A COMPANY LIMITED BY GUARANTEE

CONSTITUTION

OF

cape group Australia

ACN 125 235 047

(formerly Nadrasca)

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CORPORATIONS LAW
A COMPANY LIMITED BY GUARANTEE

CONSTITUTION OF

cape group Australia

PRELIMINARY

EXCLUSION OF REPLACEABLE RULES

1. The replaceable rules contained in the Act do not apply to the Company.

DEFINITIONS AND INTERPRETATION

2. In this Constitution:

(i) "ACNC" means the Australian Charities and Not-for profits Commission.

(ii) "Act" means the *Corporations Act 2001* or any statutory modification or re-enactment thereof for the time being in force.

(iii) "Associate Member" means a person who has become an associate member of the company in accordance with this Constitution and who is not a Member.

(iv) "Company" means the company incorporated under this Constitution.

(v) "Directors" means the directors for the time being of the Company.

(vi) "Board" means the board of directors for the time being of the Company.

(vii) "Expulsion Event" means, in respect of a Member or an Associate Member:

(a) the Member or the Associate Member has wilfully refused or neglected to comply with the provisions of this Constitution;
(b) the conduct of the Member or the Associate Member, in the opinion of the Board and at the Board's sole discretion, is unbecoming of the member or prejudicial to the interests or reputation of the Company; or
(c) the Member or the Associate Member is, or any step is taken for the member to become, an externally administered body corporate.

(viii) "Gift Fund" means

(a) gifts of money or property for the principal purpose of the Company;
(b) contributions made in relation to a fund-raising event held for the principal purpose of the Company; and
(c) money received by the Company because of such gifts and contributions.

In this definition, 'contributions' and 'fund-raising event' have the same meaning as in Division 30 of the Income Tax Assessment Act 1997 (Cth).

(ix) "Member" means a person who has become a member of the Company in accordance with this Constitution. "Member" does not refer to an Associate Member.

(x) "Register of Members" means the register of Members and Associate Members (as applicable) maintained by the Secretary in accordance with clause 16.

(xi) "Seal" means the common seal of the Company (if any).

(xii) "Secretary" means the secretary for the time being of the Company and if there are joint secretaries, any one or more of such joint secretaries.

(xiii) "Special Resolution" means a resolution that has been passed by at least 75% of the votes cast by Members present and entitled to vote on the resolution.

(xiv) Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

(xv) Words importing any one gender shall be deemed and taken to include all genders and the singular to include the plural and the plural the singular unless the contrary as to gender or number is expressly provided.

OBJECTS

3. (i) The Principal Object for which the Company is incorporated is to establish and develop a range of services for people with a disability.

(ii) Solely for the purpose of furthering the Principal Object, the Company may establish and develop services including but not limited to:

(a) employment services;

(b) residential services;

(c) education services;

(d) aged persons services; and

(e) leisure and recreation services.

(iii) Without limiting the preceding clauses, the Company is established to operate as a public benevolent institution in accordance with item 4.1.1 of section 30-45 of the *Income Tax Assessment Act (Cth)1997*.

APPLICATION OF INCOME AND PROPERTY

4. (i) No portion of the income or the property of the Company will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to Members or Associate Members of the Company, except as provided in clause 4(ii) below.

(ii) Nothing in this Constitution shall prevent the payment in good faith of remuneration to any officers or servants of the Company or to any Member or Associate Member of the Company in return for any services actually rendered to the Company nor for goods supplied in the ordinary course of business, nor prevent the payment of interest on money borrowed from any Member or Associate Member of the Company or reasonable and proper rent for premises leased by any Member or Associate Member to the Company.

(iii) Nothing in this clause will prevent the provision of any benefit in good faith to a Member or Associate Member of the Company for the purposes of the Company as set out in the previous clause.

LIABILITY OF MEMBERS

5. The liability of the Members and Associate Members is limited.

CONTRIBUTION OF MEMBERS ON WINDING UP

6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she is a Member, or within one year of ceasing to be a Member such amount as may be required not exceeding fifty dollars ($50.00), for the payment of the debts and liabilities of the Company contracted whilst the Member or past Member as the case may be was a Member of the Company, and the costs charges and expenses of winding up and for the adjustment of the rights of the contributors or Members amongst themselves.

DISTRIBUTION OF PROPERTY ON WINDING UP

7. Where on the winding up of the Company or dissolution of the Company, there is a surplus of assets (including Gift Funds) after satisfying all the Company's liabilities and expenses, the surplus will not be paid or distributed to the Members or Associate Members of the Company but will be given or transferred to such other institution or company that:

(i) has similar objects to those of the Company as described in this Constitution;

(ii) prohibits the distribution of income, profit or assets to its members on terms substantially to the effect of clause 4; and

(iii) if the Company has Deductible Gift Recipient endorsement, is or are endorsed under the same category of Deductible Gift Recipient within the meaning of Division 30 of the Income Tax Assessment Act 1997 (Cth)

The determination of the institution or company to which the distribution in this clause 7 will be made by the Members of the Company on or before the time of such winding up or dissolution, failing such determination the institution or company shall be determined by application to the Supreme Court in the State of incorporation.

Upon the winding up or dissolution of the company, any part of the surplus assets consisting of property supplied by a government department or public authority, including any unexpended portion of a grant, must be returned to, or otherwise dealt with in the way directed by the department or authority that supplied it.

MEMBERSHIP

ELIGIBILITY, APPLICATION AND ADMISSION

8. Any natural person who has attained the age of 18 years or corporation (incorporated or otherwise) committed to the objects of the Company may be a Member of the Company provided:

   (i) Application for membership is made on the prescribed Application Form and the determined fee has been paid;

   (ii) The person or corporation agrees in writing to provide a guarantee of not more than fifty dollars ($50.00) to defray such liabilities and expenses of the Company upon its winding up or dissolution;

   (iii) The Application for Membership has been accepted by the Board and such acceptance may be determined by the Board using any criteria as the Board alone may determine; and

   (iv) The name of the Member has been entered in the Register of Members as a Member.

9. The Board may decline any application for membership and is not bound to give reasons why the application was not accepted.

10. The minimum number of Members shall be five (5).

ASSOCIATE MEMBERS

11. Any natural person who has attained the age of 18 years or corporation (incorporated or otherwise) committed to the objects of the Company may apply to the Company to be an Associate Member of the Company provided:

   (i) application for membership is made in the form prescribed by the Board from time to time and the fee prescribed by the Board from time to time has been paid;

   (ii) the Application for Membership has been accepted by the Board and such acceptance may be determined by the Board using any criteria as the Board alone may determine; and

   (iii) The name of the Associate Member has been entered in the Register of Members as an Associate Member.

12. The Board may prescribe the rights, duties and liabilities (if any) of Associate Members, including any provisions for dispute resolution, discipline, suspension or expulsion, provided that the rights of an Associate Member shall not include right to vote at a special general meeting of the Company.

13. The Board may decline any application for Associate Membership and is not bound to give reasons why the application was not accepted.

LIFE MEMBERS

14. The Board may appoint any Member as a Life Member.

15. A Life Member shall enjoy the rights and obligations of a Member, including the right to vote at a special general meeting of the Company, without its membership being subject to any qualification or criteria. To avoid doubt, Life Members shall remain subject to the provisions of this Constitution regarding items including but not limited to conduct of Members, grievance procedures and dispute resolution.

REGISTER OF MEMBERS

16. (i) The Secretary will maintain a Register of Members of the Company at the Company's registered office.

    (ii) When an applicant has been accepted for membership the Secretary will cause the Member's name to be entered in the Register of Members and will send to the Member written notice of the acceptance.

17. The address of a Member or Associate Member in that Register of Members will be the address of the Member or Associate Member for the purpose of service of any notices to Members and Associate Members.

18. The rights of any Member are not transferable.

ANNUAL SUBSCRIPTION

19. The annual subscription fee shall be set by the Board from time to time and shall be payable by Members and Associate Members on or before the 1st day of January each year.

20. Any Member or Associate Member who fails to pay the annual subscription fee in accordance with clause 19 by the 31st day of March in any year shall cease to be a Member or Associate Member (as applicable) from that date.

21. Nothing in the preceding clause shall prohibit any person from applying to the Board to be readmitted as a Member or Associate Member.

SUSPENSION AND EXPULSION OF MEMBERS

22. The Board may expel a Member or an Associate Member in accordance with the following:

(i) Subject to clause 22(ii) the Board may resolve to expel or suspend a member if:

(a) an Expulsion Event occurs in respect of the member and the Company gives that member at least 14 days' notice in writing stating the Expulsion Event and that the member is liable to be expelled, and informing the member of its right under clause 22(iii); or

(b) the member does not pay a fee payable by the member in accordance with clause 19 and 20.

(ii) Before the passing of any resolution under clause 22(i)(a), a member is entitled to give the Board, either orally or in writing, any explanation or defence of the Expulsion Event the member may think fit.

(iii) Where a resolution is passed under clause 22(i), the Company must give that member notice in writing of the expulsion within 14 days of the resolution.

(iv) A member may by notice in writing to the Company within 14 days of receipt of the notice referred to in clause 22(iii), request that a resolution under clause 22(i) be reviewed by the Company at the next special general meeting. If such a request is made, the Board must propose at the next special general meeting of the Company that a resolution be moved to confirm the expulsion of the member concerned.

(v) A resolution under clause 22(i) takes effect:

(a) if the member gives a notice under clause 22(iv), the date (if any) the resolution is confirmed by a special general meeting of the Company; or

(b) if the member does not give a notice under clause 22(iv), the date of the resolution.

(vi) A resolution under clause 22(i)(b) takes effect on the date of the resolution.

(vii) The Board may reinstate an expelled or suspended member on any terms and at any time as the Board resolves, including a requirement that all amounts due but unpaid by the expelled member are paid.

23. Any Member or Associate Member expelled or suspended from the Company may at any time apply to the Board to be readmitted as a Member or Associate Member.

24. No person may be a Director of the Company following expulsion or during suspension as a Member or Associate Member unless such a person is subsequently readmitted as a Member or Associate Member.

CESSATION OF MEMBERSHIP

25. Membership of the Company will terminate upon:

(i) The Secretary receiving from a Member or Associate Member a letter of resignation;

(ii) A Member or Associate Member being expelled or suspended in accordance with this Constitution;

(iii) Any other event prescribed in this Constitution;

(iv) The death of the Member or Associate Member; or

(v) The Member or Associate Member ceasing to satisfy any eligibility criteria specified by the Board from time to time.

26. A Member or Associate Member whose membership of the Company is terminated will be liable for all moneys due by that Member or Associate Member to the Company and, in the case of Members, in addition to any sum not exceeding fifty dollars ($50.00) for which the Member is liable under clause 6 of this Constitution.

27. A Member or Associate Member whose membership is terminated will not make any claim, monetary or otherwise, on the Company, its funds or property except as a creditor thereof.

28. Any natural person or corporation who for any reason ceases to be a Member or Associate Member shall no longer represent themselves in any manner as being a Member or Associate Member.

MEETINGS OF MEMBERS

ANNUAL GENERAL MEETING

29. (i) Subject to the Act, a general meeting shall be held at least once in every calendar year and within the period of five (5) months after the end of the financial year at such time and place as may be determined by the Directors. The abovementioned general meeting shall be called the "Annual General Meeting" and all other meetings of the Company shall be called "special general meetings".

(ii) The business of the Annual General Meeting may include any of the following, even if not referred to on the notice of meeting:

(a) the consideration of the Annual Financial Statements, Directors' Declaration and Directors' Report and Auditor's Report (if one has been prepared);

(b) the election of Directors; and

(c) the appointment and payment of auditors (if any).

CONVENING SPECIAL GENERAL MEETINGS

30. (i) Any Director may whenever he or she thinks fit convene a meeting of the Company's Members.

(ii) The Directors must convene a meeting of the Company's Members on the request of Members in accordance with section 249D of the Act. The Members may convene a meeting of the Company's Members in accordance with section 249E and 249F of the Act.

NOTICE OF SPECIAL GENERAL MEETINGS

31. A notice of meeting of the Company's Members shall specify:

    (i) the place, the day and the time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);

    (ii) the general nature of the business to be transacted at the meeting;

    (iii) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution; and

    (iv) such other information as is required by section 249L of the Act.

32. The Company may hold a meeting of its Members at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

33. Subject to the provisions of the Act relating to agreements for shorter notice, at least 21 days notice must be given of a meeting of the Company's Members.

34. (i) Notice of every meeting of the Company's Members shall be given in the manner authorised by clause 94 to:

    (a) every Member and to every Director; and

    (b) the auditor for the time being of the Company.

    (ii) No other person is entitled to receive notices of meetings of the Company's Members.

CHAIRMAN OF SPECIAL GENERAL MEETINGS

35. (i) The Chairman of the Board shall preside as Chairman at every special general meeting.

    (ii) If there is no Chairman or the Chairman is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the Deputy Chairman will be the Chairman.

    (iii) If the Deputy Chairman is not present or is present but is unwilling to act for all or part of the meeting, the Members present shall elect one of their number to be Chairman of the meeting (or part of it).

QUORUM FOR SPECIAL GENERAL MEETINGS

36. (i) No business shall be transacted at any meeting of the Company's Members unless a quorum of Members is present at the time when the meeting proceeds to business.

(ii) A quorum of Members for a meeting is fifteen (15) Members or a number equal to half of the registered Members plus one (and if that number is not a whole number then the nearest whole number above), whichever is the lesser.

(iii) For the purpose of determining whether a quorum is present, a person attending as a proxy, or as representing a body corporate that is a Member, shall be deemed to be a Member.

ADJOURNMENT OF SPECIAL GENERAL MEETINGS

37. If a quorum is not present within fifteen (15) minutes from the time appointed for the meeting:

(i) where the meeting was convened upon the request of Members - the meeting shall be dissolved; or

(ii) in any other case:

(a) the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and

(b) if at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting, then the meeting shall be dissolved.

38. (i) The Chairman shall adjourn a meeting of the Company's Members from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the Chairman to do so. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(ii) When a meeting of the Company's Members is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting.

(iii) Except as provided by the preceding paragraph, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING AT SPECIAL GENERAL MEETINGS

39. (i) At any meeting of the Company's Members a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded (before a vote is taken or immediately after the declaration of the result of the show of hands) by at least two thirds of the Members present in person or by proxy.

(ii) Unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the

proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

(iii) The demand for a poll may be withdrawn.

40. (i) If a poll is duly demanded, it shall be taken in such a manner as the Chairman directs and unless the meeting is adjourned, the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.

(ii) A poll demanded on the election of a Chairman or on a question of adjournment shall be taken immediately.

41. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting of the Company's Members at which the show of hands takes place or at which the poll is demanded will have a casting vote in addition to any vote the Chairman may have in the capacity as a Member.

42. Subject to any rights or restrictions for the time being attached to any Member:

(i) at meetings of the Company's Members or classes of Members each Member entitled to vote may vote in person or by proxy or attorney or representative; and

(ii) on a show of hands every person present who is a Member or a proxy or representative of a Member has one vote, and on a poll every person present in person or by proxy or attorney or representative has one vote.

43. If the membership is held jointly and more than one such joint Member votes, only the vote of the Member whose name appears first in the Register of Members counts.

44. If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his or her committee or trustee or such other person as properly has the management of his or her estate may exercise any rights of the Member in relation to a meeting of the Company's Members as if the committee, trustee or other person were the Member.

45. A Member is not entitled to vote at a meeting of the Company's Members unless all sums presently payable by him or her in respect of the Company have been paid.

46. (i) An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.

(ii) Any such objection shall be referred to the Chairman of the meeting of the Company's Members, whose decision is final.

(iii) A vote not disallowed pursuant to such an objection is valid for all purposes.

PROXIES

47. A Member of the Company who is entitled to attend and cast a vote at a meeting of the Company's Members may appoint a person (whether or not a Member of the Company) as the Member's proxy to attend and vote for the Member at the meeting.

48. (i) An instrument appointing a proxy shall be in writing under the hand of the appointor or of his or her attorney duly authorised in writing or, if the appointor is a corporation, either under seal or executed in accordance with the Act or under the hand of an officer or attorney duly authorised.

(ii) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote in the resolution except as specified in the instrument.

(iii) An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

49. An instrument appointing a proxy shall be in the following form or in a form that is as similar to the following form as the circumstances allow:

CAPE GROUP AUSTRALIA LTD

I/We ..... being a member/members of the abovenamed Company hereby appoint ..... of ..... or, in his or her absence, ... of ..... as my/our proxy to vote for me/us on my/our behalf at the meeting of the Company's members of the Company to be held on the ..... day of ....., 20.. and at any adjournment of that meeting.

This form is to be used * in favour of / * against the resolution

SIGNED this ..... day of ....., 20..
* Strike out whichever is not desired # To be inserted if desired

50. An instrument appointing a proxy shall not be treated as valid unless the instrument and the power of attorney or other authority (if any) under which the instrument is signed or a copy of that power or authority certified by a solicitor or a notary public, is or are deposited not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, at the registered office of the Company or at such other place in Australia as is specified for that purpose in the notice convening the meeting.

51. A vote given in accordance with the terms of an instrument of proxy or of a power of attorney is valid notwithstanding the previous death or unsoundness of mind of the principal, the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, providing no intimation in writing of the death, unsoundness of mind or revocation was made before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

DIRECTORS

APPOINTMENT AND REMOVAL OF DIRECTORS

52. The number of the Directors shall be not less than five (5) and not more than eleven (11).

53. The Company may from time to time by resolution passed at a special general meeting fix the number of Directors or increase or reduce the number of Directors (but so that the number shall be not less than five and not more than eleven) and may also determine in what rotation (if any) the increased or reduced number is to go out of office.

54. The Company may from time to time by resolution passed at a special general meeting appoint a Member to be a Director of the Company. The resolution may specify the period during which the Director is to hold office and if it does so specify the Director will cease to hold office at the expiration of that period but will be eligible for reappointment. If the Members' resolution does not specify the term of the Director's appointment, the Director will hold office in accordance with clause 63.

55. A Director of the Board must have attained the age 18 years and must have suitable qualifications, skills and experience to discharge the function of a Member of the Board as determined by the Board from time to time.

56. In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a meeting of the Company's Members for that purpose.

57. (i) The Directors shall have power at any time and from time to time to:

(a) appoint a new Director to fill any casual vacancy; and

(b) appoint additional Directors.

(ii) Any Director so appointed shall hold office only until the next following Annual General Meeting of the Company and shall then be eligible for election but shall not then be taken into account in determining the number of Directors who are to retire by rotation at such meeting.

58. It shall be necessary for a Director to be a Member of the Company by way of qualification.

59. No current employee of the Company, nor a Member who has been an employee of the Company or the former incorporated association known as Nadrasca Inc in the previous two years shall be eligible for election or appointment to the office of Director, provided however that the Chief Executive Officer shall be eligible for election or appointment to the office of Director.

60. The Company may from time to time by resolution passed at a special general meeting remove any Director.

61. In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Act, the office of a Director becomes vacant if the Director:

(i) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(ii) resigns his or her office by notice in writing to the Company;

(iii) is absent for three (3) consecutive meetings of the Board without prior approval from the Directors;

(iv) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his or her interest as required by clause 77; or

(v) is expelled or suspended as a Member in accordance with clause 22 or ceases to be a Member in accordance with clause 25.

DEFECTS IN APPOINTMENT OF DIRECTORS

62. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or a Member of the committee, or to act as a Director, or that person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a Director or to be a Member of the committee.

ROTATION OF DIRECTORS

63. With the exception of the Chief Executive Officer, the following provisions shall apply to all the Directors:

(i) At every Annual General Meeting those Directors who have been in office for three years or until the third Annual General Meeting following such Directors' appointment (whichever is the longer) shall retire.

(ii) Any retiring Director is eligible for re-election to the Board with the consent of that Director and, to avoid doubt, paragraph (v) of this clause does not apply to the election of a retiring Director.

(iii) The Company at any special general meeting at which any Directors retire in manner aforesaid may fill up the vacated office by electing a like number of persons to be Directors and may fill up any other vacancies.

(iv) Subject to the provisions of the Act, the Company in a special general meeting may at any time by ordinary resolution remove any appointed or elected Director before the expiration of such Director's period of office and, if so desired, elect another person in such Director's stead. The person so elected shall hold office during such time only as the Director in whose place such Director is elected would have held office if such Director had not been removed.

(v) No person (except for a retiring Director) shall be eligible for election to the office of Director at any special general meeting unless such Director or some other Member intending to propose such Director has, at least fourteen (14) clear days before the meeting, left at the registered office of the Company a notice in writing duly signed by the nominee giving such Director's consent to the nomination and signifying such Director's candidature or the intention of such Member to propose him or her or unless such Director has been recommended by the Board for election and notice

in writing of such recommendation has been left at the registered office of the Company at least fourteen (14) clear days before the meeting. Notice of every candidate for the position of Director shall be served on Members at least seven (7) days before the meeting at which the election is to take place.

REMUNERATION OF DIRECTORS

64. The Directors will be renumerated at the Company's discretion and any renumeration paid by the Company will be determined in accordance with reasonable industry terms.

POWERS AND DUTIES OF DIRECTORS

65. (i) Subject to the Act and to any other provision of this Constitution, the business of the Company shall be managed by the Directors, and the Company may pay all expenses incurred by the Directors in doing so.

(ii) Without limiting the generality of the preceding paragraph, the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or give any other security for a debt, liability or obligation of the Company or of any other person.

66. (i) The Directors may, by power of attorney, appoint any person or persons (either by name or by reference to position or office held) to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.

(ii) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him or her.

67. All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed, executed, as the case may be in such manner as the Directors determine.

MEETINGS OF DIRECTORS

68. The Board of Directors may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit.

CONVENING MEETINGS OF DIRECTORS

69. The Board of Directors may at any time, and a Secretary shall on the requisition of a Director, convene a meeting of the Directors.

QUORUM FOR DIRECTORS' MEETINGS

70. At a meeting of the Directors, the number of Directors whose presence is necessary to constitute a quorum is such number as is equal to half of the total number of Directors plus one and if that number is not a whole number then the nearest whole number above, provided that each such person is a Director or an alternate Director and is entitled under the law to vote on a motion that may be moved at that meeting.

CHAIRMAN AND OFFICE BEARERS

71. (i) At the first Board Meeting, the Directors shall elect one of their number as Chairman and determine the period for which such Chairman is to hold office.

(ii) At the first Board Meeting, the Directors shall elect one of their number as Deputy Chairman and determine the period for which such Deputy Chairman is to hold office.

(iii) Where a meeting of the Directors is held and:

(a) a Chairman or Deputy Chairman has not been elected as provided by the preceding two paragraphs; or

(b) the person so elected is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting,

the Directors present shall elect one of their number to be Chairman of such meeting or part of it.

(iv) Office Bearers of the Company other than the Chairman will be elected by the Board by a simple majority for an annual term of office.

(v) The number and duties of the Office Bearers shall be determined by the Board from time to time.

(vi) An Office Bearer, including the Chairman, may be elected for more than one successive term.

VOTING AT DIRECTORS' MEETINGS

72. (i) Subject to this Constitution, questions arising at a meeting of Directors shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.

(ii) In a case of an equality of votes, the Chairman of the meeting shall not have a casting vote in addition to any vote the Chairman may have in the capacity as a Director.

ALTERNATE DIRECTORS

73. (i) A Director may, with the approval of the other Directors, appoint a person to be an alternate Director in his or her place during such period as he or she thinks fit, provided that such alternate Director has the necessary skills and expertise to fulfil such role.

(ii) An alternate Director is entitled to notice of meetings of the Directors and, if the appointor is not present at such a meeting, is entitled to attend and vote in his or her stead.

(iii) An alternate Director may exercise any powers that the appointor may exercise and the exercise of any such power by the alternate Director shall be deemed to be the exercise of the power by the appointor.

(iv) An alternate Director is not required to have any membership qualifications.

(v) The appointment of an alternate Director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the alternate Director has not expired, and terminates in any event if the appointor ceases to hold office as a Director.

(vi) An appointment, or the termination of an appointment, of an alternate Director shall be effected by a notice in writing signed by the Director who makes or made the appointment and served on the Company.

DELEGATION OF POWERS

74. (i) The Directors may delegate any of their powers to a committee or committees consisting of such number as they think fit. The directors may revoke or vary any power so delegated.

(ii) A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and clauses 65 and 66 of this Constitution.

(iii) If the committee wishes to exercise any powers which do not fall within the scope of their delegated authority, the committee must seek approval from the Board before exercising such powers. For clarity, the committee shall not have the Board of Director's decision-making powers.

(iv) The Members of such a committee may elect one of their number as Chairman of their meetings.

(v) Where such a meeting is held and:

(a) a Chairman has not been elected as provided by the preceding paragraph; or

(b) the person so elected is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting,

the Members present shall elect one of their number to be Chairman of the meeting or part of it.

(vi) A committee may meet and adjourn as it thinks proper.

(vii) Questions arising at a meeting of a committee shall be determined by a majority of votes of the Members present and voting.

(viii) In the case of an equality of votes, the Chairman shall not have a casting vote in addition to any vote the Chairman may have in the capacity as a committee Member.

ELECTRONIC MEETINGS OF DIRECTORS

75. (i) A meeting of Directors may be called or held using any technology consented to by all the Directors. Consent of a Director for the purposes of this clause may be a standing one. A Director may only withdraw his or her consent within a reasonable time before the meeting of Directors.

(ii) For the purposes of this Constitution, the contemporaneous linking together by an instantaneous communication device of a number of Directors not less than the quorum, whether or not any one or more of the Directors is out of Australia, shall be deemed to constitute a meeting of the Directors and all the provisions of this Constitution as to meetings of the Directors shall apply to any such meeting held by an instantaneous communication device so long as the following conditions are met:

(a) All the Directors for the time being entitled to receive notice of the meeting of Directors (including any alternate for any Director) shall be entitled to notice of a meeting held by an instantaneous communication device and to be linked by an instantaneous communication device for the purpose of such meeting. Notice of any such meeting shall be given on the instantaneous communication device or in any other manner permitted by this Constitution; and

(b) Each of the Directors taking part in the meeting by an instantaneous communication device must be able to hear each other of the Directors taking part at the commencement of the meeting.

(iii) A Director may not leave a meeting held by an instantaneous communication device by disconnecting his or her instantaneous communication device unless he or she has previously expressly notified the Chairman of the meeting of his or her intention to leave the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during such a meeting until such notified time of his or her leaving the meeting.

(iv) A minute of the proceedings at meetings held by an instantaneous communication device shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairman of the meeting.

(v) For the purpose of this clause "instantaneous communication device" shall include telephone, television or any other audio and/or visual device which permits instantaneous communication.

CIRCULATING RESOLUTIONS

76. (i) If a majority of the Directors (or such other number of Directors required under this Constitution to pass any resolution at a meeting of Directors) entitled to vote on a resolution have signed a document containing a statement that they favour of a resolution of the Directors in terms set out in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.

(ii) For the purposes of the preceding sub-clause, two or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate document.

DIRECTORS' GOVERNANCE STANDARDS

77. (i) Subject to the Act no Director shall be disqualified by his or her office from contracting or entering into any arrangement with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or agreement, by reason of such Director holding that office or of the fiduciary relation thereby established, but every Director shall observe the provisions of Section 191 of the Act relating to the disclosure of the interest of Directors which might create duties or interests in conflict with their duties or interests as Directors as if the Company were a proprietary company.

(ii) Subject to the Act, a Director shall not as a Director be present at a meeting of Directors or vote in respect of any contract or arrangement in which such Director is interested in the manner described in the preceding sub-clause being considered at that meeting.

(iii) A Director who is interested in any contract or arrangement as aforesaid may notwithstanding such interest attest the affixing of the Seal of the Company to any document evidencing or otherwise connected with such contract or arrangement.

(iv) All Directors must:

(a) exercise their powers and discharge their duties with the degree of care and diligence of a reasonable person in their position;

(b) act in good faith, in the best interests of the Company and to further its objects;

(c) not misuse their position;

(d) ensure the Company's financial affairs are managed responsibly by considering the systems and processes in place to ensure the finances are applied for the purposes of the relevant entity; and

(e) not allow the Company to operate while insolvent and must adequately understand the finances and ensure there are sufficient resources to pay debts as and when they are due.

(v) The Directors must ensure the Company operates in compliance with all relevant laws and the risks are identified and managed to minimise the occurrence and effects of risks.

(vi) The Directors must ensure that Company adheres to the ACNC Governance Standards and, if applicable, the ACNC External Conduct Standards.

SECRETARY

78. The Board shall appoint a Secretary on such terms and for such tenure as they may decide in their absolute discretion.

79. The Board of Directors may elect, in their absolute discretion, to appoint the Secretary to the Board.

CHIEF EXECUTIVE OFFICER

80. The Board of Directors shall appoint a Chief Executive Officer on such terms and for such tenure as they may decide in their absolute discretion.

81. The provisions of clauses 59, 60 and 63 shall not apply to the Chief Executive Officer.

82. (i) The Directors may, upon such terms and conditions and with such restrictions and as they think fit, confer upon the Chief Executive Officer any of the powers exercisable by them, provided however the Chief Executive Officer shall not be conferred the Board of Director's decision-making powers.

(ii) Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.

(iii) The Directors may at any time withdraw or vary any of the powers so conferred on the Chief Executive Officer.

AUXILIARIES

83. The Board may promote the formation of such auxiliaries as the Board shall deem appropriate and may authorise the use of the Company name and the raising of funds by

such auxiliaries and may prescribe the reporting requirements and operational guidelines of such auxiliaries.

ADMINISTRATION

MINUTES

84. The Directors will cause minutes of:

(i) all proceedings and resolutions of meetings of the Company's Members;

(ii) all proceedings and resolutions of meetings of the Directors, including meetings of a committee of Directors;

(iii) resolutions passed by Members without a meeting; and

(iv) resolutions passed by Directors without a meeting,

to be duly entered into the books kept for that purpose in accordance with the Law.

85. A minute recorded and signed in accordance with the Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

86. Books containing the minutes of meetings of the Company's Members and resolutions passed by Members without a meeting will be open for inspection by any Member free of charge.

ACCOUNTS

87. (i) The Directors will cause to be kept proper books of accounts in which will be kept true and complete accounts of the affairs and transactions of the Company. Proper books will not be deemed to be kept unless the books give a true and fair view of the state of the Company's affairs and explain its transactions.

(ii) The Financial Year will begin on the first day of July and end on the thirtieth day of June.

(iii) The accounts will be held at the registered office or any other place as the Directors think fit.

(iv) The accounts will always be open to inspection by the Directors.

(v) The Directors will arrange for the financial report, the Directors' report and the Auditors' report if and as required by the Act or the ACNC to be made out and laid before the Annual General Meeting.

AUDIT

88. (i) A registered company auditor must be appointed.

(ii) The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Act.

INSPECTION OF ACCOUNTING RECORDS

89. A Member other than a Director may inspect the accounting records of the Company if provided by law or authorised by the Directors or by the Company in a meeting of the Company's Members.

DIVIDENDS AND RESERVES

90. No payment of dividends or other distributions to Members or Associate Members shall be made.

EXECUTION OF DOCUMENTS

91. (i) The Company may have a Seal, known as the common seal, on which its name, its Australian Company Number and the words "Common Seal" are engraved.

(ii) If the Company has a seal the Directors shall provide for the safe custody of the Seal.

(iii) The Seal shall be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal.

(iv) The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:

(a) two Directors; or

(b) one Director and one Secretary; or

(c) one Director and another person appointed by the Directors for that purpose.

The signature of such persons may be affixed to the document by manual, autographic or mechanical means.

(v) The Company may execute a document without using a seal if the document is signed by:

(a) two Directors; or

(b) one Director and one Secretary; or

(c) one Director and another person appointed by the Directors for that purpose.

(vi) A facsimile signature may not be affixed to a document unless the auditors, internal auditors or bankers of the Company have reported to the Board in writing that the document may be sealed in that manner.

BY LAWS

92. The Board has power to make By Laws concerning membership application and qualification for membership of the Company and any other matter which the Board believes suitable for including in such By Laws.

ALTERATION OF CONSTITUTION

93. The Company may only alter this Constitution by Special Resolution passed at a special general meeting of the Members.

NOTICES

94. (i) A notice may be given by the Company to any Member or Associate Member either:

(a) by serving it on him or her personally;

(b) by sending it by post to him or her at his or her address, including any email address, as shown in the Register of Members or the address supplied by him or her to the Company for the giving of notices to him or her;

(c) by sending it by facsimile transmission to a facsimile number supplied by the Member or Associate Member to the Company for the giving of notices to the Member or Associate Member.

(ii) Where a notice is sent by post, service of the notice shall be deemed to be effective by properly addressing prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice to a Member or Associate Member, on the day after the date of its posting and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.

(iii) Where a notice is sent by facsimile, service of the notice shall be deemed to be effected on receipt by the Company of a transmission report confirming successful transmission.

(iv) Where a notice is sent by email, service of the notice shall be deemed to be effected twenty-four (24) hours after the transmission of the email unless the person transmitting the email is notified at any time that the email was undelivered or undeliverable.

(v) A notice may be given by the Company to joint members by giving notice to the joint member first named in the Register of Members.

OFFICERS: INDEMNITIES AND INSURANCE

95. (i) To the extent permitted by the Act:

(a) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any

liability for costs and expenses incurred by that person in defending any proceedings in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the Court grants relief to the person under the Law; and

(b) the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability incurred by that person, as an Officer of the Company or of a wholly-owned subsidiary of the Company, to another person (other than the Company or a related body corporate of the Company) unless the liability arises out of conduct involving a lack of good faith.

96. The Company will pay a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:

(i) incurred by the person in his or her capacity as an Officer of the Company or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or a subsidiary of the Company or otherwise arising out of the Officer's holding such office PROVIDED THAT the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of Sections 182 and 183 of the Act; or

(ii) for costs and expenses incurred by that person in defending proceedings, whatever their outcome.

97. In the two preceding clauses:

(i) the term "proceedings" means any proceedings whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as such an Officer or in the course of acting in connection with the affairs of the Company or a wholly-owned subsidiary or subsidiary of the Company or otherwise arising out of the Officer's holding such officer (including proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a wholly-owned subsidiary or subsidiary of the Company); and

(ii) the term "Officer" has the meaning given to that term in Section 9 of the Act.

WINDING UP

98. Subject to clause 7, the Company may be dissolved by a Special Resolution of Members at a meeting of the Company Members.

99. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she is a Member, or within one year of ceasing to be a Member such amount as may be required not exceeding fifty dollars ($50.00), for the payment of the debts and liabilities of the Company contracted whilst the Member or past Member as the case may be was a Member of the Company as well as for the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors amongst themselves.

DGR REVOCATION

100. If the endorsement (if any) of the Company as a deductible gift recipient is revoked, there remains after satisfaction of all its debts and liabilities any surplus assets or property whatsoever (including Gift Funds), that amount shall be transferred to any one or more charities that meet the requirements set out in clause 7

DISPUTE RESOLUTION

101. The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between a Member or Director and:

(i) one or more Members;

(ii) one or more Directors, or

(iii) the Company.

102. A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clauses 22 to 24 until the disciplinary procedure is completed.

103. Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.

104. If those involved in the dispute do not resolve it under clause 103, they must within 10 days:

(i) tell the Directors about the dispute in writing;

(ii) agree or request that a mediator be appointed, and

(iii) attempt in good faith to settle the dispute by mediation.

105. The mediator must:

(i) be chosen by agreement of those involved, or

(ii) where those involved do not agree:

a. for disputes between Members, a person chosen by the Directors, or

b. for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the law institute or society in the state or territory in which the Company has its registered office.

106. A mediator chosen by the directors under clause 105(i)(a):

(i) may be a Member or former member of the Company;

(ii) must not have a personal interest in the dispute, and

(iii) must not be biased towards or against anyone involved in the dispute.

107. When conducting the mediation, the mediator must:

(i) allow those involved a reasonable chance to be heard;

(ii) allow those involved a reasonable chance to review any written statements;

(iii) ensure that those involved are given natural justice, and

(iv) not make a decision on the dispute.