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Memorandum of Association of Monkey Baa Theatre for Young People Ltd

1. **Name**

The name of the company is MONKEY BAA THEATRE FOR YOUNG PEOPLE LIMITED ("the Company").

2. **Registered Office**

The registered office of the Company will be situated in Sydney in the State of New South Wales or at such a place in the said State as the Directors may from time to time determine.

3. **Objectives**

The objectives for which the Company is established are to;

- (a) Produce high quality theatre for young people.
- (b) Create original Australian work.
- (c) Present high quality theatrical experiences on a national touring circuit.
- (d) Nurture and challenge our own creativity as artists.
- (e) Develop and present theatre workshop programs accessible to young people throughout Australia.

4. **Income and Property**

The income and property of the Company, whenever derived, shall be applied solely towards the promotion of the objectives of the Company as set forth in the Memorandum; and no portion shall be paid or transferred, directly, by way of dividend, bonus or otherwise by way of profit, to the members of the Company.

Provided that nothing in the Memorandum shall prevent the payment, in good faith, of reasonable and proper remuneration to any members, officer, or servant of the Company in return for any services actually rendered to the Company or to any members of the Company in relation to any contract, repayment of out-of-pocket expenses, right or claim in which he or she is interested and which arises otherwise than by their membership and, without limiting the generality of the foregoing, nothing shall prevent the payment for goods supplied by any member in the ordinary or usual way of business, nor prevent the payment of interest for money lent or reasonable and proper rent for premises demised or let by any member to the Company.

5. **Accounts**

True account shall be kept of the sums of moneys received and expended by the Company, and the manner in respect of which such receipt and expenditure takes place, and the property of, credits and liabilities of the Company and, subject to any reasonable restrictions as the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force, such accounts shall be open to the inspection of the members. Once at least every year, the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors who shall report to the members in accordance with the provisions of the Corporations Act 2001 ("the Act").

6. **Winding Up**

If upon the winding up or dissolution of the Company there remains any property, after satisfaction of all its debts and liabilities, the same shall not be paid to or distributed amongst its members but shall be given or transferred to some other organisation or organisations having objects similar to the objects of the Company and which prohibits the distribution of income and property among members, such organisation or organisations is/are to be eligible for tax deductibility of donations under subdivision 30-B of the income Tax Assessment Act 1997 and if effect cannot be given to this provision, then to some cultural objects approved under S30-B of the Income tax Assessment Act 1997. For the purpose of this clause the term "property" will not include any monies held in the Public Fund of the Company as defined in clause 58 of the Articles of Association of the Company.

7. **Contribution**

Each member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he/she is a member or within one (1) year after he/she ceases to be a member for payment of the debts and liabilities of the Company contracted before he/she ceases to be a member of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required. However the liability of any member shall be limited to two dollars (\$2.00).

8. **Subscribers**

The names and addresses and occupations of the subscribers are as follows

Name	Address	Occupation
		Publicist
		Director
		Actor
		General Manager
		General Manager
		Solicitor
		Actor
		Director

9. WE, the several persona whose names, address and occupations are listed above are desirous of being formed into a company in pursuance of this Memorandum of Association

Signature of Subscribers

Signature and Address of Witness

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Articles of Association of Monkey Baa Theatre for Young People Limited

1. **Interpretation**

In these articles unless the context otherwise requires:

"The Act" means the "Corporations Act 2001 (Cth)"

"Articles" means these articles of Association and all supplementary substituted or amending Articles for the time being in force.

"The Company" means the Company incorporated as "Monkey Baa Theatre for Young People Limited" under that or any other subsequent name

"Creative Directorate" refers to the three core members appointed to perform the creative and administrative duties of the Company.

"The Seal" means the common seal of the Company

"State" means the State of New South Wales

- (1) Expressions referring to writing shall unless the contrary intention appears, be construed as references to printing, lithography, photography and other modes of representing or reproducing words in a visible form
- (2) Headings in these Articles shall be disregarded in interpreting these Articles
- (3) Words or expression contained in these Articles shall be interpreted in accordance with the provisions of the Acts Interpretation Act, 1901, and of the Act as in force at the date at which the Articles became binding on the Company

2. **Purpose of the Company**

The Company is established as set out in the Memorandum of Association.

3. **Initial Membership**

The number of members with which the Company proposes to be registered is eight (8) but the directors may from time to time register an increase of numbers.

4. **Entrance Fees**

Until the Board resolves otherwise, the membership entrance fee shall be two dollars (\$2)

5. **Resignations**

A member may at any time, by giving notice in writing to the Creative Directorate, resign membership of the Company but will continue to be liable for (a) moneys due by/to the company (b) and for any sum which he/she is liable as a member of the Company under clause 7 of the Memorandum of Association of the Company.

6. **Non-Compliance**

If any member willfully refuses or neglects to comply with the provisions of the Memorandum of Association or Articles of Association of the Company or is guilty of any conduct which in the opinion of the board is unbecoming of a member or prejudicial to the interest of the Company, the board shall have power to expel the member from the Company and remove his/her name from the register of members provided that he/she shall;

- (a) have had, at least one week before the meeting of the directors at which a resolution for expulsion is passed, notice of such meeting and of what is alleged and of the intended resolution of expulsion; and
- (b) at such meeting and before the passing of such resolution, have had an opportunity of giving an oral or written explanation or defense; and provided further that
- (c) any such matter may by notice in writing lodged with the Creative Directorate at least twenty four (24) hours before the time for holding the meeting at which the resolution for his/her expulsion is to be considered by the directors, elect to have the question of expulsion dealt with by the company in a general meeting and in that event an extraordinary general meeting of the Company shall be called for the purpose and if at the meeting a resolution for the expulsion of the member be passed by majority of two thirds of those present and voting (such vote to be taken by ballot) the member shall be expelled and his/her name removed from the register of members.

General Meetings

7. **First Meeting**

The first general Meeting of the company shall be held not less than one (1) month and no more than three (3) months after the incorporation of the company and at such place as the Creative Directorate shall determine.

8. Annual General Meeting

An Annual General Meeting of the Company shall be held in accordance with the provisions of the Act. All General Meetings, other than the Annual General Meetings shall be called Extraordinary General Meetings.

9. Extraordinary General Meetings

The Board of Directors may whenever they think fit convene an Extraordinary General Meeting and an Extraordinary General Meeting shall be convened on such requisitions or in default may be convened by such requisition as provided by the Act. If at any time there are not, within the State, sufficient Directors capable of acting to form a quorum, a Director or any two (2) members of the Company may convene an Extraordinary General Meeting in the same manner as nearly possible as that in which meeting may be convened by the Board of Directors.

10. Notice

Subject to the provisions of the Act relating to special resolutions and agreements of shorter notice, fourteen (14) days notice at least of Annual General Meeting and thirty (30) days notice at least in case of an Extraordinary General Meeting (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of the meeting. In the case of special business, the general nature of that business will be given to such persons who are entitled to receive such notices from the Company.

11. Non-receipt of notice

The accidental omission to give notice of a meeting to or the non-receipt of a meeting by any member shall not invalidate the proceedings at any meetings.

12. Business

Special business is (a) all business transacted at an Extraordinary General Meeting, and (b) all business transacted at an Annual General Meeting, with the exception of (1) the reception and consideration of the accounts, balance sheets and report to the board and Auditors (2) the election of the Board in the place of those retiring and (3) the appointment and fixing of the remuneration of the Auditors.

Proceedings at General Meetings

13. Quorum

No Business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceed to business. Except as otherwise provided, four (4) members of the membership of the Company present in person shall be a quorum.

14. Absence of a Quorum

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Chairperson may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present (being no less than three (3) members) shall be a quorum.

15. Chairperson

The chairperson of the Company shall preside as chairperson at every General Meeting of the Company and Directors, or if there is no Chairperson or if the Chairperson is not present within ten (10) minutes after the time appointed for holding of the meeting or is unwilling to act, the Deputy Chair shall preside as Chairperson for the duration of the meeting. If there be no deputy chair office or the deputy Chair is not present within 10 minutes or is unwilling to act, the meeting shall be adjourned to the same time and place 30 days later. If at such adjourned meeting the Chairperson or Deputy Chair is not present within ten (10) minutes or is unwilling to act then the members present shall elect one of their number to be chairperson of the meeting, a simple majority sufficing.

16. Adjournment

The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjournment meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjournment meeting shall be given as in the case of an original meeting. Save as provided it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

17. Voting

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded;

- (a) By the Chairperson; or
- (b) By at least three (3) members present in person

Unless a poll is so demanded a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular minority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be

conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution. The demand for a poll may be withdrawn.

18. Polling

If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs. The result of the poll shall be a resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairperson or on a question of adjournment must be taken immediately.

19. Casting Vote

If the votes are tied, whether on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a second or casting vote.

20. Voting by person, attorney or proxy

A member may vote in a general meeting person, by attorney or by proxy. On a show of hands every person present who is a member or a representative of a member will have one (1) vote and on a poll every member present in person or by attorney or proxy will have one (1) vote.

21. Proxy

(a) The instrument of attorney or a certified copy of that instrument must be deposited at the registered office of the Company, or at such place within the State as is specified for the purpose in the notice convening the meeting, not less than twenty four (24) 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 the poll not less than twelve (12) hours before the time appointed for the taking of the poll and, in default, the instrument of attorney will not be treated as valid.

(b) A vote given in accordance with the terms of an instrument of attorney or proxy will be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation as aforesaid has been received by the Company at the registered office before the commencement of the meeting at which the instrument is used.

22. Mental Health

A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his/her committee or by his/her trustee or by such person as properly has the management of his/her estate and any such committee, trustee or other person may vote by attorney.

Directors and Management of the Company

23. Office-Bearers

The office-bearers of the Company shall consist of the Chairperson, Secretary and Treasurer all of whom shall be members of the Company, or in the position of Secretary may be one of the Creative Directorate. The Directors may also appoint office-bearers for Deputy Chair and Deputy Treasurer from time to time and both of whom shall be members of the Company.

24. Business Affairs

The Company and its business affairs and property shall be managed by a Board of Directors who may exercise all such powers, authorities and discretions of the Company as are not, by Act or by these Articles required to be exercised by the Company in General Meetings subject nevertheless to any of these Articles and to provision of the Act and to such regulations, being not inconsistent with the Articles or provision, as may be prescribed by the Company in General Meeting PROVIDED THAT any rule, regulation or by-law of the Company made by the Board may be disallowed by the Company in general meeting PROVIDED FURTHER that no resolution of or regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that resolution or regulation had not been made.

25. Number of Board Directors

The Board of Directors shall not consist of less than five (5) nor more than eight (8) Directors elected from the membership of the Company.

26. Representation on the Board

The Board, where possible, will consist of at least two artists ie. theatre directors and/or actors, a theatre presenter, and persons with skills in education, marketing, legal or/and accounting.

27. Duration of Office

All Directors shall retire annually and subject to these Articles shall be eligible for re-election.

28. Mid-Term Appointments

Any casual vacancy occurring among the Directors may be filled by resolution signed by not less than a majority of the remaining Directors by any director so appointed shall hold office only until the next Annual General Meeting whereupon he/she shall retire from office but shall be eligible for re-election in accordance with these Articles.

29. Eligibility

No person shall be eligible for election as a Director unless he/she is a member of the Company.

30. Method of Election

The method of elections of the Directors at the Annual General Meeting shall be determined by the members present.

31. Ceasing to be a Director

A Director shall be deemed to have vacated office if he/she;

- (1) ceases to be a Director by virtue of the Act;
- (2) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (3) becomes prohibited from being a Director of a company by reason of any order made under the Act;
- (4) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health;
- (5) resigns his/her office by giving not less than seven (7) days notice in writing to the Company;
- (6) is absent without permission of and/or apology to the Board from more than three consecutive meetings of the Board.
- (7) ceases to be a member of the Company

PROVIDED ALWAYS that nothing in this Article shall affect the operation of the Memorandum of Association.

32. Board of Vacancies

The Directors may act notwithstanding any vacancy in their body but of and for so long as their number is reduced below the number fixed as a quorum they shall not act except in the case of emergency or for the purpose of filling up the vacancies or for summoning a General Meeting.

33. Chairperson

At their first meeting after incorporation and thereafter at the first meeting of the Directors following each Annual General Meeting of the Company, the Directors shall elect from among their number a Chairperson, whom subject to these Articles shall hold office until the first meeting of the Directors following the next Annual General Meeting after their election but shall be eligible for re-election provided that no Director shall occupy the office of Chairperson for more than five (5) consecutive years.

34. Chairperson Vacancy

Any casual vacancy occurring in the office of the Chairperson shall be filled by the Directors and the person so elected shall hold office for the residue of the term of office his/her predecessor and shall be eligible for re-election.

35. Secretary

- (1) The Directors shall appoint a Secretary as provided by the Act for such term and at such remuneration and upon such conditions as they fit and any Secretary so appointed, may be removed by the Directors.
- (2) The Directors may define the powers, authorities, discretions, functions and duties of the Secretary, and of any other officer of the Company and from time to time may confer or limit any such powers, authorities, discretions and duties in such manner as they think fit.

36. Removal of Board Directors

Subject to the Act, the Company may by resolution of which special notice has been given, remove any office-bearer or other member of the Board before the expiration his/her period of office, and may by resolution appoint another person in his/her stead. The person so appointed shall hold office only until the next Annual General Meeting.

37. Remuneration

- (1) Directors of the Company shall not receive remuneration by virtue only of their position as Directors. Directors may, notwithstanding the above, be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or General meetings of the Company or relation to carrying out the business of the Company.
- (2) If any Director being willing shall be called upon to perform extra duties or services for the purposes of the Company, the Company may remunerate such Director by a fixed sum or otherwise as may determine by the Directors and such remuneration may be either in addition to or in substitution for his/her remuneration above provided.

38. Disclosure of Interest

Subject to compliance with this regulation, no Director shall be disqualified by his/her office from holding any office or profit under the Company (except Auditor) or contracting with the Company nor shall any such contract or any contract entered into by or on behalf of the Company in which any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract, by reason only of such Director holding that office or of the fiduciary relations thereby established, provided that the nature of his/her interest has been

disclosed on, if the interest then exists, or in any other case at the first meeting of the Director after the Acquisition of his/her interest.

AND PROVIDED THAT the Director is neither present at the meeting that considered the contract nor votes on any resolutions pertaining to that contract.

A general notice that a Director is a member, director, employee or agent of any specified firm or Company and is to be regarded as interested in all transactions with that firm or company shall be sufficient disclosure under this clause as regards such interest and the said transactions. After such general notice, it shall not be necessary for such Director to give a special notice relating to any particular transaction with that firm or company.

Powers and Duties of the Directors

39. Appointing Committees

The Directors may appoint committees of persons whether or not those persons are Directors as they think fit for such purposes and with such powers, authorities and discretions as the Directors may from time to time prescribe

The Directors may delegate any of their powers to committees as they think fit and may from time to time revoke any such delegation. Any committee so formed shall in the exercise of the powers so delegated conform to any rules that may from time to time be imposed upon by the Directors. The meetings and procedures of any such committee shall be governed by the provision herein contained for regulating the meetings and proceedings of the Directors insofar as the same are applicable thereto and are not superseded by any rule made by the Directors under this Article.

40. Powers

The Directors may exercise all powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company.

41. Appointment of the Creative Directorate

At the first meeting of the Company, the Directors shall appoint the Creative Directorate and charge them with the responsibility of creating an annual program of events that fulfills the objectives of the Company as set out in the Memorandum of Association.

42. Cheques, Bills, etc

The Directors shall hold the funds of the Company (other than donations received which shall be held in the Public Fund as described in clause 58) in a separate bank account in the name of the Company with such bankers as the Directors shall determine from time to time. All cheques, promissory notes, drafts, bills of exchange and other negotiable

instruments, and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the Creative Directorate and one other Director or in such manner as the Directors from time to time may determine.

43. Minutes

The Directors shall cause minutes to be made of all;

- (a) Appointments of officers made by the Directors;
- (b) Names of the Directors present at each meeting of the Directors and of any committees of the Directors;
- (c) Resolutions and proceedings at all meetings of the Company, and of the Directors, and of the committees of the Directors.

Such minutes shall be signed by the Chairperson of the meeting at which the resolutions and proceedings were held or by the Chairperson of the next meeting.

Proceedings of the Directors

44. Meetings

- (1) The board may meet in person or use electronic facilities (including telephone, video, email and the like). It shall meet at least three (3) times annually and may adjourn and otherwise regulate its meetings as it thinks fit. The Chairperson may at any time and the Creative Directorate will on the requisition of two (2) Directors summon a meeting of the Board.
- (2) The Chairperson shall chair every meeting of the Board or if there is no Chairperson, or if at any meeting he/she is not present within ten (10) minutes after the appointed time for holding the meeting, the Deputy Chair shall preside. If there is no Deputy Chair office bearer, or if he/she is not present within ten (10) minutes after the appointed time for holding the meeting, the other members of the Board may choose one of their number to chair the meeting.

45. Quorum

The quorum necessary for the transaction of the business of the board will be five (5) or such greater number as may be fixed by the Board.

46. Staff Presence

The three Creative Directors shall have the right to receive notice of the Director's meeting, to attend Director's meeting and to speak at the same. Only the one creative director currently sitting on the board shall have the right to vote any such meetings.

46. Majority

- (1) Subject to these Articles questions arising at any of the meetings of the Directors shall be decided by a majority of votes and a determination of the Directors. In case of an equality of votes the Chairperson of the meeting shall have a second or casting vote.
- (2) The interpretation of the Act at any meeting shall be determined by the Chairperson.

47. Resolutions in Writing

A resolution in writing signed by a number of the Directors not being less than a quorum shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Director wherever they may be situated for the purposes of this Article. The effectual date of such resolution shall be the date upon which the document or any of the last counterparts was signed.

48. Requisitions of a Special Board Meeting

Upon the written requisition at any time of any three (3) Directors, which requisition shall be served at the registered office of the Company, the Chairperson, or in his/her absence, the Creative Directorate, shall convene a special meeting of the Directors to be held within fourteen (14) days after the receipt of the requisition. The written requisition shall set forth the objects for which the meeting is required. If a special meeting is not convened within the said fourteen (14) days then the directors who served the requisition may call an extraordinary General meeting of the Company in the manner of the Act.

Common Seal

49. Common Seal

The Directors shall provide for the safe custody of the seal, which shall only be used by the Authority of the Directors or of a committee of the Directors on their behalf and to every instrument to which the seal is affixed shall be signed by a Director and shall be countersigned by one of the Creative Directorate, a second Director or by some other person appointed by the Directors for the purpose.

Accounts

50. Accounts for Annual General Meetings

The Directors shall cause to be laid out before the company at each Annual General Meeting the profit and loss account and balance sheet for the Company's financial year.

51. Record Keeping and Procedures

- (a) True account shall be kept of the sums of money received and Expended by the Company and the manner in which such receipt and expenditure takes place and of the property, credits and liabilities of the Company and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor and/or Auditors.
- (b) The Company's financial year shall conclude on the 31st December.
- (c) All monies received by the Company shall be deposited intact at the earliest possible date to the credit of the Company's bank account. Receipts for monies received shall be issued promptly. All donations received by the Company must be dealt with pursuant to clause 58.
- (d) The records referred to in sub-clause (a) shall be retained for seven (7) years after the completion of the transactions or operations to which they specifically relate.
- (e) The records shall be kept at the registered office of the Company or at any such place as the directors think fit and shall be at all times open to inspection by the Directors.

52. Inspection

The Directors shall from time to time (subject to the provisions of the Act) determine whether and to what extent and at what times and places under what conditions or regulations the accounting and other records of the Company or any of them shall be open to inspection of the members; and no member (not being a Director) shall have any right on inspecting any account or book or document of the Company except as conferred by the Act or authorised by the Directors or by resolution of the Company in General Meeting and no members (not being a Director) shall be entitled to require or receive any information concerning the business trading or customers of the Company or any trade secret or secret process of or used by the Company.

53. Audit

A properly qualified Auditor or Auditors shall be appointed and his/her or their remuneration fixed and duties regulated in accordance with the Act and Article 51 above.

Notices

55. Service of Notice

A notice may be given by the Company to any member by sending it by ordinary pre-paid post to the member's registered address or by fax. Where a notice is sent by post, pre-paying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting two (2) days after the dates of its posting and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where a notice is sent by fax it is deemed to have been given at the time and date of transmission.

56. Persons Entitled to Notice

- (a) Notice of every General Meeting shall be given in any manner provided in these articles to;
 - (1) Every member except those members who have not supplied to the Company an address within the State for the giving of the notice to them;
 - (2) The Auditor or the Auditors for the time being of the Company.
- (b) No other person shall be entitled to receive notice of General Meetings.

Indemnity

57. Indemnity

Every director, Auditor or any other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him/her in defending any proceedings whether civil or criminal connected with his/her duties or obligations on behalf of the Company in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application under the Act in which relief is granted to him/her by the Court in respect of any negligence, default, breach of duty or breach of trust.

Public Fund

58. Public Fund

(a) Donations will be deposited into the public fund listed on the Register of Cultural Organisations. These monies will be kept separate from other funds of the Company and will only be used to further the Company's objects. Investment of monies in this fund will be made in accordance with guidelines for public funds as specified by the Australian Taxation Office.

(b) The fund will be administered by a management committee or a subcommittee of the management, a majority of whom, because of their tenure of some public office or their professional standing, have an underlying community responsibility, as distinct from obligations solely in regard to the cultural objectives of the Company.

(c) No monies/assets in this fund will be distributed to members or office bearers of the Company, except as reimbursement of out-of-pocket expenses incurred on behalf of the fund or proper remuneration for administrative services.

59. Winding Up Clause

(d) If upon the winding up or dissolution of the public fund, there remains after satisfaction of all its debts and liabilities, and property or funds, the property or funds shall not be paid to or distributed among its members, but shall be given or transferred to some other fund, authority or institution having objects similar to the objects of this public fund, and whose rules shall prohibit the distribution of its or their income among its or their members, such fund, authority or institution to be eligible for tax deductibility of donations under Subdivision 30-B, section 30-100, of the *Income Tax Assessment Act 1997* (the Act) and listed on the Register of Cultural Organisations maintained under the Act.

(e) Any proposed amendments or alterations to provisions for the public fund will be notified to the Department responsible for the administration of the Register of Cultural Organisations to assess the effect of any amendments on the public fund's continuing deductible gift recipient status.

60. We, the persons whose names, addresses are subscribed to the memorandum of Association hereby agree to the Articles of Association.

Signature of Subscribers

Signature and Address of Witness

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