

DATED 18 SEPTEMBER, 1992

BETWEEN

**ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA (NEW SOUTH WALES
BRANCH) INC.** of the first part

AND

**ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA (VICTORIA BRANCH)
INCORPORATED** of the second part

AND

**ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA SOUTH AUSTRALIA
BRANCH INC.** of the third part

AND

**ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA WESTERN AUSTRALIA
BRANCH (INC.)** of the fourth part

AND

**ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA (QUEENSLAND BRANCH)
INCORPORATED** of the fifth part

AND

ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA A.C.T. BRANCH of the sixth
part

**DEED CONSTITUTING THE ROLLS-ROYCE
OWNERS' CLUB OF AUSTRALIA**

Updated with amendments as at April 2018

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

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DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

THIS DEED is made the 18 day of SEPTEMBER 1992

BETWEEN

ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA (NEW SOUTH WALES BRANCH)
INC. ("N.S.W.") of the first part

AND

ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA (VICTORIA BRANCH)
INCORPORATED ("VIC") of the second part

AND

ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA SOUTH AUSTRALIA BRANCH
INC. ("S.A.") of the third part

AND

ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA WESTERN AUSTRALIA BRANCH
(INC.) ("W.A.") of the fourth part

AND

ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA (QUEENSLAND BRANCH)
INCORPORATED ("QLD") of the fifth part

AND

ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA A.C.T. BRANCH ("A.C.T.") of the sixth part

WHEREAS:-

- A. In the Year 1956 at Sydney in the State of New South Wales the persons named in Schedule I hereto agreed to establish an association called ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA ("R.-R.O.C.").
- B. Branches were subsequently established in Victoria, South Australia, Western Australia, Queensland and the Australian Capital Territory.
- C. Each of N.S.W., VIC, S.A., W.A., QLD and A.C.T. are now respectively autonomous bodies corporate incorporated under either the Corporations Law or Associations Incorporation legislation.
- D. Each of the parties hereto has agreed with each other party hereto to ratify and confirm the existence of the R.-R.O.C. and to be bound by the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSES as follows:-

1. INTERPRETATION

- 1.1 "ACT." means Rolls-Royce Owners' Club of Australia A.C.T. Branch Incorporated;
"eligible motor car" means any motor car built by Royce Limited, Rolls-Royce Distributing Limited, Rolls-Royce Limited, Bentley Motors (1931) Limited, Rolls-Royce of America Inc., Rolls-Royce Motors Limited, Rolls-Royce Motor Cars Limited, Bentley Motors Limited or their successors and including the new Company called Rolls-Royce Motor Cars Ltd., (2003)
"financial full member of a Member" includes an honorary life member of a Member.
"Member" means any of N.S.W., VIC, S.A., W.A., QLD, A.C.T., or other body corporate admitted to membership of the R.-R.O.C.

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“month” means calendar month;

“N.S.W.” means Rolls-Royce Owners’ Club of Australia (New South Wales Branch) Inc.;

“QLD” means Rolls-Royce Owners’ Club of Australia (Queensland Branch) Incorporated;

“R.-R.O.C.” means the Rolls-Royce Owners’ Club of Australia;

“S.A.” means Rolls-Royce Owners’ Club of Australia South Australia Branch Inc.

“VIC” means Rolls-Royce Owners’ Club of Australia (Victoria Branch) Incorporated;

“W.A.” means Rolls-Royce Owners’ Club of Australia Western Australia Branch (Inc.).

- 1.2 In this Deed clauses and headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.
- 1.3 Unless the context otherwise indicates words importing the singular shall include the plural and vice versa, words importing a gender shall include other genders and references to a person shall be construed as references to an individual, firm, body corporate, association (whether incorporated or not), government and governmental, semi-governmental and local authority or agency.

2. CONFIRMATION OF ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

- 2.1 The parties hereto hereby agree with each other to confirm and ratify the association of themselves which is named the ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA and to be bound jointly and severally by the covenants and conditions herein contained to the intent that in the event of there being any inconsistency between the document constituting any one or more of the parties hereto and this Deed then this Deed shall prevail.
- 2.2 Each of the parties hereto hereby respectively agrees with the R.-R.O.C. to be bound by the covenants and conditions of the Trade Mark Agreement with Rolls-Royce Motor Cars Limited, Rolls-Royce PLC and Bentley Motors Limited (the “Trade Mark Agreement”) being Schedule II hereto as if each such party were a party to that Trade Mark Agreement.

3. OBJECTS

Without limiting the generality of the objects of the R.-R.O.C. hereinafter set forth or of any activities associated therewith, its objects shall be:-

- 3.1 to encourage the ownership and good keeping and restoration of eligible motor cars;
- 3.2 to adopt and sponsor the ideas and ideals of the late Sir F. Henry Royce, the designer and builder of the first Royce car, and to foster and encourage the principle of insistence on perfection which was carried to such heights during his lifetime and which has been so admirably carried on by his successors;
- 3.3 to promote the practical and social aspects of motoring within its membership;
- 3.4 to further the motoring interests within its membership generally and where necessary or desirable to join with other persons or clubs or associations to this end;
- 3.5 to encourage courtesy, good driving and safety on the roads of Australia;
- 3.6 to encourage social contacts between its membership and generally afford the usual privileges, advantages and accommodation of a club;
- 3.7 to collect and disseminate between its membership and equivalent overseas clubs information regarding eligible motor cars;

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- 3.8 to establish maintain and add to a library;
- 3.9 to establish maintain and publish a register of eligible motor cars whether or not such cars are owned within the membership;
- 3.10 to establish publish and maintain a national magazine;
- 3.11 to invest its funds in any manner;
- 3.12 to raise money in such manner and on such terms as it shall think fit;
- 3.13 to do all such other things as are incidental or conducive to the attainment of all or any of these objects.

4. MEMBERSHIP

- 4.1 As at the date of this Deed the parties executing this Deed are the Members.
- 4.2 A Member is not entitled to resign from membership of the R.-R.O.C. except as provided in this Deed.
- 4.3 A Member which has paid all amounts then payable by that Member to the R.-R.O.C. may resign from membership by first giving notice (being not less than 90 days) in writing to the Federal Secretary of the R.-R.O.C. of that Member's intention to resign and, upon the expiration of the period of notice that Member shall cease to be a Member of the R.-R.O.C. Notwithstanding such cessation of membership that Member shall remain jointly liable with remaining Members in respect of all matters and things which arose or accrued during its membership (the "liability") provided however that it shall only be obliged to contribute its rateable share with other Members to the extent that the assets of the R.-R.O.C. are insufficient to discharge such liability.
- 4.4 Membership of the R.-R.O.C. is available providing the applicant for membership:-
 - 4.4.1 is a body corporate duly incorporated in any State or Territory of Australia under the Companies Code or Associations Incorporation legislation other than a State or Territory in which an existing Member is incorporated;
 - 4.4.2 adheres to the objects in Clause 3 hereof;
 - 4.4.3 is unanimously approved by the Members at an Annual General Meeting or Special General Meeting of the R.-R.O.C.;
 - 4.4.4 enters into a Deed with all existing Members agreeing to be bound with existing Members by the terms and conditions of this Deed; and
 - 4.4.5 enters into a Deed with the R.-R.O.C. agreeing to be bound, by the Trade Mark Agreement.
- 4.5 Providing at least 30 days prior written notice is given by the Federal Secretary to the Secretary of a Member, the R.-R.O.C. shall be entitled to expel such Member from membership of the R.-R.O.C. upon the unanimous decision of all other Members to expel such Member. Notwithstanding such expulsion, that Member shall remain liable in respect of all matters and things which arose or accrued during its membership up to the date of its expulsion from the R.-R.O.C.

5. MEMBERSHIP FEES

- 5.1 The annual membership fees ("Annual Membership Fee") shall be payable to the R.-R.O.C. by each Member on or before the first day of July in each and every year (and in the case of the first year, within 60 days of the date of this Deed).
- 5.2 The Annual Membership Fee shall be the sum of One Dollar (\$1.00) per Member or such other sum as the R.-R.O.C. in Annual General Meeting shall from time to time determine.

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- 5.3 The R.-R.O.C. in Annual General Meeting or Special General Meeting may impose equally on its Members by way of additional membership fee such levy as it may from time to time determine.

6. THE FEDERAL COUNCIL

- 6.1 The Federal Council subject to the covenants and conditions of this Deed and to any resolution passed in Annual General Meeting or Special General Meeting:-
- 6.1.1 shall manage and conduct the affairs of the R.-R.O.C.; and
 - 6.1.2 has power to perform all such acts and do all such things necessary for the proper management and conduct of the affairs of the R.-R.O.C.
- 6.2 All resolutions and decisions of the Federal Council shall be binding on Members.
- 6.3 The members of the Federal Council shall consist of the office-bearers of the R.-R.O.C. together with 2 delegates from each member.
- 6.4 The officer-bearers of the R.-R.O.C. shall be the:-
- 6.4.1 Federal President;
 - 6.4.2 Federal Secretary; and
 - 6.4.3 Federal Treasurer;
- 6.5 The term of office of Federal President shall be 2 years and after completion of that 2 year term such Federal President shall be eligible to stand for re-election as Federal President for a further consecutive period of 1 year.
- 6.6 The Federal Secretary and the Federal Treasurer shall each hold office from election until the conclusion of the Annual General Meeting 1 year following the date of election, but are eligible for re-election thereafter.
- 6.7 In the event of a casual vacancy occurring on the Federal Council in respect of an office-bearer the Federal Council may appoint a delegate to fill the vacancy and the delegate so appointed shall hold office until the conclusion of the Annual General Meeting next following the date of the appointment.
- 6.8 The Federal President, the Federal Secretary and the Federal Treasurer shall form the Federal Executive of the R.-R.O.C. and shall be empowered to carry on the business of the R.-R.O.C.
- 6.9 In consideration of the premises the Members hereby jointly and severally indemnify and keep indemnified and held harmless the office-bearers of the R.-R.O.C. and the delegates and each and every one of them from and against all or any action or actions, claim or demands, costs or arbitration proceedings or attempted proceedings and expenses or any account which may hereafter arise out of or in any way connected with anything done or omitted to be done by the office-bearers of the R.-R.O.C. or delegates or any one or more of them save and except in respect of anything done or omitted to be done by an office-bearer of the R.-R.O.C.'s or delegate's own wilful act, neglect or default.

7. ELECTION OF OFFICE-BEARERS

- 7.1 Nominations of candidates for election as office-bearers shall:-
- 7.1.1 only be made in respect of a person who is: -
 - 7.1.1.1 an owner or custodian in possession of an eligible motor car; and
 - 7.1.1.2 a financial full member of a Member;
 - 7.1.2 be made in writing, proposed and seconded respectively by 2 delegates, signed by those 2 delegates and accompanied by the written consent of the candidate (which may be endorsed on the form of nomination);

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- 7.1.3 be delivered to the Federal Secretary not less than 56 days before the date fixed for the holding of the Annual General Meeting at which the election is to take place;
and
- 7.1.4 be notified in writing by the Federal Secretary to each Member not less than 49 days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.
- 7.2 If insufficient nominations are received to fill all vacancies, the candidates nominated shall be deemed to be elected and further nominations in respect of vacant positions shall be received at the Annual General Meeting.
- 7.3 If insufficient further nominations are received, any vacant positions remaining shall be deemed to be casual vacancies whereupon the provisions of Clause 6.7 hereof shall apply.
- 7.4 If 1 nomination only is received in respect of a vacant position, the person nominated shall be deemed to be elected.
- 7.5 If more than 1 nomination is received for a vacant position a ballot shall be held.
- 7.6 The ballot for the election of office bearers shall be conducted at the Annual General Meeting in such usual and proper manner as the Chairperson of the meeting may direct.
- 8. FEDERAL SECRETARY**
- 8.1 It is the duty of the Federal Secretary to:-
 - 8.1.1 record all appointments of office bearers and Members of the Federal Council;
 - 8.1.2 record the names of members of the Federal Council present at an Annual General Meeting or at a Special General Meeting;
 - 8.1.3 keep minutes of all proceedings at Federal Council Meetings and Annual General Meetings and Special General Meetings; and
 - 8.1.4 keep a Register of all of the property of the R.-R.O.C.
- 8.2 Minutes of proceedings at a meeting shall be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting.
- 8.3 The Federal Secretary shall distribute to each Member the minutes of each Annual General Meeting or Special General Meeting within a period of 60 days from the conclusion of such meeting.
- 9. FEDERAL TREASURER**
- 9.1 It is the duty of the Federal Treasurer to ensure that:-
 - 9.1.1 all money due is collected and received and that all authorised payments are made;
 - 9.1.2 correct books and accounts are kept in accordance with Australian Accountancy Standards showing the financial affairs of the R.-R.O.C. including full details of all receipts and expenditures connected with the activities of the R.-R.O.C. and
 - 9.1.3 a statement of the financial affairs of the R.-R.O.C. for the relevant financial year audited by a registered company auditor is forwarded to Members at least 14 days prior to the Annual General Meeting.

10. CASUAL VACANCIES ON FEDERAL COUNCIL

- 10.1 A casual vacancy occurs on the Federal Council if an officer bearer or delegate:
- 10.1.1 dies;
 - 10.1.2 is convicted of an indictable offence;
 - 10.1.3 ceases to be a delegate;
 - 10.1.4 becomes bankrupt or an insolvent under administration within the meaning of the Companies Code;
 - 10.1.5 resigns office by notice in writing given to the Federal Secretary;
 - 10.1.6 is removed from office as provided in this Deed;
 - 10.1.7 becomes a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.

11. REMOVAL OF OFFICE BEARER

- 11.1 The R.-R.O.C. in Special General Meeting may by special resolution passed by a 75% majority remove any office bearer from office and may by resolution appoint an existing member of the Federal Council to hold that office until the expiration of the term of office of the office bearer so removed.
- 11.2 Where an office bearer to whom a proposed special resolution referred to in Clause 11.1 hereof relates makes representations in writing to the Federal Secretary and requests that the representations be notified to the Members the Federal Secretary shall provide a copy of the representations to each Member before such proposed special resolution is put to a vote.

12. DELEGATION BY FEDERAL COUNCIL TO SUB COMMITTEE

- 12.1 The Federal Council may, by instrument in writing, delegate to 1 or more sub committees (consisting of such financial member or members of a Member as the Federal Council thinks fit) the exercise of such of the functions of the Federal Council as are specified in the instrument, other than:-
- 12.1.1 this power of delegation;
 - 12.1.2 a function which is a duty imposed on the Federal Council by any law.
- 12.2 A function the exercise of which has been delegated to a sub-committee under this Clause 12 may, while the delegation remains unrevoked, be exercised from time to time by the sub committee in accordance with the terms of the delegation.
- 12.3 A delegation of this Clause 12 may be made subject to such conditions or limitations as to the exercise of any function the subject thereof, or as to time or circumstances, as may be specified in the instrument of delegation.
- 12.4 Notwithstanding any delegation under this Clause 12, the Federal Council may continue to exercise any function delegated.
- 12.5 Any act or thing done or suffered by a subcommittee acting in the exercise of a delegation under this Clause 12 has the same force and effect as it would have if it had been done or suffered by the Federal Council.
- 12.6 The Federal Council may, by instrument in writing, revoke wholly or in part any delegation under this Clause 12.
- 12.7 A sub committee may meet and adjourn as it thinks proper.

13. MEETINGS OF FEDERAL COUNCIL AND QUORUM

- 13.1 Meetings of the Federal Council may be convened by either the Federal President or the other 2 officer bearers jointly.

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- 13.2 Oral or written notice of a meeting of the Federal Council shall be given by the Federal Secretary so as to reach each office bearer and Member at least 7 days (or such other period as may be unanimously agreed upon by the office bearers) before the time appointed for the holding of the meeting.
- 13.3 Notice of a meeting given under Clause 13.2 shall specify the general nature of the business to be transacted at the meeting and no business other than that business shall be transacted at the meeting, except business which the office bearers and delegates present at the meeting agree to treat as urgent business.
- 13.4 10 persons shall constitute a quorum for the transaction of the business of a meeting of the Federal Council.
- 13.5 No business except the filling of a casual vacancy pursuant to Clause 6.6 hereof shall be transacted by the Federal Council unless a quorum is present and if within an hour of the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same place at the same hour of the same day in the following week.
- 13.6 If at the adjourned meeting a quorum is not present within an hour of the time appointed for the meeting, the meeting shall be dissolved.
- 13.7 Nothing in this Clause 13 shall be construed so as to prevent a meeting of the Federal Council being held wholly or partially by telephone, telefax or other electronic means of communication.

14. FEDERAL COUNCIL VOTING AND DECISIONS

- 14.1 Questions arising at a meeting of the Federal Council shall be determined by a two thirds majority of the votes cast.
- 14.2 Each office-bearer and delegate is entitled to 1 vote.
- 14.3 Subject to Clause 13.4 of this Deed, the Federal Council may act notwithstanding any vacancy on the Federal Council.
- 14.4 Any lawful act or thing done or suffered, or purporting to have been done or suffered, by the Federal Council is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any office bearer or delegate.

15. DELEGATES

- 15.1 Each Member shall appoint by notice in writing addressed to the Federal Secretary, not less than ninety days prior to the date set down for the next meeting of Federal Council, 2 delegates who shall be financial members of that Member.
- 15.2 Each delegate shall hold office from appointment until the conclusion of the Annual General Meeting 2 years following the date of appointment, but is eligible for re-appointment thereafter.
- 15.3 In the event of a casual vacancy occurring on the Federal Council in respect of a delegate the Member which such delegate represented may appoint another financial full member of that Member to fill the vacancy and the person so appointed shall occupy that position until the conclusion of the Annual General Meeting next following the date of appointment.

16. ANNUAL GENERAL MEETINGS - HOLDING OF

- 16.1 The R.-R.O.C. shall, at least once in every calendar year, hold an Annual General Meeting of its Members.

17. ANNUAL GENERAL MEETINGS – CALLING OF AND BUSINESS AT

- 17.1 In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General meeting shall be to:-
- 17.1.1 confirm the minutes of the last preceding Annual General Meeting and of any Special General Meeting called since the meeting;
 - 17.1.2 receive from the Federal Council reports upon the activities of the R.-R.O.C. during the period since the last preceding Annual General Meeting;
 - 17.1.3 appoint an Auditor who shall be a registered company auditor and shall not be a member, either past or present, of a Member
 - 17.1.4 to receive and approve the audited financial statement referred to in Clause 9.1.3 hereof;
 - 17.1.5 set a budget for the ensuing year;
 - 17.1.6 elect office bearers;
 - 17.1.7 grant Honorary Life Membership in accordance with the Rules contained in Schedule III hereto;
 - 17.1.8 set the date and place for the next Federal Rally and the judging procedures to be used thereat; and
 - 17.1.9 set the date, time and place for the next Annual General Meeting.
- 17.2 An Annual General Meeting shall be specified as such in the notice convening it.
- 17.3 Matters for inclusion on the primary agenda of an Annual General Meeting shall be provided in writing by a Member to the Federal Secretary at least 30 days prior to the date of the Annual General Meeting.
- 17.4 Matters for inclusion on any supplementary agenda shall be sent by the Member desirous of raising such matter or matters to the Federal Secretary and to each other Member at least 14 days prior to the date of the Annual General Meeting.

18. SPECIAL GENERAL MEETINGS – CALLING OF

- 18.1 The Federal Council may, whenever it thinks fit, convene a Special General Meeting of the R.-R.O.C.
- 18.2 The Federal Council shall, on the requisition in writing of not less than 4 Members convene a Special General Meeting of the R.-R. O. C.
- 18.3 Such requisition for a Special General Meeting:-
- 18.3.1 shall state the purpose or purposes of the meeting;
 - 18.3.2 shall be executed under the Common Seals of the members making the requisition;
 - 18.3.3 shall be lodged with the Federal Secretary; and
 - 18.3.4 may consist of several documents in a similar form, each executed or signed by one or more of the Members making the requisition.
- 18.4 If the Federal Council fails to convene a Special General Meeting to be held within 30 days after the date on which a requisition pursuant to Clause 18.2 hereof is lodged with the Federal Secretary, any one or more of the Members which made the requisition may convene a Special General Meeting to be held not later than 90 days after that date.
- 18.5 A Special General Meeting convened as referred to in Clause 18.4 hereof shall be convened as nearly as practicable in the same manner as meetings are convened by the Federal Council.

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- 18.6 Nothing in this Clause 18 shall be construed so as to prevent a Special General Meeting being held wholly or partially by telephone, telefax or other electronic means of communication.

19. NOTICE

- 19.1 The Federal Secretary shall, at least 30 days before the date fixed for the holding of any Annual General Meeting or Special General Meeting, cause to be sent by pre-paid post to each Member a notice specifying the place, date and time of the meeting and the general nature of the business proposed to be transacted at the meeting.
- 19.2 A Member desiring to bring any business before an Annual General Meeting shall give notice in writing of that business to the Federal Secretary who shall include that business in the next appropriate meeting after receipt of the notice from the Member

20. PROCEDURE

- 20.1 No item of business shall be transacted at an Annual General Meeting or a Special General Meeting unless a quorum is present.
- 20.2 10 present in person or by proxy constitutes a quorum for the transaction of business at such meeting.
- 20.3 If within an hour after the appointed time for the commencement of an Annual General Meeting or a Special General Meeting a quorum is not present, the meeting if convened upon the requisition pursuant to either Clause 18.1 hereof or Clause 18.2 hereof shall be dissolved and if an Annual General Meeting shall stand adjourned to the same place at the same hour of the same day in the following week.
- 20.4 If at the adjourned meeting a quorum is not present within an hour after the time appointed for the commencement of the meeting, those present in person or by proxy shall constitute a quorum.

21. PRESIDING MEMBER

- 21.1 The Federal President shall preside as Chairperson at each Annual General Meeting or Special General Meeting.
- 21.2 If the Federal President is absent from an Annual General Meeting or a Special General Meeting or unwilling to act, the persons present shall elect one of their number to preside as Chairperson at the meeting.

22. ADJOURNMENT

- 22.1 The Chairperson of an Annual General Meeting or a Special General Meeting at which a quorum is present may, with the consent of the majority present at the meeting adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 22.2 Where an Annual General Meeting or a Special General Meeting is adjourned for 14 days or more, the Federal Secretary shall give written notice of the adjourned meeting to each Member stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- 22.3 Except as provided in Clauses 22.1 and 22.2 hereof, notice of an adjournment of an Annual General Meeting or Special General Meeting or of the business to be transacted at an adjournment of any such meeting is not required to be given.

23. MAKING OF DECISIONS

- 23.1 A question arising at an Annual General Meeting or a Special General Meeting shall be determined an a show of hands and, unless before or on the declaration of the show

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of hands a poll is demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, an entry to that effect in the minute book is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

23.2 At an Annual General Meeting or a Special General Meeting a poll may be demanded by the Chairperson or by not less than 10 present in person or by proxy at the meeting.

23.3 Where a poll is demanded at an Annual General Meeting or a Special General Meeting, the poll shall be taken:-

23.3.1 immediately in the case of a poll which relates to the election of the Chairperson of the meeting or the question of an adjournment; or

23.3.2 in any other case in such manner and at such time before the close of the meeting as the Chairperson directs,

and the resolution of the poll on the matter shall be determined to be the resolution of the meeting on that matter.

24. VOTING

24.1 Upon any question arising at an Annual General Meeting or a Special General Meeting a person has 1 vote only.

24.2 All votes shall be given personally or by proxy.

24.3 A person is not entitled to vote at any Annual General Meeting or Special General Meeting unless all money due and payable to the R.-R.O.C. by the Member or proxy represented has been paid, other than the amount of the Annual Membership Fee payable in respect of the then current year.

25. APPOINTMENT OF PROXIES

25.1 A Member shall be entitled to appoint any delegate as its proxy by written notice given to the Federal Secretary no later than 24 hours before the time of the Annual General Meeting or Special General Meeting in respect of which the proxy is appointed.

26. FUNDS - SOURCE

26.1 The funds of the R.-R.O.C. shall be derived from membership fees, sale of merchandise, donations, and, subject to any resolution passed, such other sources as the Federal Council determines.

26.2 All money received by the R.-R.O.C. shall be deposited as soon as practicable and without deduction to the credit of the R.-R.O.C.'s banking account.

26.3 The R.-R.O.C. shall, as soon as practicable after receiving any money issue an appropriate receipt.

27. FUNDS - MANAGEMENT

27.1 Subject to any resolution passed at an Annual General Meeting or a Special General Meeting, the funds of the R.-R.O.C. shall be used in pursuance of the objects of the R.-R.O.C. in such manner as the Members determine.

27.2 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by any 2 of the office bearers.

28. HONORARY LIFE MEMBERSHIP

28.1 The granting of honorary life membership is an appointment of the Federal Council intended to show appreciation for outstanding contribution either at Member or

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

Federal levels to the furtherance of the objects of the R.-R.O.C made by a leading member of a Member over a long period of service.

The following procedure shall be complied with:-

- 28.1.1 any nomination is to be kept strictly confidential¹ especially from the proposed recipient;
- 28.1.2 the nominee must have had at least 10 years' continuous service and membership as at the date of the nomination;
- 28.1.3 the nominee must have held at least one of the following offices for a period of at least two years or two of the following offices for a period of at least one year each:
 - Federal President
 - Federal Secretary
 - Federal Treasurer
 - Delegate
 - President of a Member
 - Secretary of a Member
 - Treasurer of a Member
- 28.1.4. in the opinion of the Federal Council the nominee must have made significant contribution to the general benefit of the R.-R.O.C. either at Member or Federal levels by services beyond the requirements of normal R.-R.O.C. activities. Providing that if service is only at Branch level such service should be for a minimum of 10 continuous years and in the opinion of the Council such service is extraordinary.
- 28.1.5 the nominee must have owned an eligible motor car for at least 5 years and preferably still own an eligible car;
- 28.1.6 the procedure for nomination and approval is as follows:-
 - 28.1.6.1 the nomination is to be approved by the committee of the Member of which the nominee is a member. Should the nominee be a committee member of the Member then the balance of the committee must meet privately to consider and approve the nomination; Should the nominee be a member of more than one Member, all Members of which the nominee is a member must in a like manner consider and approve the nomination;
 - 28.1.6.2 at least 90 days before the date fixed for the next Federal Council Meeting the President or the Secretary of the member of which the nominee is a member shall advise in writing the Federal President of the nomination.
 - 28.1.6.3 it shall then be the obligation of the Federal President to obtain a vote from each Member President for or against the nomination. It shall be the obligation of each Member President² within 14 days of such vote being requested to advise the Federal President in writing of such vote. A majority of the Member Presidents must vote in favour of the nomination and, in the case of a tied vote the Federal President shall

¹ Means that the "need to know" principle is applied. Those included in need to know would be all members of Federal Council and the Management Committees of the Branches.

² On receipt of a nomination the Federal President shall seek a vote from each Branch President for or against the nomination. The Branch President shall consult both their Federal Delegates and the Management Committee of their Branch.

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

- have a casting vote. Should a majority³ vote not be obtained as aforesaid then the nomination shall lapse;
- 28.1.6.4 at the same Federal Council Meeting referred to in 28.1.6.2, the nomination must be put to a vote and will require a minimum of a 75% majority for the nomination to succeed. In the event that no vote is taken or a 75% majority is not achieved, the nomination will lapse.
- 28.1.7 at least 90 days before the date fixed for the next Federal Council Meeting the President or the Secretary of the member of which the nominee is a member shall advise in writing the Federal President of the nomination.
- 28.1.7.1 it shall then be the obligation of the Federal President to obtain a vote from each Member President for or against the nomination. It shall be the obligation of each Member President² within 14 days of such vote being requested to advise the Federal President in writing of such vote. A majority of the Member Presidents must vote in favour of the nomination and, in the case of a tied vote the Federal President shall have a casting vote. Should a majority³ vote not be obtained as aforesaid then the nomination shall lapse;
- 28.1.7.2 at the Federal Council Meeting the nomination must be approved by a 75% majority⁴ and the Federal President shall have a casting vote.
- 28.1.8 notwithstanding the provisions of clauses 28.1.2, 28.1.3, 28.1.5, and 28.1.6 above, the Federal Council may unanimously decide to elect an honorary life member;
- 28.1.9 the election of a member to honorary life membership is to be announced and made public at the formal dinner held during the Federal Rally immediately following the election;
- 28.1.10 an honorary life member shall remain a member for life and shall be exempted from paying annual membership fees provided however that the Honorary Life Member shall cease to be a member of the Club in the event of death or becoming subject to legal incapacity.

¹ Means that the "need to know" principle is applied. Those included in need to know would be all members of Federal Council and the Management Committees of the Branches.

² On receipt of a nomination the Federal President shall seek a vote from each Branch President for or against.

29. CAR BADGE

- 29.1 The R.-R.O.C.'s car badge shall be in the form depicted in schedule IV hereto or in such other form as the Federal Council shall from time to time determine.
- 29.2 The R.-R.O.C.'s car badge and logo shall be and at all times remain the property of the R.-R.O.C.
- 29.2 The R.-R.O.C. shall licence the car badge to a full financial member of a Member on the following terms and conditions:-
- 29.2.1 the member shall pay to the R.-R.O.C. a licence fee prior to the receipt of the car badge;
 - 29.2.2 the licence fee in respect of each car badge shall be payable once only;
 - 29.2.3 a member shall be entitled to licence one car badge only in respect of each eligible motor car of which he or she is an owner;
 - 29.2.4 the eligible motor car referred to in sub paragraph 29.2.3 above must either be fully registered or be licensed to operate under the permit to move system;
 - 29.2.5 the R.-R.O.C. badge shall be affixed to an eligible motor car only;
 - 29.2.6 no additional inscription or attachment shall be made to or on such car badge provided however:-
 - 29.2.6.1 those persons whose names appear in the Schedule hereto may inscribe upon the car badge the words "foundation member" or affix to the perimeter of the car badge a plaque bearing the words "foundation member";
 - 29.2.6.2 those persons being honorary life members of the R.-R.O.C. may affix to the perimeter of the car badge a plaque bearing the words "honorary life member".
 - 29.2.7 the said licence shall be a continuing one and shall be determined upon:-
 - 29.2.7.1 the member ceasing to be a full financial member of a Member;
 - 29.2.7.2 the member selling or otherwise disposing of the eligible motor car;

³ It is most unlikely that the situation would arise where the Federal President would need to exercise a casting vote. The Federal President advises the nominating Branch President of the results of the poll including the position of the members of the Federal Executive.

⁴ Voting is in accordance with the provisions of Clause 23.1 of the Deed (show of hands). It is most unlikely that the situation would arise where the Federal President would need to exercise a casting vote.

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

29.2.7.3 the eligible motor car ceasing to be road registered or to be licensed as set out in sub paragraph 29.2.4 hereof.

29.3 During the term of such licence no member shall transfer or otherwise dispose of or part with possession of any car badge issued to such member;

29.4 Upon termination of the said licence the member shall forthwith return the car badge to the R.-R.O.C.

30. COMMON SEAL

30.1 The common seal of the R.-R.O.C. shall be in the form affixed in the margin hereof.

30.2 The common seal of the R.-R.O.C. shall be kept in the custody of the Federal Secretary.

30.3 The common seal shall not be affixed except by the authority of the Federal Council and the affixing of the common seal shall be attested by the signatures of 2 office-bearers save for its affixing to the Trade Mark Agreement when it shall be attested by the signatures of Russell John Rolls and Malcolm Nelson Johns.

31. CUSTODY OF PROPERTY ETC.

31.1 The Federal Secretary shall keep in his or her custody or under his or her control all property, records, books and other documents relating to the R.-R.O.C. other than financial records which shall be kept by the Federal Treasurer.

32. INSPECTION OF BOOKS ETC.

32.1 The records, books and other documents of the R.-R.O.C. shall be open to inspection, free of charge, by a delegate at any reasonable hour.

33. REGISTERED OFFICE

33.1 The registered office of the R.-R.O.C. shall be at Malcolm Johns & Company, Level 12, Skygarden, 77 Castlereagh Street, Sydney in the State of New South Wales or at such place as the Federal Council shall from time to time determine.

34. SERVICE OF NOTICES

34.1 For the purpose of this Deed, a notice may be served by or on behalf of the R.-R.O.C. upon any Member either personally or by sending it by post or telefax to the Member.

34.2 Where a document is sent to a Member by properly addressing, pre paying and posting to the Member a letter containing the document, the document shall, unless the contrary is proved, be deemed, for the purposes of this Deed to have been served on the Member at the time at which the letter would have been delivered in the ordinary course of post.

35. SURPLUS PROPERTY

35.1 In the event of the winding up of the R.-R.O.C. its surplus property shall be distributed equally amongst its Members at the time of such winding up.

36. ALTERATION OF THIS DEED

36.1 This Deed may be altered, rescinded or added to:-

36.1.1 at any time unanimously by all Members; or

36.1.2 by a 75% majority of votes at an Annual General Meeting or Special General Meeting.

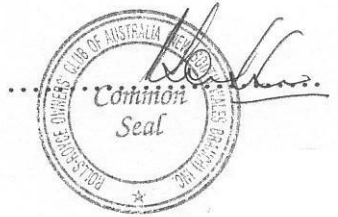
IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and in the year first hereinbefore written.

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

THE COMMON SEAL of ROLLS-ROYCE
OWNERS' CLUB OF AUSTRALIA
(NEW SOUTH WALES BRANCH) INC.

was hereunto affixed in the
presence of:

[Signature]
.....
[Signature]



THE COMMON SEAL of ROLLS-ROYCE
OWNERS' CLUB OF AUSTRALIA
(VICTORIA BRANCH) INCORPORATED

was hereunto affixed in the
presence of:

.....
[Signature]



THE COMMON SEAL of ROLLS-ROYCE
OWNERS' CLUB OF AUSTRALIA
SOUTH AUSTRALIAN BRANCH INC.

was hereunto affixed in the
presence of:

.....
[Signature]



.....
[Signature]

THE COMMON SEAL of ROLLS-ROYCE
OWNERS' CLUB OF AUSTRALIA
WESTERN AUSTRALIA BRANCH (INC.)

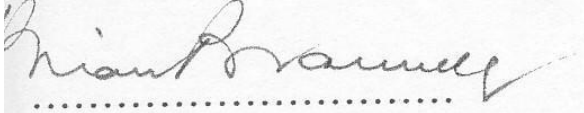
was hereunto affixed in the
presence of:

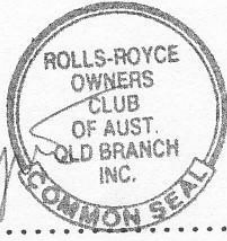
.....
[Signature]





.....
[Signature]

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

THE COMMON SEAL of ROLLS-ROYCE)
OWNERS' CLUB OF AUSTRALIA)
(QUEENSLAND BRANCH) INCORPORATED)
was hereunto affixed in the)
presence of:)
)
.....)


.....

THE COMMON SEAL of ROLLS-ROYCE)
OWNERS' CLUB OF AUSTRALIA)
A.C.T. BRANCH INCORPORATED)
was hereunto affixed in the)
presence of:)
)
.....)


.....

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

THIS IS SCHEDULE I TO THE DEED CONSTITUTING THE
ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA DATED 1992

SCHEDULE I

E.L. S. Hall (deceased)
P.M. Samuels
D.J. Collings Power
O.A. Purchase
D.A. Wilson
B.R.D. Gillings
M.M. Gillings (nee Tingle)
K.E. Kemp
S.E. Kemp
R. Grant
G. Chandler
W. Nevell
J. Nevell
S. Nash
J. McNamara
T.L. Hunt
G. Sevenoaks
G. Green (deceased)

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

THIS IS SCHEDULE II TO THE DEED CONSTITUTING THE
ROLLS-ROYCE OWNERS CLUB OF AUSTRALIA DATED 1992

DATED: 15 June, 1992

BETWEEN
ROLLS-ROYCE MOTOR CARS LIMITED
of the First Part

AND

ROLLS-ROYCE PLC
of the Second Part

AND

BENTLEY MOTORS LIMITED
of the Third Part

AND

RUSSELL JOHN ROLLS and MALCOLM NELSON JOHNS
on behalf of ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA
of the Fourth Part

TRADE MARK AGREEMENT

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

TRADE MARK AGREEMENT

THIS AGREEMENT made the 15 day of June 1992

BETWEEN ROLLS-ROYCE MOTOR CARS LIMITED of Pym's Lane, Crewe, Cheshire, CW1 3PL, England (hereinafter called "R-RM") of the first part

AND ROLLS-ROYCE PLC of 65 Buckingham Gate, London SW1E 6AT, England (hereinafter called "R R") of the second part

AND BENTLEY MOTORS LIMITED of Pym's Lane, Crew Cheshire, CW1 3PL, England (hereinafter called "BM") of the third part

AND RUSSELL JOHN ROLLS of 17 Macfarlane Street, South Yarra in the State of Victoria, Australia and MALCOLM NELSON JOHNS of 36 Yarranabbe Road, Darling Point in the State of New South Wales, Australia as trustees for and on behalf of the unincorporated body known as ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA of Level 12, Skygarden, 77 Castlereagh Street, Sydney, New South Wales, Australia (hereinafter called "the Licensee") of the fourth part

WHEREAS

A. R-RM is the owner of certain trade marks as shown in the Schedule "A" hereto (hereinafter referred to as "the R-RM trade marks") and has registered or applied to register the R-RM trade marks in various countries throughout the world, including the Commonwealth of Australia.

B. R-R is the owner of certain trade marks as shown in the Schedule "B" hereto (hereinafter referred to as "the R-R trade marks") and has registered or applied to register the R-R trade marks in various countries throughout the world, including the Commonwealth of Australia.

C. BM is the owner of certain trade marks as shown in the Schedule "C" hereto (hereinafter referred to as the "BM trade marks") and has registered or applied to register the BM trade marks in various countries throughout the world, including the Commonwealth of Australia

D. the Licensee as part of its Club activities is engaged for the benefit of its members in the purchase and sale of various articles of jewellery, clothing, leather goods, table glasses, ornaments, smokers' requisites, key fobs, publications and the like, and in encouraging and promoting the ownership and good keeping of ROLLS-ROYCE and BENTLEY motor cars.

E. The Licensee desires to use the R-RM trade marks, the R-R trade marks and the BM trade marks in the Commonwealth of Australia (hereinafter referred to as "the territory") in relation to the goods and services as shown in Schedule "D" hereto (hereinafter referred to as "the goods and services")

F. The Licensee is the Federal Council in Australia of the Clubs as shown in the Schedule "E" hereto (hereinafter referred to as "the Clubs") constituted by a certain document entitled "Deed Constituting The Rolls-Royce Owners' Club of Australia" (hereinafter referred to as "the Deed").

G. R-RM, R-R and the Licensee have agreed to terminate their Trade Mark Agreement bearing date 1 January, 1980 forthwith upon the execution of this Agreement.

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS

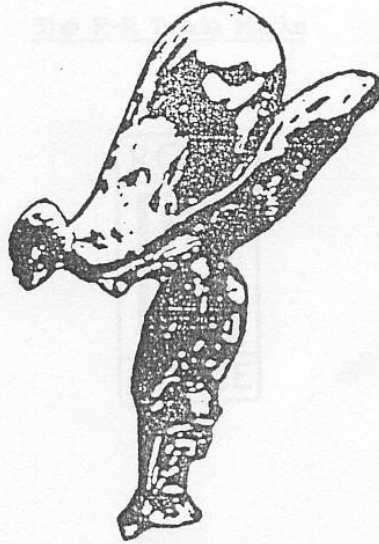
1. R-R hereby grants to the Licensee for the term of this Agreement a non exclusive right to use the trade mark ROLLS-ROYCE as part of the title ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA and of the titles of the Clubs and will if required give its written consent to the incorporation of the licensee under such title.
2. R-RM, R-R and BM hereby grant to the Licensee for the term of this Agreement non exclusive rights to use the R-RM trade marks, the R-R trade marks and the BM trade marks respectively in the territory in relation to the goods and the services.
3. The Licensee undertakes to use the R-RM trade marks, the R-R trade marks and the BM trade marks only upon or in relation to goods which have been manufactured for the Licensee in accordance with standards of quality, directions and information prescribed by or on behalf of R-RM, R-R and BM from time to time.
4. The Licensee undertakes to use the R-RM trade marks, the R-R trade marks, the BM trade marks and the name ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA in relation to services only as approved by R-RM, R-R and/or BM respectively from time to time and only for such services as are directly related to the promotion and encouragement of the ownership, restoration and good keeping of ROLLS-ROYCE and BENTLEY motor cars and to any other of the Licensee's proper and legitimate Club activities.
5. The Licensee shall use the R-RM trade marks, the R-R trade marks and the BM trade marks only in a manner previously approved by R-RM insofar as regards the R-RM trade marks, by R-R insofar as regards the R-R trade marks and by BM insofar as regards the BM trade marks.
6. The Licensee shall upon request supply to R-RM, R-R and BM or to their authorised representative samples of the goods for inspection. The Licensee shall likewise upon request supply for inspection samples of any advertising or other promotional material and of any circulars, magazines, etc., in relation to which the R-RM trade marks, the R-R trade marks and/or the BM trade marks are used.
7. The Licensee recognises the title of R-RM, R-R and BM to the R-RM trade marks, the R-R trade marks and the BM trade marks respectively and shall not at any time do or suffer to be done any act or thing which will in any way impair the rights of R-RM, R-R and BM in and to the R-RM trade marks, the R-R trade marks and the BM trade marks respectively, its being the intention of the parties hereto that all use of the R-RM trade marks, the R-R trade marks and the BM trade marks by the Licensee shall at all times inure to the benefit of R-RM, R-R and BM respectively.
8. Save and except as specifically provided in Clause 13 hereunder, this Agreement is personal to the Licensee and none of the rights, duties or obligations referred to herein may be assigned, transferred, leased or sub contracted by the Licensee.
9. The Licensee shall, if and when called upon to do so by R-RM, R-R, and/or BM, join with R-RM, R-R and/or BM in applying at the expense of R-RM, R-R and/or BM for the recording of the Licensee as a Registered User of any or all of the trade marks in the Commonwealth of Australia and shall do all such acts and. things as may be necessary to secure such registration.
10. This Agreement shall commence as of the day and year first above written and shall continue in force without limit of period but may be terminated by R-RM in relation to the R-RM trade marks and/or by R-R in relation to the R-R trade marks and/or by BM in relation to the BM trade marks giving to the Licensee or vice versa not less than sixty (60) days prior written notice.

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

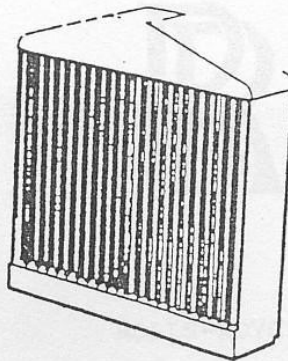
11. This Agreement may be terminated forthwith by notice in writing to the Licensee by R-RM in relation to the R-RM trade marks and/or by R-R in relation to the R-R trade marks and/or by BM in relation to the BM trade marks in the event that:
 - (i) the Licensee is in breach of any of its obligations hereunder and if such breach is capable of remedy has failed to remedy such breach within thirty (30) days of the date of notice of such breach being given; or
 - (ii) the Licensee shall make any composition with its creditors or have a Receiver appointed for the whole or any part of its assets or enter into liquidation whether voluntarily or compulsorily.
12. Upon termination of this Agreement for whatever reason, the Licensee shall forthwith cease use of the R-RM trade marks, the R-R trade marks, the BM trade marks and, in particular, the trade mark ROLLS-ROYCE as part of its title and shall consent to the cancellation of any entry of the Licensee as a Registered User of the R-RM trade marks, the R-R trade marks and the BM trade marks and shall execute any document necessary for that purpose. The Licensee shall, in addition, take the necessary steps to have its title amended on any appropriate Register so as to omit any reference to the ROLLS-ROYCE trade mark. This clause shall not merge in any termination of this Agreement but shall be a continuing one.
13. Pursuant to Clause 2.2 of the Deed the terms of this Agreement as they now apply to the Licensee shall apply mutatis mutandis to each Club upon its executing the said Deed.
14. Upon execution of this Agreement R-RM, R-R and the Licensee that the Trade Mark Agreement bearing date 1 January, 1980 is hereby terminated.

SCHEDULE A

The R-RM Trade Marks



Flying Lady (Device)



Rolls-Royce radiator grille (device)

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

PHANTOM
SILVER GHOST
SILVER WRAITH
SILVER DAWN
SILVER CLOUD
SILVER SHADOW
SILVER SPIRIT
SILVER SPUR
CORNICHE
CAMARGUE

SCHEDULE B

The R-R Trade Marks



ROLLS-RR-ROYCE Logo



R-R Monogram

ROLLS-ROYCE

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

SCHEDULE "C"

THE BENTLEY TRADE MARKS

BENTLEY

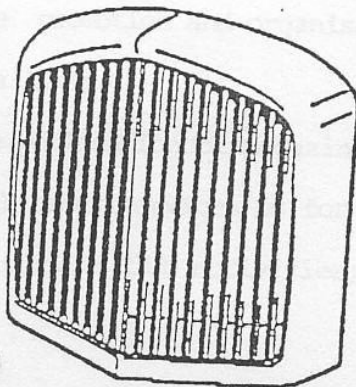
MULSANNÉ



B in Wings (Device)



Flying B (Device)



Bentley Radiator Grille
(Device)

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

SCHEDULE D

The Goods

Printed publications; printed matter (excluding letterheads, compliments slips, invoices, receipts, cheques and envelopes); jewellery; ornaments; medallions; wristwatches; belt buckles; badges (metal and/or cloth); iron on transfers; decalcomanias (transfers); motor car radiator mascots; articles of clothing; small domestic utensils and containers; glassware; knives, forks and spoons; table linen; pens; pencils; pen and pencil holders; diaries; wallets; notebooks; key fobs; lipstick holders; mirrors; hair brushes; clothes brushes; combs; paper weights; paper knives; tie pins; cuff links; ash trays; matchbox covers; cigarette and cigar lighters; cigarette and cigar boxes and cases; posters; playing cards; cigar and cigarette holders.

The Services

- (i) the promotion of the ownership and good keeping of Rolls-Royce and Bentley cars;
- (ii) the promotion of the restoration of early model Rolls-Royce and Bentley cars;
- (iii) the promotion and organisation of competitions and the like;
- (iv) the publication of magazines, newsletters and the like;
- (v) such other services as form part of the Licensee's proper and legitimate Club activities;

SCHEDULE E

The Clubs

Rolls-Royce Owners' Club of Australia (New South Wales Branch) Inc.;

Rolls-Royce Owners' Club of Australia (Victoria Branch) Incorporated;

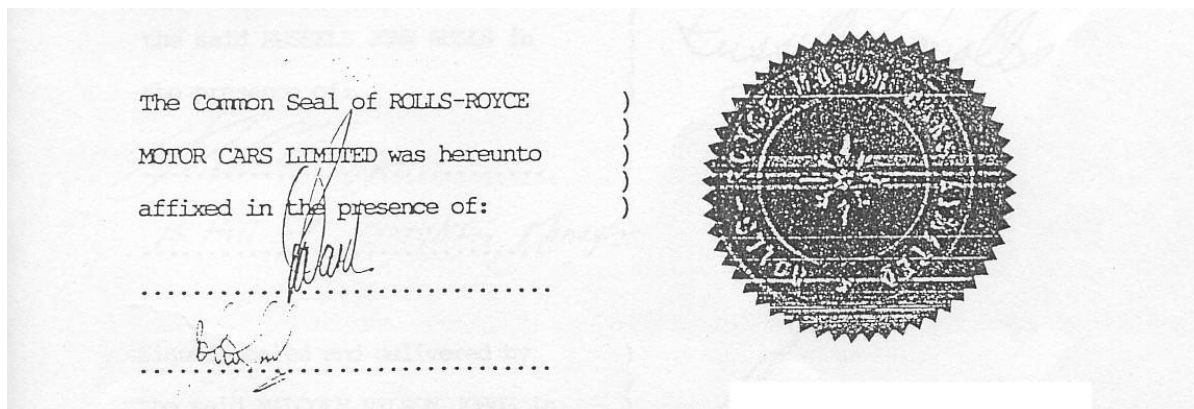
Rolls-Royce Owners' Club of Australia South Australian Branch Inc.;

Rolls-Royce Owners' Club of Australia Western Australia Branch (Inc.);

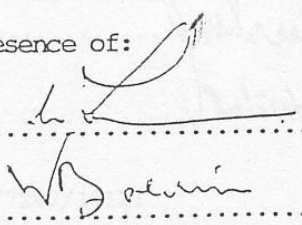
Rolls-Royce Owners' Club of Australia (Queensland Branch) Incorporated;


Rolls-Royce Owners' Club of Australia A.C.T. Branch Incorporated

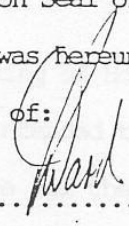
IN WITNESS WHEREOF ROLLS-ROYCE MOTOR CARS LIMITED, ROLLS-ROYCE PLC and BENTLEY MOTORS LIMITED have caused their respective Common Seals to be hereunto affixed and RUSSELL JOHN ROLLS and MALCOLM NELSON JOHNS have affixed the Common Seal of the Rolls-Royce Owners' Club of Australia and have hereunto set their respective hands and seals as trustees for and on behalf of the ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA as of the day and year first above written.

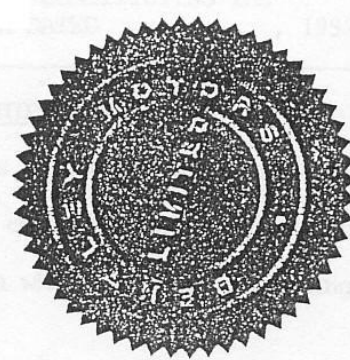


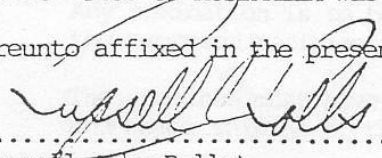
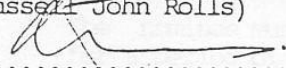
DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA


The Common Seal of ROLLS-ROYCE
PLC was hereunto affixed in the
presence of:)
)
)
)

.....
.....


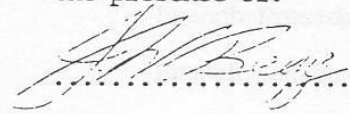


The Common Seal of BENILEY MOTORS
LIMITED was hereunto affixed in the
presence of:)
)
)
)

.....
.....



The Common Seal of ROLLS-ROYCE
OWNERS' CLUB OF AUSTRALIA was
hereunto affixed in the presence of:)
)
)
)

.....
(Russell John Rolls)

.....
(Malcolm Nelson Johns)



Signed sealed and delivered by
the said RUSSELL JOHN ROLLS in
the presence of:)
)
)
)

.....

.....
18 Hill St Brighton Manager.

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

Signed sealed and delivered by)
the said MALCOLM NELSON JOHNS in)
the presence of:)

..... *Malcolm Nelson Johns*
..... *Patricia Sydney*

.....

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

THIS IS SCHEDULE III TO THE DEED CONSTITUTING THE ROLLS-ROYCE
OWNERS' CLUB OF AUSTRALIA DATED 18 SEPTEMBER 1992

HONORARY LIFE MEMBERSHIP RULES

The granting of Honorary Life Membership is an appointment of the Federal Council intended to show appreciation for outstanding contribution either at Member or Federal levels to the furtherance of the objects of R.-R.O.C. made by a leading member of a Member over a long period of service.

The following Rules shall be complied with:-

- (a) Any nomination is to be kept strictly confidential especially from the proposed recipient;
- (b) The nominee must have had at least 10 years` continuous service and membership as at the date of the nomination;
- (c) The nominee must have held at least one of the following offices for a period of at least two years or two of the following offices for a period of at least one year each:
 - Federal President
 - Federal Secretary
 - Federal Treasurer
 - Delegate
 - President of a Member
 - Secretary of a Member
 - Treasurer of a Member
- (d) In the opinion of the Federal Council the nominee must have made significant contribution to the general benefit of R.-R.O.C. either at Member or Federal levels by service beyond the requirements of normal R.-R.O.C. activities.
- (e) The nominee must have owned an eligible motor car for at least 5 years and preferably still own an eligible motor car;
- (f) The procedure for nomination is as follows:-
 - (i) The nomination is to be approved by the committee of the Member of which the nominee is a member. Should the nominee be a committee member of the Member at the time then the balance of the committee must meet privately to consider and approve the nomination;
 - (ii) At least 90 days before the date fixed for the next Federal Council Meeting the President or Secretary of the Member of which the nominee is a member shall advise in writing the Federal President of the nomination;
 - (iii) It shall then be the obligation of the Federal President to obtain a vote from each Member President for or against the nomination. It shall be the obligation of each Member President within 14 days of such vote being requested to advise the Federal President in writing of such vote. A majority of Member Presidents must vote in favour of the nomination and in the case of a tied vote the Federal President shall have a casting vote. Should a majority vote not be obtained as aforesaid then the nomination shall lapse;

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

- (iv) At the Federal Council Meeting the nomination must be approved by a 75% majority and the Federal President shall have a casting vote.
- (g) Notwithstanding the provisions of (b), (c), (e) and (f) above, the Federal Council may unanimously decide to elect an Honorary Life Member;
- (h) The election of a member to Honorary Life Membership is to be announced and made public at the formal dinner held during the Federal Rally immediately following the election;
- (i) An Honorary Life Member shall remain a member for life and shall be exempted from paying annual membership fees.

(As Amended 31/3/2005)



ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA

HONORARY LIFE MEMBER NOMINATION FORM

This form has been completed in accordance with the requirements of clause 28 of the Deed constituting the Rolls-Royce Owners' Club of Australia.

_____/_____/_____
Signed President /Secretary date

Nominee	
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Nominating Member	
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Continuous Member	from	to	being	years
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Federal Offices held				
Federal President	from	to	being	years
Federal Secretary	from	to	being	years
Federal Treasurer	from	to	being	years
Delegate	from	to	being	years

Other Federal Offices held				
	from	to	being	years
	from	to	being	years

Member Offices held				
President	from	to	being	years
Secretary	from	to	being	years
Treasurer	from	to	being	years

Other Member Offices held				
	from	to	being	years
	from	to	being	years
	from	to	being	years
	from	to	being	years

Eligible motor cars owned				
	from	to	being	years
	from	to	being	years
	from	to	being	years
	from	to	being	years



ROLLS-ROYCE OWNERSCLUB OF AUSTRALIA

HONORARY LIFE MEMBER NOMINATION FORM

Identify the conspicuous and continuing contributions of the nominee

Identify the benefits to the Club by reference to the furtherance of the objects* of the Club *Means as sd out in clause 3 of Deed constituting the R-ROCA, see copy attached

Identify any commercial benefit to the nominee

Identify the contribution that stands out as exceeding the duties of office

3 OBJECTS

Without limiting the generality of the objects of the R.-R.O.C. hereinafter set forth or of any activities associated therewith, its objects shall be:-

- 3.1 to encourage the ownership and good keeping and restoration of eligible motor cars;
- 3.2 to adopt and sponsor the ideas and ideals of the late Sir F. Henry Royce, the designer and builder of the first Royce car, and to foster and encourage the principle of insistence on perfection which was carried to such heights during his lifetime and which has been so admirably carried on by his successors;
- 3.3 to promote the practical and social aspects of motoring within its membership;
- 3.4 to further the motoring interests within its membership generally and where necessary or desirable to join with other persons or clubs or associations to this end;
- 3.5 to encourage courtesy, good driving and safety on the roads of Australia;
- 3.6 to encourage social contacts between its membership and generally afford the usual privileges, advantages and accommodation of a club;
- 3.7 to collect and disseminate between its membership and equivalent overseas clubs information regarding eligible motor cars;
- 3.8 to establish maintain and add to a library;
- 3.9 to establish maintain and publish a register of eligible motor cars whether or not such cars are owned within the membership;
- 3.10 to establish publish and maintain a national magazine;
- 3.11 to invest its funds in any manner;
- 3.12 to raise money in such manner and on such terms as it shall think fit;
- 3.13 to do all such other things as are incidental or conducive to the attainment of all or any of these objects.

DEED CONSTITUTING THE ROLLS-ROYCE OWNERS' CLUB OF AUSTRALIA
THIS IS SCHEDULE IV TO THE DEED CONSTITUTING THE ROLLS-ROYCE
OWNERS' CLUB OF AUSTRALIA DATED 18 SEPTEMBER 1992

SCHEDULE IV

