17
31. PROCEEDINGS OF DIRECTORS - Directors' Interests	17
33. PROCEEDINGS OF DIRECTORS - Remaining Directors	18
34. PROCEEDINGS OF DIRECTORS - Chairperson.....	18
35. PROCEEDINGS OF DIRECTORS - Directors' Committees	18
36. PROCEEDINGS OF DIRECTORS - Written Resolutions	18
37. PROCEEDINGS OF DIRECTORS - Validity of Acts of Directors.....	19
38. PROCEEDINGS OF DIRECTORS - Minutes and Registers.....	20
39. LOCAL MANAGEMENT - Local Management.....	20
40. LOCAL MANAGEMENT - Appointment of Attorneys and Agents	20
41. CHIEF EXECUTIVE OFFICER AND SECRETARY	21
42. SEALS - Common Seal.....	22
43. SEALS - Official Seal	23
44. INSPECTION OF RECORDS	23
45. NOTICES - Service of Notices	23
46. NOTICES - Persons Entitled to Notice.....	24
47. AUDIT AND ACCOUNTS.....	24
48. WINDING UP	24
49. INDEMNITY AND INSURANCE.....	24
50. AMENDMENT	25

CORPORATIONS LAW
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
TASBUILD LIMITED
ACN 082 066 939

1. PRELIMINARY

1.1 In these Articles, the following words and expressions have the meanings indicated unless the context requires otherwise.

'A Class Directors' means the Directors appointed under **Articles 21 or 22.2** or elected under **Article 22.1** and **'A Class Director'** means any one of them;

'A Class Member' means a member under **Article 2.2(a)**;

'Act' means the *Construction Industry (Long Service) Act 1997*;

'Alternate Director' means a person appointed as an alternate director under **Article 26**;

'AMWU' means the Australian Manufacturing Workers Union or its successor;

'Articles' means the articles of association of the Company as amended from time to time;

'Auditor' means the Company's auditor;

'Award' has the meaning given from time to time in the Rules;

'B Class Directors' means the Directors appointed under **Articles 21 or 23.2**, or elected under **Article 23.1** and **'B Class Director'** means any one of them;

'B Class Member' means a member under **Article 2.2(b)**;

'Board' means the board of directors;

'BISCO' means the Building Industry Specialist Contractors Organisation or its successor;

'C Class Director' means the Directors appointed under **Articles 21 or 24.3**, or elected under **Article 24.1**;

'C Class Member' means a member under **Article 2.2(c)**;

CEPU means Communications, Electrical and Plumbing Union Tasmania or its successor;

'C.F.M & E.U' means the Construction, Forestry, Mining and Energy Union;

'Chairperson' means the Director appointed under **Article 21.1(g)** and includes any Director appointed under **Article 20(c)**;

'chairperson of the meeting' means a Director or Member elected as a chairperson of the meeting other than the C Class Director or C Class Member appointed as Chairperson and includes Deputy Chairperson;

'Company' means TASBUILD LIMITED;

'Construction Industry' has the meaning given from time to time in the Rules;

'Chief Executive Officer' means the Chief Executive Officer appointed under **Article 41**;

'Director' means any person occupying the position of director of the Company and, where appropriate, includes an Alternate Director;

'Directors' means all or some of the Directors acting as a board;

'Effective Date' means the day that the Act is proclaimed;

'Employer' has the meaning given from time to time in the Rules;

'Fund' means the Construction Industry (Long Service) Fund which is to be established under the Trust Deed;

'MBA' means the Master Builders' Association of Tasmania Inc or its successor;

'Member' means a member under **Article 2**;

'Memorandum' means the Company's memorandum of association as amended from time to time;

'Minister' means:

- (a) at any time prior to the Effective Date, the Minister of the Tasmanian Government who is allocated responsibility for the *Long Service Leave (Construction Industry) Act 1971*; and
- (b) as from and including the Effective Date, the Minister of the Tasmanian Government who is allocated responsibility for the Act;

'Prescribed' has the meaning given from time to time in the Rules;

'Office' means the Company's registered office;

'Register' means the register of Members of the Company;

'Registered Address' means the last known address of a Member as noted in the Register;

'Rules' means the rules of the Fund contained in Schedule 2 to the Trust Deed, as amended from time to time;

'Seal' means the Company's common seal;

'Secretary' means any person appointed by the Directors under **Article 41** to perform any of the duties of a secretary of the Company;

'Special Resolution' means:

- (a) in relation to the Directors, a resolution approved (in writing on a show of hands or by a poll) by not less than 5 out of 6 of the A Class Directors and B Class Directors; and
- (b) in relation to the Members, a resolution approved (in writing on a show of hands or by a poll) by not less than 5 out of 6 of the A Class Members and B Class Members.

'TCCI' means the Tasmanian Chamber of Commerce and Industry Ltd. or its successor;

'Trust Deed' means the trust deed to be executed by the Company (as 'Trustee') which establishes the Fund in the form of Schedule 2 to these Articles;

1.2 In these Articles, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) words importing persons include corporations, and organisations whether incorporated or not;
- (d) subject to these Articles, words and expressions defined in the *Corporations Law* have, unless the contrary intention appears, the same meaning in these Articles;
- (e) subject to these Articles, words and expressions defined in the Rules have, unless the contrary intention appears, the same meaning in these Articles; and
- (f) headings are for ease of reference only and do not affect the construction of these Articles.

1.3 The Chairperson may be referred to as 'Chairman' or 'Chairwoman', as the case requires.

1.4 The Company is established for the purposes set out in the Memorandum.

2. MEMBERSHIP - Admission and Classes

2.1 The number of Members with which the Company proposes to be registered is seven.

2.2 The membership of the Company is divided into three classes:

- (a) A Class Members;
- (b) B Class Members; and
- (c) a C Class Member.

2.3 The initial Members of the Company will be the subscribers to the Memorandum.

2.4 A person will become a Member of the Company when that person becomes a Director of the Company.

- 2.5
- (a) Each A Class Director (including each such Director referred to in **Article 21.2**) will be designated as an A Class Member;
 - (b) Each B Class Director (including each such Director referred to in **Article 21.3**) will be designated as a B Class Member; and
 - (c) The C Class Director (including the Director referred to in **Article 21.4**) will be designated as the C Class Member.

2.6 The rights and privileges of every Member will be personal to each Member and will not be transferable by the Member's own act or by operation of law.

3. MEMBERSHIP - Ceasing to be a Member

3.1 A Member's membership of the Company will cease when the Member ceases to be a Director of the Company.

3.2 Any Member ceasing to be a Member will remain liable for and will pay to the Company all moneys which were due at the date of ceasing to be a Member.

4. MEMBERSHIP - Powers of Attorney

- 4.1 If a Member executes or proposes to execute any document or do any act by or through an attorney, that Member must deliver the instrument appointing the Attorney to the Company for notation.
- 4.2 If the Company asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.
- 4.3 The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

5. GENERAL MEETINGS - Convening General Meeting

- 5.1 The Directors may, at any time, convene a general meeting.
- 5.2 A Member:
- (a) may only requisition the Directors to convene a general meeting in accordance with section 246 of the *Corporations Law*; and
 - (b) may not convene or join in convening a general meeting except under section 247 of the *Corporations Law*.

6. GENERAL MEETINGS - Notice of General Meeting

- 6.1
- (a) At least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting at which a special resolution will be considered.
 - (b) At least 14 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of all other general meetings.
- 6.2 A notice convening a general meeting must:
- (a) specify the place, date and hour of the meeting; and
 - (b) state the general nature of the business to be transacted at the meeting.
- 6.3 A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:
- (a) the consideration of accounts and the reports of the directors and auditors; or
 - (b) the appointment and fixing of the remuneration of the Auditor.

- 6.4 (a) The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting convened as the result of a requisition under **Article 5.2**).
- (b) The Directors must give notice of the postponement or cancellation to all persons entitled to receive notices from the Company.
- 6.5 The failure or accidental omission to send a notice of a general meeting or the postponement of a general meeting to any Member or the non-receipt of a notice by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

7. **PROCEEDINGS AT GENERAL MEETINGS - Member**

In **Articles 8, 9, 11 and 15**, 'Member' means a Member present in person or by proxy or attorney.

8. **PROCEEDINGS AT GENERAL MEETINGS - Quorum**

- 8.1 No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.
- 8.2 A quorum is four Members.
- 8.3 If a quorum is not present within 30 minutes after the time appointed for a meeting:
- (a) if the meeting was convened on the requisition of Members, it is automatically dissolved; or
- (b) in any other case:
- (i) it will stand adjourned to the same time and place 7 days after the meeting, or to another day, time and place determined by the Directors; and
- (ii) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting will be dissolved.

9. **PROCEEDINGS AT GENERAL MEETINGS - Chairperson**

- 9.1 Subject to **Article 9.2** the Chairperson, or in the Chairperson's absence the Deputy Chairperson, of Directors' meetings will be the chairperson at every general meeting.

- 9.2 If:
- (a) there is no Chairperson or Deputy Chairperson;
 - (b) neither the Chairperson nor Deputy Chairperson is present within 15 minutes after the time appointed for holding the meeting;
 - (c) neither the Chairperson nor Deputy Chairperson are willing to act as chairperson of the meeting,
 - (d) the Members may elect one of the Members present as chairperson of the meeting.
- 9.3 If there is a dispute at a general meeting about a question of procedure, the chairperson of the meeting may determine the question.

10. PROCEEDINGS AT GENERAL MEETINGS - Adjournment

- 10.1 The Chairperson or chairperson of a meeting at which a quorum is present:
- (a) in his or her discretion may adjourn a meeting with the meeting's consent; and
 - (b) must adjourn a meeting if the meeting directs him or her to do so.
- 10.2 An adjourned meeting may take place at a different venue to the initial meeting.
- 10.3 The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.
- 10.4 Notice of an adjourned meeting must only be given in accordance with **Article 6.1** if a general meeting has been adjourned for more than 21 days.

11. PROCEEDINGS AT GENERAL MEETINGS - Decision of Questions

- 11.1 Subject to **Article 50** and the *Corporations Law* in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 11.2 A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded, before or on the declaration of the result of the show of hands, by:
- (a) the chairperson of the meeting; or
 - (b) at least three Members who have the right to vote at the meeting.

11.3 Unless a poll is demanded:

- (a) a declaration by the chairperson of the meeting that a resolution has been carried, carried by a specified majority, or lost; and
- (b) an entry to that effect in the minutes of the meeting,

are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.

11.4 The demand for a poll may be withdrawn.

12. PROCEEDINGS AT GENERAL MEETINGS - Taking a Poll

12.1 A poll will be taken when and in the manner that the Chairperson or chairperson of the meeting directs.

12.2 The result of the poll will be a resolution of the meeting at which the poll was demanded.

12.3 The Chairperson or chairperson of the meeting may determine any dispute about the admission or rejection of a vote.

12.4 The determination of the Chairperson or chairperson of the meeting, if made in good faith, will be final and conclusive.

12.5 A poll demanded on the election of the Chairperson or chairperson of the meeting or the adjournment of a meeting must be taken immediately.

12.6 After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

13. PROCEEDINGS AT GENERAL MEETINGS - Chairperson

Subject to these Articles the person who is a C Class Member and Chairperson is not entitled to a vote at a general meeting .

14. PROCEEDINGS AT GENERAL MEETINGS - Offensive Material

A person may be refused admission to, or required to leave and not return to, a meeting if the person:

- (a) refuses to permit examination of any article in the person's possession; or
- (b) is in possession of any:
 - (i) electronic or recording device;

- (ii) placard or banner; or
- (iii) other article,

which the Chairperson or chairperson of the meeting considers to be dangerous, offensive or liable to cause disruption.

15. VOTES OF MEMBERS - Entitlement to Vote

Subject to **Article 13** a Member entitled to vote has one vote.

16. VOTES OF MEMBERS - Objections

- 16.1 An objection to the qualification of a voter may only be raised at the meeting or adjourned meeting at which the voter tendered its vote.
- 16.2 An objection must be referred to the Chairperson or chairperson of the meeting, whose decision is final.
- 16.3 A vote which the Chairperson or chairperson of the meeting does not disallow because of an objection is valid for all purposes.

17. VOTES OF MEMBERS - Votes by Proxy or Attorney

- 17.1 If a Member appoints a proxy or attorney, that proxy or attorney may vote on a show of hands.
- 17.2 A proxy or attorney may demand or join in demanding a poll.

18. VOTES OF MEMBERS - Instrument Appointing Proxy

- 18.1 A natural person may appoint a proxy by a written appointment signed by the appointor or the appointor's attorney.
- 18.2 A proxy need not be a Member.
- 18.3
 - (a) An appointment of a proxy must be in a form approved by the Directors.
 - (b) Schedule 1 sets out a form which will be deemed to be approved by the Directors unless they resolve to use a different form.
- 18.4 A proxy may vote or abstain as he or she chooses except to the extent that an appointment of the proxy indicates the manner in which the proxy will vote on any resolution. The proxy must vote or abstain on a poll or show of hands in accordance with any instructions on the appointment.
- 18.5 A proxy's appointment is valid at an adjourned meeting.

19. VOTES OF MEMBERS - Lodgment of Proxy or Instrument of Attorney

- 19.1 The written appointment of a proxy or instrument of attorney must be deposited at the Office, or another address nominated by the Company, not less than 48 hours before:
- (a) the time for holding the meeting or adjourned meeting at which the appointee proposes to vote; or
 - (b) the taking of a poll on which the appointee proposes to vote.
- 19.2 If the appointment purports to be executed under a power of attorney or other authority, then the original document, or an office copy or a notarially certified copy of it, must be deposited with the appointment.

20. NUMBER OF DIRECTORS

The Company will have 7 Directors of whom, subject to **Article 21**:

- (a) three will be persons appointed as A Class Directors pursuant to **Article 22** of whom:
 - (i) one will be nominated in writing by the TCCI;
 - (ii) one will be nominated in writing by the MBA; and
 - (iii) one will be nominated in writing by the BISCO;
- (b) three will be persons appointed as B Class Directors pursuant to **Article 23** of whom:
 - (i) one will be nominated in writing by the CEPU;
 - (ii) one will be nominated in writing by the AMWU;
 - (iii) one will be nominated in writing by the C.F.M. & E. U.
- (c) one will be a person appointed as a C Class Director by four of the A Class Directors and B Class Directors (acting, for this purpose, as a single class of Directors) in accordance with **Article 24**, who will be appointed the Chairperson.

21. INITIAL BOARD OF DIRECTORS AND CHAIRPERSON

- 21.1 The initial Board will be:
- (a) Timothy John Abey of 93 East Derwent Highway, Lindisfarne 7015;
 - (b) Desmond Harold Hodgman of 54 Coolamon Road, Tarooma 7053;

- (c) Michael Raymond Shepperd of 7 Delta Avenue Taroona 7053;
- (d) David Hampton Harding of 34 Balamara Street, Bellerive 7018;
- (e) Lynne West Fitzgerald of 149 Campbell Street, Hobart 7000;
- (f) Branko Alexander Bukarica, 33A New Town Road, New Town 7008;
- (g) David Anthony Louez of 5 Avoca Street, Lindisfarne 7015;

21.2 The Directors appointed under **Articles 21.1(a), (b) and (c)** will be A Class Directors.

21.3 The Directors appointed under **Articles 21.1(d), (e) and (f)** will be B Class Directors.

21.4 The Director appointed under **Articles 21.1(g)** will be the C Class Director.

21.5 The Director appointed under **Article 21.1(g)** will, whilst that person is a Director, be the Chairperson.

22. APPOINTMENT AND REMOVAL OF A CLASS DIRECTORS

22.1 Except for the A Class Director appointed under **Article 21.1(a)** the A Class Director will be deemed to be appointed upon the written nomination referred to in **Article 20(a)(i)** being received at the Office.

22.2 If at any time not less than 4 Directors (including not less than two A Class Directors) notify the TCCI in writing that they have lost confidence in the ability of the A Class Director nominated and appointed pursuant to **Articles 20(a)(i) and 22.1** or the initial A Class Director named in **Article 21.1(a)** to properly carry out his or her duties, the TCCI will remove that person by notice in writing to that person and to the Board. If at any time the A Class Director nominated and appointed under **Articles 20(a)(i) and 22.1** or the initial A Class Director named in **Article 21.1(a)** for any reason ceases to be or to act as a Director the TCCI may appoint another person to be an A Class Director in his or her place. TCCI may remove the A Class Director nominated and appointed under **Article 20(a)(i) and 22.1** or the initial A Class Director named in **Article 21.1(a)**.

22.3 Except for the A Class Director appointed under **Article 21.1(b)** the A Class Director will be deemed to be elected upon the written nomination referred to in **Article 20(a)(ii)** being received at the Office.

22.4 If at any time not less than 4 Directors (including not less than two A Class Directors) notify the MBA in writing that they have lost confidence in the ability of the A Class Director nominated and appointed pursuant to **Articles 20(a)(ii) and 22.3** or the initial A Class Director named in **Article 21.1(b)** to properly carry out his or her duties, the MBA will remove that person by notice in writing to that person and to the Board. If at any time the A Class Director nominated and appointed under **Articles 20(a)(ii) and 22.3** or the initial A Class Director named in **Article 21.1(b)** for any reason ceases to be or to act as a Director the MBA may appoint another person to be an A Class Director in his or her place. The MBA may remove the A Class

Director nominated and appointed under **Article 20(a)(ii) and 22.3** or the initial A Class Director named in **Article 21.1(b)**.

- 22.5 Except for the A Class Director appointed under **Article 21.1(c)** the A Class Director will be deemed to be elected upon the written nomination referred to in **Article 20(a)(iii)** being received at the Office.
- 22.6 If at any time not less than 4 Directors (including not less than two A Class Directors) notify BISCO in writing that they have lost confidence in the ability of the A Class Director nominated and appointed pursuant to **Articles 20(a)(iii) and 22.5** or the initial A Class Director named in **Article 21.1(c)** to properly carry out his duties, BISCO will remove that person by notice in writing to that person and to the Board. If at any time the A Class Director nominated and appointed under **Articles 20(a)(iii) and 22.5** or the initial A Class Director named in **Article 21.1(c)** for any reason ceases to be or to act as a Director BISCO may appoint another person to be an A Class Director in his or her place. BISCO may remove the A Class Director nominated and appointed under **Article 20(a)(iii) and 22.5** or the initial A Class Director named in **Article 21.1(c)**.
- 22.7 Any A Class Director appointed to fill a casual vacancy on the Board under **Article 22.2, 22.4 or 22.6** will be appointed (subject to **Articles 22.2, 22.4 or 22.6** respectively) for a term which expires on the last day of the term of the Director whose retirement or removal first caused the casual vacancy, and will be eligible for re-election at that date.
- 22.8 Every appointment and removal of an A Class Director under this **Article 22** takes effect when the written notice of the appointment or removal is received at the Office and, in the case of appointment of an A Class Director whose written consent has not previously been received, when his or her written consent to act as a Director is similarly received.
- 22.9 Subject to these Articles each A Class Director will hold office for a term of four years, or unless he or she retires, or is removed, or unless he or she dies, or unless his or her office is vacated under **Article 28**. An A Class Director will be eligible for re-appointment at the expiry of his or her term.
- 22.10 Subject to **Articles 22 and 28** the A Class Directors appointed under **Article 21.1(a), (b) and (c)** will hold office for four years from the date of incorporation of the Company and will be eligible for re-appointment or re-election at the expiry of his or her term.
- 22.11 Subject to **Articles 22 and 28**, the A Class Director appointed pursuant to **Articles 20 (a) (i), 22.1 and if relevant 22.2**, and whose term commenced at the end of four years from the date of incorporation of the Company, will hold office until 20th April 2004 and will be eligible for re-election at the expiry of that term.

23. APPOINTMENT AND REMOVAL OF B CLASS DIRECTORS

- 23.1 Except for the B Class Director appointed under **Article 21.1(e)** the B Class Director will be deemed to be appointed upon the written nomination referred to in **Article 20(b)(i)** being received at the Office.
- 23.2 If at any time not less than 4 Directors (including not less than two A Class Directors) notify the CEPU in writing that they have lost confidence in the ability of the B Class Director nominated and appointed pursuant to **Articles 20(b)(i) and 23.1** or the initial B Class Director named in

- Article 21.1(e)** to properly carry out his or her duties, the CEPU will remove that person by notice in writing to that person and to the Board. If at any time the B Class Director nominated and appointed under **Articles 20(b)(i) and 23.1** or the initial B Class Director named in **Article 21.1(e)** for any reason ceases to be or to act as a Director the CEPU may appoint another person to be a B Class Director in his or her place. CEPU may remove the B Class Director nominated and appointed under **Article 20(b)(i) and 23.1** or the initial B Class Director named in **Article 21.1(e)**.
- 23.3 Except for the B Class Director appointed under **Article 21.1(d)** the B Class Director will be deemed to be elected upon the written nomination referred to in **Article 20(b)(ii)** being received at the Office.
- 23.4 If at any time not less than 4 Directors (including not less than two A Class Directors) notify the AMWU in writing that they have lost confidence in the ability of the B Class Director nominated and appointed pursuant to **Articles 20(b)(ii) and 23.3** or the initial B Class Director named in **Article 21.1(d)** to properly carry out his or her duties, the AMWU will remove that person by notice in writing to that person and to the Board. If at any time the B Class Director nominated and appointed under **Articles 20(b)(ii) and 23.3** or the initial B Class Director named in **Article 21.1(d)** for any reason ceases to be or to act as a Director the AMWU may appoint another person to be a B Class Director in his or her place. The AMWU may remove the B Class Director nominated and appointed under **Article 20(b)(ii) and 23.3** or the initial B Class Director named in **Article 21.1(d)**.
- 23.5 Except for the B Class Director appointed under **Article 21.1(f)** the B Class Director will be deemed to be elected upon the written nomination referred to in **Article 20(b)(iii)** being received at the Office.
- 23.6 If at any time not less than 4 Directors (including not less than two B Class Directors) notify C.F.M. & E.U in writing that they have lost confidence in the ability of the B Class Director nominated and appointed pursuant to **Articles 20(b)(iii) and 23.5** or the initial B Class Director named in **Article 21.1(f)** to properly carry out his duties, C.F.M. & E.U will remove that person by notice in writing to that person and to the Board. If at any time the B Class Director nominated and appointed under **Articles 20(b)(iii) and 23.5** or the initial B Class Director named in **Article 21.1(f)** for any reason ceases to be or to act as a Director C.F.M. & E.U may appoint another person to be an B Class Director in his or her place. C.F.M.& E.U may remove the B Class Director nominated and appointed under **Article 20(b)(iii) and 23.5** or the initial B Class Director named in **Article 21.1(f)**.
- 23.7 Any B Class Director appointed to fill a casual vacancy on the Board under **Article 23.2, 23.4 or 23.6** will be appointed (subject to **Articles 23.2, 23.4 or 23.6** respectively) for a term which expires on the last day of the term of the Director whose retirement or removal first caused the casual vacancy, and will be eligible for re-election at that date.
- 23.8 Every appointment and removal of a B Class Director under this **Article 23** takes effect when the written notice of the appointment or removal is received at the Office and, in the case of appointment of an B Class Director whose written consent has not previously been received, when his or her written consent to act as a Director is similarly received.
- 23.9 Subject to these Articles each B Class Director will hold office for a term of four years, or unless he or she retires, or is removed, or unless he or she dies, or unless his or her office is vacated

under **Article 28**. A B Class Director will be eligible for re-appointment at the expiry of his or her term.

- 23.10 Subject to **Articles 23 and 28** the B Class Directors appointed under **Article 21.1(d), (e) and (f)** will hold office for four years from the date of incorporation of the Company and will be eligible for re-appointment or re-election at the expiry of his or her term.
- 23.11 Subject to **Articles 23 and 28**, the B Class Directors appointed pursuant to **Articles 20 (b) (i) and (ii), 23.1 and 23.3 and if relevant 23.3 and 23.4** and whose term commenced at the end of four years from the date of incorporation of the Company, will hold office until 20th April 2004 and will be eligible for re-election at the expiry of that term.

24. APPOINTMENT AND REMOVAL OF C CLASS DIRECTORS

- 24.1 Except for the C Class Director appointed under **Article 21**, the A Class Directors and the B Class Directors (acting, for this purpose, as a single class of Directors) may by resolution in writing signed by not less than four such Directors appoint the C Class Director under **Article 20(c)**, and are entitled to appoint another person to be the C Class Director in his or her place if at any time the C Class Director (including the C Class Director appointed under **Article 21(g)**) for any reason ceases to be or to act as a Director. The appointment must be in accordance with **Articles 20(c) and 24**.
- 24.2 If at any time the Directors decide by resolution in writing signed by not less than four Directors that they have lost confidence in the ability of the C Class Director to properly carry out his or her duties, the C Class Director will cease to be a Director.
- 24.3 A person may be appointed in accordance with **Article 24.1** as a C Class Director to fill a casual vacancy on the Board. Any C Class Director appointed to fill a casual vacancy on the Board will be appointed (subject to **Articles 24.2**) for a term which expires on the last day of the term of the Director whose retirement or removal first caused the casual vacancy and will be eligible for re-election at that date.
- 24.4 Every appointment and removal of a C Class Director under this **Article 24** takes effect when the written notice of the appointment or removal is received at the Office and, in the case of appointment of a C Class Director whose written consent has not previously been received, when his or her written consent to act as a Director is similarly received.
- 24.5 Subject to **Articles 24.2 and 24.6** each C Class Director will hold office for a term of four years, or unless he or she retires, or is removed, or unless he or she dies, or unless his or her office is vacated under **Article 28**. A C Class Director will be eligible for re-appointment or re-election at the expiry of his or her term.
- 24.6 Subject to **Articles 24.2 and 28** the C Class Director appointed under **Article 21.1(g)** will hold office for four years from the date of incorporation of the Company, and will be eligible for re-election at the expiry of his or her term.

25. DIRECTORS FEES, REMUNERATION AND EXPENSES

Each Director may be paid such fees, allowances and expenses as are permitted under Clause 5 of the Memorandum of Association.

26. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

26.1 A Director may by notice in writing to the Board appoint an Alternate Director (whether a Member or not) to act:

- (a) in any case where the Director is unable to act; or
- (b) during any vacancy in the office of the Director until the expiration of three months after it occurs,

and any such Alternate Director will have all the powers of the Director in place of whom he or she acts and is entitled when he or she so acts to receive such fees, allowances and expenses as are authorised to be paid to Directors under Clause 5 of the Memorandum of Association provided that a person does not by virtue of being appointed as an Alternate Director become a Member or have any of the powers which the Director in place of whom he or she acts has which are powers exercisable by that Director as a Member rather than as a Director.

26.2 The provisions of **Articles 22, 23 and 24** with any necessary modifications apply to and in relation to the Alternate Directors appointed by an A Class Director, B Class Director and the C Class Director, respectively.

27. RETIREMENT AND REMOVAL OF DIRECTORS

27.1 A Director may retire by notice in writing to the Board.

27.2 The retirement or removal of a Director also effects the retirement or removal of any Alternate Director appointed in respect of such Director (and only in respect of such Director.)

27.3 A retired or retiring Director is eligible for re-appointment or re-election (as the case may be).

28. REMOVAL OF DIRECTORS - Vacation of Office

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

- (a) is prohibited by the *Corporations Law* from continuing as a Director;
- (b) becomes bankrupt or makes any general arrangement or composition with his or her creditors;
- (c) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health;
- (d) retires by notice in writing to the Board;
- (e) is absent from Directors' meetings for three consecutive meetings without leave of absence from the other Directors;

- (f) holds any office of profit under the Company (other than the office of a Director, Chairperson or Chief Executive Officer); or
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Law.

29. POWERS AND DUTIES OF DIRECTORS

- 29.1 The business of the Company is managed by the Directors who may exercise all powers of the Company that these Articles and the Corporations Law do not require to be exercised by the Company in general meeting.
- 29.2 Without limiting the generality of **Article 29.1**, the Directors may exercise all the powers of the Company to:
- (a) borrow money;
 - (b) charge any property or business of the Company; and
 - (c) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
- 29.3 All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two Directors or in such other manner as the Directors determine.

30. PROCEEDINGS OF DIRECTORS - Directors' Meetings

- 30.1 (a) The Chairperson, or any two Directors may at any time convene a Directors' meeting.
- (b) A Directors' meeting must be convened by not less than 48 hours written notice of a meeting to each Director and each Director's alternate.
- 30.2 It is not necessary to give notice of a meeting of the Directors to a Director whom the Secretary, when giving notice to the other Directors, reasonably believes to be outside Australia.
- 30.3 (a) A Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.
- (b) The Directors need not all be physically present in the same place for a Directors' meeting to be held.

(c) Subject to **Article 32.1**, a Director who participates in a meeting held in accordance with these articles is taken to be present and entitled to vote at the meeting.

30.4 **Article 30.3** applies to meetings of Directors' committees pursuant to **Article 35** as if all committee members were Directors.

30.5 The Directors may meet together, adjourn and regulate their meetings as they think fit.

30.6 A quorum is four members of the Board.

31. PROCEEDINGS OF DIRECTORS - Decision of Questions

31.1 Subject to these Articles, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting.

31.2 The chairperson of a meeting does not have a casting vote in addition to his or her deliberative vote.

31.3 (a) An Alternate Director has one vote for each Director for whom he or she is an alternate.

(b) If the Alternate Director is a Director, he or she also has a vote as a Director.

31.4 Subject to these **Articles 16.2** the person appointed as a C Class Director and who holds the position of Chairperson is not entitled to a vote at Board meetings.

32. PROCEEDINGS OF DIRECTORS - Directors' Interests

32.1 Every Director who has a material personal interest in a matter that is to be considered at a Directors' meeting:

(a) must not vote on the matter or be present while the matter is being considered at the Directors' meeting; and

(b) will not be counted in a quorum in relation to that matter, if to do so would be contrary to the Corporations Law.

32.2 Each Director must disclose to the Company any material personal interest in a matter before the Board and, in the case of a contract, provide the Company with the names of the parties to the contract, particulars of the contract and the Director's interest in the contract. Failure by a Director to disclose under this article will not render void or voidable a contract in which the Director has a material personal interest.

32.3 A Director may attest the affixing of the Seal to any document relating to a contract or arrangement or proposed contract or arrangement in which the Director has a material personal interest.

33. PROCEEDINGS OF DIRECTORS - Remaining Directors

- 33.1 The Directors may act even if there are vacancies on the board.
- 33.2 If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:
- (a) appoint a Director; or
 - (b) convene a general meeting.

34. PROCEEDINGS OF DIRECTORS - Chairperson

- 34.1 If no Chairperson has been appointed or if the Chairperson is not present at any Directors' meeting within ten minutes after the time appointed for the meeting to begin, the Directors present must elect a Director to be chairperson of the meeting.
- 34.2 The Chairperson may nominate a Director as Deputy Chairperson to act as chairperson at any Directors' meeting in the Chairperson's absence.

35. PROCEEDINGS OF DIRECTORS - Directors' Committees

- 35.1 (a) The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as a board, to a committee or committees.
- (b) The Directors may at any time revoke any delegation of power to a committee.
- 35.2 A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is deemed to have been exercised by the Directors.
- 35.3 A committee may be authorised to sub-delegate all or any of the powers for the time being vested in it.
- 35.4 Meetings of any committee will be governed by the provisions of these Articles which deal with Directors' meetings so far as they are applicable and are not inconsistent with any directions of the Directors.
- 35.5 The Board may form a Finance Committee, an Audit Committee or any other Committee. Any Committee established by the Board will comprise the Chairperson, at least one A Class Director, at least one B Class Director and no more than one other Director appointed by a majority of the Directors.

36. PROCEEDINGS OF DIRECTORS - Written Resolutions

- 36.1 If all the Directors who are eligible to vote on a resolution have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a

resolution in those terms is deemed to have been passed at a Directors' meeting held on the day on which the document was last signed by a Director.

- 36.2 For the purposes of **Article 36.1**, two or more identical documents, each of which is signed by one or more Directors, together constitute one document signed by those Directors on the days on which they signed the separate documents.
- 36.3 Any document referred to in this Article may be in the form of a telex or facsimile transmission.
- 36.4 The minutes of Directors' meetings must record that a meeting was held in accordance with this **Article 36**.
- 36.5 This Article applies to meetings of Directors' committees as if all members of the committee were Directors.

37. PROCEEDINGS OF DIRECTORS - Validity of acts of Directors

If it is discovered that:

- (a) there was a defect in the appointment of a person as a Director, Alternate Director or member of a Directors' committee; or
- (b) a person appointed to one of those positions was disqualified,

all acts of the Directors or the Directors' committee or the Company in general meeting before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

38. PROCEEDINGS OF DIRECTORS - Minutes and Registers

- 38.1 The Directors must cause minutes to be made of:
- (a) the names of the Directors present at all general meetings, Directors' meetings and meetings of Directors' committees;
 - (b) all proceedings of general meetings, Directors' meetings and meetings of Directors' committees;
 - (c) all appointments of officers;
 - (d) all orders made by the Directors and Directors' committees; and
 - (e) all disclosures of interests made pursuant to **Article 32**.
- 38.2 Minutes must be signed by the Chairperson of the meeting or by the Chairperson of the next meeting of the relevant body.
- 38.3 The Company must keep all registers required by these Articles and the *Corporations Law*.

39. LOCAL MANAGEMENT - Local Management

- 39.1 The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.
- 39.2 Without limiting **Article 39.1** the Directors may:
- (a) establish local boards or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local boards or agencies; and
 - (b) delegate to any person appointed under paragraph (a) any of the powers, authorities and discretions which may be exercised by the Directors under these Articles,
 - (c) on any terms and subject to any conditions determined by the Directors.
- 39.3 The Directors may at any time revoke or vary any delegation under this **Article 39**.

40. LOCAL MANAGEMENT - Appointment of Attorneys and Agents

- 40.1 The Directors may from time to time by resolution or power of attorney under the Seal appoint any person to be the attorney or agent of the Company:
- (a) for the purposes;
 - (b) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under these Articles);

- (c) for the period; and
- (d) subject to the conditions,
determined by the Directors.

40.2 An appointment by the Directors of an attorney or agent of the Company may be made in favour of:

- (a) any member of any local board established under these Articles;
- (b) any company;
- (c) the members, directors, nominees or managers of any company or firm; or
- (d) any fluctuating body of persons whether nominated directly or indirectly by the Directors.

40.3 A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.

40.4 The Directors may appoint attorneys or agents by telex, facsimile transmission, telegraph or cable to act for and on behalf of the Company.

40.5 An attorney or agent appointed under this **Article 40** may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

41. CHIEF EXECUTIVE OFFICER AND SECRETARY

41.1 Chief Executive Officer

- (a) The initial Chief Executive Officer shall be the Director appointed as the C Class Director under **Article 21.1(g)**.
- (b) The Directors will appoint a person who will act as Chief Executive Officer except for the Chief Executive Officer appointed under **Article 41.1(a)**.

41.2 Secretary

- (a) The Directors will appoint a person as Secretary.
- (b) With the approval of the Directors the Secretary may delegate all or any of the duties of Secretary to any other person and may appoint Assistant Secretaries all of whom in the reasonable opinion of the Chief Executive Officer is suitably qualified to act as an Assistant Secretary.

41.3 Provisions applicable to Chief Executive Officer and Secretary

- (a) The appointment of the Chief Executive Officer or Secretary may be for such period, at such remuneration and upon such conditions as the Directors think fit.
- (b) Except for the Chief Executive Officer appointed under **Article 41.1(a)** and subject to the terms of any agreement entered into between the Company and the Chief Executive Officer, the Chief Executive Officer and the Secretary may be removed or dismissed by the Directors at any time, with or without cause.
- (c) The Directors may:
 - (i) confer on the Chief Executive Officer or Secretary such powers, discretions and duties (including any powers, discretions and duties vested in or exercisable by the Directors) as they think fit;
 - (ii) withdraw, suspend or vary any of the powers, discretions and duties conferred on the Chief Executive Officer or Secretary; and
 - (iii) authorise the Chief Executive Officer or Secretary to delegate all or any of the powers, discretions and duties conferred on the Chief Executive Officer or Secretary.

41.4 **Validity of acts of Chief Executive Officer or Secretary**

All acts done by any person acting as an executive officer or secretary are, even if it is discovered afterwards that there was a defect in the person's appointment as an executive officer or secretary or that the person was disqualified to be an executive officer or secretary, as valid as if the person had been duly appointed as, and was qualified to be, an executive officer or secretary.

42. **SEALS - Common Seal**

- 42.1 The Directors must provide for the safe custody of the Seal.
- 42.2 The Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal.
- 42.3 Every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors to countersign the document.

43. SEALS - Official Seal

- 43.1 The Company may have one or more official seals for use outside the State or Territory where the Seal is kept.
- 43.2 Each official seal must be a facsimile of the Seal with the addition on its face of the name of every place where it may be used.
- 43.3 An official seal must not be used except with the authority of the Directors.

44. INSPECTION OF RECORDS

Except as otherwise required by the *Corporations Law*, the Directors may determine whether and to what extent, and 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 for inspection by Members other than Directors.

45. NOTICES - Service of Notices

- 45.1 Notice may be given by the Company to any person who is entitled to notice under these Articles:
- (a) by serving it on the person; or
 - (b) by sending it by post, telex or facsimile transmission to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person.
- 45.2 A notice sent by post is deemed to be served:
- (a) by properly addressing, prepaying and posting a letter containing the notice; and
 - (b) on the day after the day on which it was posted.
- 45.3 A notice sent by telex or facsimile transmission is deemed to be served:
- (a) by properly addressing the telex or facsimile transmission and transmitting it; and
 - (b) on the day after its despatch.
- 45.4 If a Member has no Registered Address a notice will be deemed to be served on that Member 24 hours after it was posted on a notice board at the Office.
- 45.5 A Member whose Registered Address is not in Australia may specify in writing an address in Australia to be deemed to be the Member's Registered Address within the meaning of this Article.

- 45.6 A certificate in writing signed by a Director, Secretary or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.
- 45.7 Subject to the *Corporations Law* the signature to a written notice given by the Company may be written or printed.
- 45.8 All notices sent by post outside Australia must be sent by prepaid airmail post.

46. NOTICES - Persons Entitled to Notice

Notice of every general meeting must be given to:

- (a) every Director and Alternate Director; and
- (b) the Auditor,

on the same basis as notice must be given to every Member in accordance with **Article 6**.

47. AUDIT AND ACCOUNTS

- 47.1 The Directors must cause the Company and the Fund to keep accounts of the business of the Company in accordance with the requirements of the *Corporations Law*.
- 47.2 The Directors must cause the accounts of the Company and the Fund to be audited in accordance with the requirements of the *Corporations Law*.

48. WINDING UP

The provisions of Clause 9 of the Memorandum relating to the winding up or dissolution of the Company will have effect as if the same were repeated in these Articles.

49. INDEMNITY AND INSURANCE

- 49.1 To the extent permitted by law, the Company indemnifies every person who is or has been an officer of the Company against any liability incurred by that person:
- (a) as such an officer of the Company; and
 - (b) to a person other than the Company or a related body corporate of the Company,
- unless the liability arises out of conduct on the part of the officer which:
- (c) involves a lack of good faith; or
 - (d) is contrary to the Company's express instructions.

- 49.2 The Company indemnifies every officer of the Company against any liability for costs and expenses incurred by the person in his or her capacity as officer of the Company:
- (a) in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
 - (b) in connection with an application, in relation to those proceedings, in which the Court grants relief to the person under the *Corporations Law*.
- 49.3 The Company may pay a premium in respect of a contract insuring a person who is or has been an officer against liability incurred by the person as an officer, except in circumstances prohibited by the *Corporations Law*.
- 49.4 For the purposes of this **Article 49**, 'officer' means a Director as defined in these articles or an executive officer as defined by the *Corporations Law*.

50. AMENDMENT

- 50.1 Prior to the Effective Date, no provision of these Articles may be added to, revoked, amended, modified, varied, substituted or replaced except:
- (a) by the Minister by notice in writing to the Company; or
 - (b) by a Special Resolution of Members made with the prior written approval of the Minister.
- 50.2 As from the Effective Date, the provisions of these Articles (other than this **Article 50.2**) may, subject to the *Corporations Law*, be added to, revoked, amended, modified, varied, substituted or replaced in whole or in part by a Special Resolution of Members.
- 50.3 As from the Effective Date, **Article 50.2** and this **Article 50.3** may be added to, revoked, amended, modified, varied, substituted or replaced in whole or in part only by a Special Resolution of Members where the Special Resolution has been approved at a meeting of Contributors, Beneficiaries and Potential Beneficiaries upon 50% of those Contributors, Beneficiaries and Potential Beneficiaries present at the meeting voting for its approval
- 50.4 The Company shall cause notice of the meeting under **Article 50.3** to be given to a Beneficiary, Potential Beneficiary or Contributor by either personally or by sending it by post or hand to the last known address of that person as supplied to or ascertained by the Company, and will be deemed to have been effected:
- (a) whether sent by post and properly addressed, postage paid, three (3) days after the date of its posting; or
 - (b) where delivered personally or by hand, at the time of delivery.
- 50.5 For the purposes of **Article 50.4** the Company may rely upon the information held by it in the Registers kept by it under Rules 8 and 9 or any other register created by the Company in

respect of any other trust in the Company which is appointed trustee for the purpose of identifying persons who are Contributors, Beneficiaries or Potential Beneficiaries.

50.6 Any notice under this Article shall specify the time, place and purpose of the meeting and detail the Special Resolution.

50.7 For the purpose of this **Article 50** "Contributors", "Beneficiaries" or "Potential Beneficiaries" have the same meaning as defined in the Trust Deed and includes any contributors, beneficiaries or potential beneficiaries under any trust deed in which the Company is the trustee.

Signatures of subscribers

Witness to signature and address of witness

.....
Signature - M.R. SHEPPERD

.....
Print name of Witness

.....
Signature of Witness

.....
Print address of Witness

.....
Signature - D.H. HODGMAN

.....
Print name of Witness

.....
Signature of Witness

.....
Print address of Witness

.....
Signature - T.J. ABEY

.....
Print name of Witness

.....
Signature of Witness

.....
Print address of Witness

.....
Signature - D.H. HARDING

.....
Print name of Witness

.....
Signature of Witness

.....
Print address of Witness

.....
Signature - B.A. BUKARICA

.....
Print name of Witness

.....
Signature of Witness

.....
Print address of Witness

.....
Signature - D.A. LOUEZ

.....
Print name of Witness

.....
Signature of Witness

.....
Print address of Witness

.....
Signature - L.W. FITZGERALD

.....
Print name of Witness

.....
Signature of Witness

.....
Print address of Witness

DATED this day of 1998

SCHEDULE 1

FORM OF PROXY

I/We,
of
am/are a Member of **TAS BUILD LIMITED**.

I/We appoint as my/our proxy
of
or failing him or her
of

or failing him or her the chairperson of the general meeting of the Company to be held on 19..... atam/pm to vote for me/us at that meeting and at any adjournment of it.

This form is to be used in accordance with the directions below. Unless the proxy is directed, he or she may vote or abstain as he or she thinks fit.

RESOLUTION	FOR	AGAINST	ABSTAIN
	—	—	—

INSTRUCTIONS

1. To direct the proxy to cast all votes covered by this instrument in a particular manner place a tick or a cross in the relevant box.
2. To direct the proxy to cast some only of the votes covered by this instrument in respect of an item of business in a particular manner, place in the relevant box either the number of votes to be cast in that manner on a poll or the percentage of the total votes covered by this instrument to be cast in that manner on a poll. This direction, if given, is also an instruction to the proxy to vote according to the proxy's discretion on a show of hands.

I/We understand that if I/we have not directed my/our proxy how to vote, my/our proxy may vote or abstain from voting as he or she thinks fit.

DATED:

.....
Signature of member

.....
Signature of member