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In accordance with
Section 1046 of the
Companies Act 2006 &
Regulation 4(1) of the
Overseas Companies
Regulations 2009

OS IN01

Registration of an overseas company opening a UK establishment



Companies House

FINC 8283

A fee is payable with this form
Please see 'How to pay' on the last page

☒ What this form is for
You may use this form to register a
UK establishment

☐ What this form is NOT
You cannot use this form
the details of an existing
officer or establishment

FRIDAY



A04 *A4H61CYO* #133
02/10/2015
COMPANIES HOUSE
A11 *A4H1AIAH* #148
08/09/2015

Part 1 Overseas company details (Name)

For official use

A1 Corporate name of overseas company

Corporate name¹

POINT TO POINT EDUCATION PTY LTD

Do you propose to carry on business in the UK under the corporate name as
incorporated in your home state or country, or under an alternative name?

- To register using your corporate name, go to Section A3
- To register using an alternative name, go to Section A2

→ Filling in this form

Please complete in typescript (10pt
or above), or in bold black capitals

All fields are mandatory unless
specified or indicated by *

¹ This must be the corporate name in
the home state or country in which
the company is incorporated

A2 Alternative name of overseas company *

Please show the alternative name that the company will use to do business
in the UK

Alternative name
(if applicable)²

POINT TO POINT EDUCATION
P2PE

² A company may register an
alternative name under which it
proposes to carry on business in the
United Kingdom under Section 1048
of the Companies Act 2006. Once
registered it is treated as being its
corporate name for the purposes of
law in the UK

A3 Overseas company name restrictions³

This section does not apply to a European Economic Area (EEA) company
registering its corporate name

Please tick the box only if the proposed company name contains sensitive or
restricted words or expressions that require you to seek comments of a
government department or other specified body

- ☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

N/A

³ Overseas company name restrictions

A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk

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Registration of an overseas company opening a UK establishment

Part 2 Overseas company details**B1 Particulars previously delivered**

Have particulars about this company been previously delivered in respect of another UK establishment ❶

→ No Go to Section B2

→ Yes Please enter the registration number below and then go to Part 5 of the form Please note the original UK establishment particulars must be filed up to date

❶ The particulars are legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts

UK establishment
registration numberB R

N/A

B2 Credit or financial institution

Is the company a credit or financial institution? ❷

☐ Yes☒ No

❷ Please tick one box

B3 Company details

If the company is registered in its country of incorporation, please enter the details below

Legal form ❸

PRIVATE LIMITED COMPANY

Country of
incorporation *

AUSTRALIA

Identity of register
in which it is
registered ❹

AUSTRALIAN BUSINESS REGISTEE

Registration number in
that register

1 2 6 0 2 5 3 8 1 4 3

❸ Please state whether or not the company is limited Please also include whether the company is a private or public company if applicable

❹ This will be the registry where the company is registered in its parent country

B4 EEA or non-EEA member state

Was the company formed outside the EEA?

→ Yes Complete Sections B5 and B6

→ No Go to Section B6

B5 Governing law and accounting requirements

Please give the law under which the company is incorporated

Governing law ❺

AUSTRALIAN LAW

Is the company required to prepare, audit and disclose accounting documents under parent law?

→ Yes Complete the details below

→ No Go to Part 3

❺ This means the relevant rules or legislation which regulates the incorporation of companies in that state

OS IN01**Registration of an overseas company opening a UK establishment**

Please give the period for which the company is required to prepare accounts by parent law

From

^d01

^m07

To

^d30

^m06

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period

Months

04

B6**Latest disclosed accounts**

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation ❶

☐ Yes

Please indicate what documents have been disclosed

☐ Please tick this box if you have enclosed a copy of the accounts

☐ Please tick this box if you have enclosed a certified translation of the accounts

☒ Please tick this box if no accounts have been disclosed

❶ Please tick the appropriate box(es)

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Registration of an overseas company opening a UK establishment

Part 3

Constitution

C1

Constitution of company

The following documents must be delivered with this application

- Certified copy of the company's constitution and, if applicable, a certified translation

Please tick the appropriate box(es) below

- ☒ I have enclosed a certified copy of the company's constitution ^①
- ☐ I enclose a certified translation, if applicable ^②

^① A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator

^② A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator

C2

EEA or non-EEA member state

Was the company formed outside the EEA?

- Yes Go to Section C3
- No Go to Part 4 'Officers of the company'

C3

Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?

- Address of principal place of business or registered office in home country of incorporation
- Objects of the Company
- Amount of issued share capital

- Yes Go to Part 4 'Officers of the company'
- No If any of the above details are not included in the constitutional documents, please enter them in Section C4

The information is not required if it is contained within the constitutional documents accompanying this registration

C4

Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation ^①

Building name/number

1 / 131

Street

LA TROBE TERRACE

Post town

PADDINGTON

County/Region

BRISBANE

Postcode

4064

Country

AUSTRALIA

Please give the objects of the company and the amount of issued share capital

Objects of the company ^②

TEACHER RECRUITMENT

Amount of issued share capital ^③

Total Issued Capital 300 Ordinary Shares of AUS \$1 each.

^① This address will appear on the public record

^② Please give a brief description of the company's business.

^③ Please specify the amount of shares issued and the value

OS IN01

Registration of an overseas company opening a UK establishment

Part 4

Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

- Yes Please ensure you entered the registration number in Section B1 and then go to Part 5 of this form
- No Complete the officer details

For a secretary who is an individual, go to Section D1, for a corporate secretary, go to Section E1, for a director who is an individual, go to Section F1, or for a corporate director, go to Section G1

Continuation pages

Please use a continuation page if you need to enter more officer details.

Secretary

D1

Secretary details^①

Use this section to list all the secretaries of the company
Please complete Sections D1-D3 For a corporate secretary, complete Sections E1-E5 Please use a continuation page if necessary

Full forename(s)

Carly Jayne

Surname

Liddell-Smith

Former name(s)^②

① Corporate details

Please use Sections E1-E5 to enter corporate secretary details

② Former name(s)

Please provide any previous names which have been used for business purposes during the period of this return Married women do not need to give former names unless previously used for business purposes

D2

Secretary's service address^③

Building name/number

1 / 131 La Trobe Terrace

Street

Paddington

Post town

Brisbane

County/Region

Australia

Postcode

4064

Country

③ Service address

This is the address that will appear on the public record This does not have to be your usual residential address

If you provide your residential address here it will appear on the public record

D3

Secretary's authority

Please enter the extent of your authority as secretary Please tick one box

Extent of authority

- ☐ Limited^④
- ☒ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box

- ☒ Alone
- ☐ Jointly^⑤

If applicable, name(s) of person(s) with whom you are acting jointly

④ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

⑤ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

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Registration of an overseas company opening a UK establishment

Corporate secretary

E1 Corporate secretary details^①

Use this section to list all the corporate secretaries of the company
Please complete Sections E1-E5 Please use a continuation page if necessary

Name of corporate
body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

① Registered or principal address
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

E2 Location of the registry of the corporate body or firm

Is the corporate secretary registered within the European Economic Area (EEA)?

- Yes Complete Section E3 only
- No Complete Section E4 only

E3 EEA companies^②

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/
firm is registered^③

Registration number

② EEA
A full list of countries of the EEA can be found in our guidance
www.companieshouse.gov.uk

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

E4 Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the
corporate body
or firm

Governing law

If applicable, where
the company/firm is
registered^④

If applicable, the
registration number

④ Non-EEA
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

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Registration of an overseas company opening a UK establishment

E5

Corporate secretary's authority

	<p>Please enter the extent of your authority as corporate secretary Please tick one box</p>	
<p>Extent of authority</p>	<p><input type="checkbox"/> Limited ① <input checked="" type="checkbox"/> Unlimited n/a</p>	<p>① If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p>
<p>Description of limited authority, if applicable</p>	<p>Are you authorised to act alone or jointly? Please tick one box</p> <p><input checked="" type="checkbox"/> Alone n/a <input type="checkbox"/> Jointly ②</p>	<p>② If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
<p>If applicable, name(s) of person(s) with whom you are acting jointly</p>	<p></p>	

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Registration of an overseas company opening a UK establishment

Director**F1****Director details ①**

Use this section to list all the directors of the company. Please complete Sections F1-F4. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.

Full forename(s)	CARLY JAYNE
Surname	LIDDELL - LUM
Former name(s) ②	
Country/State of residence ③	AUSTRALIA
Nationality	NEW ZEALANDER
Date of birth	13 04 1977
Business occupation (if any) ④	Education Recruitment.

① Corporate details

Please use Sections G1-G5 to enter corporate director details.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in Section F3.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

F2**Director's service address ⑤**

Building name/number	51
Street	ABERFOYLE STREET
Post town	KENMORE
County/Region	BRISBANE
Postcode	4069
Country	AUSTRALIA

⑤ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

OS IN01

Registration of an overseas company opening a UK establishment

F4

Director's authority

	Please enter the extent of your authority as director Please tick one box		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input type="checkbox"/> Limited ❶		
	<input checked="" type="checkbox"/> Unlimited		
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box		
	<input checked="" type="checkbox"/> Alone		
	<input type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly			

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

Director

F1	Director details ^①	<p>Please use this section to list all the directors of the company. Please complete Sections F1-F4. For a corporate director, complete Sections G1-G5</p>	<p>① Corporate details Please use Sections G1-G5 to enter corporate director details</p> <p>② Former name(s) Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in Section F3</p> <p>④ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank</p>
Full forename(s)	EMMA LUCY		
Surname	LIDDELL		
Former name(s) ^②			
Country/State of residence ^③	AUSTRALIA		
Nationality	AUSTRALIAN		
Date of birth	27 12 1987		
Business occupation (if any) ^④			

F2	Director's service address ^⑤	<p>⑤ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>If you provide your residential address here it will appear on the public record</p>
Building name/number	48	
Street	BOWLER STREET	
Post town	PADDINGTON	
County/Region	BRISBANE	
Postcode	4064	
Country	AUSTRALIA	

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

F4

Director's authority

Please enter the extent of your authority as director Please tick one box

Extent of authority

- ☐ Limited ①
☒ Unlimited

Description of limited
authority, if applicable

Are you authorised to act alone or jointly? Please tick one box

- ☒ Alone
☐ Jointly ②

If applicable, name(s)
of person(s) with
whom you are
acting jointly

① If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

② If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

Director

F1

Director details ^①

Please use this section to list all the directors of the company Please complete Sections F1-F4 For a corporate director, complete Sections G1-G5

Full forename(s)	KATE LOUISE
Surname	LIDDELL
Former name(s) ^②	
Country/State of residence ^③	AUSTRALIA
Nationality	NEW ZEALANDER
Date of birth	1 ^d 6 th 10 th 1979
Business occupation (if any) ^④	BUSINESS OWNER POINT TO PART EDUCATION

① Corporate details

Please use Sections G1-G5 to enter corporate director details

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years Married women do not need to give former names unless previously used for business purposes

③ Country/State of residence

This is in respect of your usual residential address as stated in Section F3

④ Business occupation

If you have a business occupation, please enter here If you do not, please leave blank

F2

Director's service address ^⑤

Building name/number	SHOP 1, 131
Street	LATROBE TERRACE
Post town	PADDINGTON
County/Region	QLD
Postcode	4064
Country	AUSTRALIA

⑤ Service address

This is the address that will appear on the public record This does not have to be your usual residential address

If you provide your residential address here it will appear on the public record

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

F4

Director's authority

	Please enter the extent of your authority as director Please tick one box		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input type="checkbox"/> Limited ❶ <input checked="" type="checkbox"/> Unlimited /		
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box		
	<input checked="" type="checkbox"/> Alone / <input type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly			

OS IN01

Registration of an overseas company opening a UK establishment

Corporate director

G1	Corporate director details ^①	
	Use this section to list all the corporate directors of the company Please complete G1-G5 Please use a continuation page if necessary	
Name of corporate body or firm		① Registered or principal address This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
G2	Location of the registry of the corporate body or firm	
	Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section G3 only → No Complete Section G4 only	
G3	EEA companies ^②	
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	
Where the company/firm is registered ^③		② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Registration number		
G4	Non-EEA companies	
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	
Legal form of the corporate body or firm		④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Governing law		
If applicable, where the company/firm is registered ^④		
If applicable, the registration number		

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

G5

Corporate director's authority

	<p>Please enter the extent of your authority as corporate director Please tick one box</p>	
Extent of authority	<p><input type="checkbox"/> Limited ❶</p> <p><input type="checkbox"/> Unlimited</p>	
Description of limited authority, if applicable		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
	<p>Are you authorised to act alone or jointly? Please tick one box</p> <p><input type="checkbox"/> Alone</p> <p><input type="checkbox"/> Jointly ❷</p>	
If applicable, name(s) of person(s) with whom you are acting jointly		

OS IN01

Registration of an overseas company opening a UK establishment

Corporate director

G1	Corporate director details ① Use this section to list all the corporate directors of the company Please complete G1-G5 Please use a continuation page if necessary	① Registered or principal address This is the address that will appear on the public record This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
G2	Location of the registry of the corporate body or firm Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete Section G3 only → No Complete Section G4 only	
G3	EEA companies ② Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	② EEA A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk ③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Where the company/firm is registered ③		
Registration number		
G4	Non-EEA companies Please give details of the legal form of the corporate body or firm and the law by which it is governed If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	④ Non-EEA Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ④		
If applicable, the registration number		

OS IN01

Registration of an overseas company opening a UK establishment

G5

Corporate director's authority

Extent of authority	<p>Please enter the extent of your authority as corporate director Please tick one box</p> <p><input type="checkbox"/> Limited ^①</p> <p><input type="checkbox"/> Unlimited</p>	<p>① If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>② If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Description of limited authority, if applicable	<p>Are you authorised to act alone or jointly? Please tick one box</p> <p><input type="checkbox"/> Alone</p> <p><input type="checkbox"/> Jointly ^②</p>	
If applicable, name(s) of person(s) with whom you are acting jointly	<p></p> <p></p>	

OS IN01

Registration of an overseas company opening a UK establishment

Part 5

UK establishment details

H1

Documents previously delivered - constitution

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

- No Go to Section H3
- Yes Please enter the UK establishment number below and then go to Section H2

UK establishment
registration number

B R

H2

Documents previously delivered – accounting documents

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

- No Go to Section H3
- Yes Please enter the UK establishment number below and then go to Section H3

UK establishment
registration number

B R

Sections H3 and H4 must be completed in all cases

H3

Delivery of accounts and reports

Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment ①

- ☒ In respect of this establishment Please go to Section H4
- ☐ In respect of another UK establishment Please give the registration number below, then go to Section H4

① Please tick the appropriate box

UK establishment
registration number

B R

OS IN01

Registration of an overseas company opening a UK establishment

H4

Particulars of UK establishment ^①

Please enter the name and address of the UK establishment

① Address

This is the address that will appear on the public record

Name of establishment

POINT TO POINT EDUCATION

Building name/number

SUITE 108 SOUTHBANK HOUSE

Street

BLACK PRINCE ROAD

Post town

LONDON

County/Region

UNITED KINGDOM

Postcode

SE17SJ

Country

Please give the date the establishment was opened and the business of the establishment

Date establishment opened

28 09 2015

Business carried on at the UK establishment

EDUCATION RECRUITMENT

OS IN01

Registration of an overseas company opening a UK establishment

Part 6**Permanent representative**

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment

J1**Permanent representative's details**

Please use this section to list all the permanent representatives of the company
Please complete Sections J1-J4

Continuation pages

Please use a continuation page if you need to enter more details

Full forename(s)

CARLY JAYNE

Surname

LIDDELL - LUM

J2**Permanent representative's service address ①**

Building name/number

51 ABERFOYLE STREET

Street

Post town

KENMORE

County/Region

AUSTRALIA BRISBANE

Postcode

4069

Country

AUSTRALIA

① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

J3**Permanent representative's authority**

Please enter the extent of your authority as permanent representative
Please tick one box

Extent of authority

☐ Limited ②☒ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box

☒ Alone☐ Jointly ③

If applicable, name(s) of person(s) with whom you are acting jointly

② If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

③ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

OS IN01

Registration of an overseas company opening a UK establishment

Part 7

Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ Yes Please enter the name and service address of every person(s) authorised below

→ No Tick the box below then go to Part 8 'Signature'

☒ If there is no such person, please tick this box

K1

Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below
Please complete Sections K1-K2

Continuation pages

Please use a continuation page if you need to enter more details.

Full forename(s)

Surname

K2

Service address of person authorised to accept service ^①

Building name/number

Street

Post town

County/Region

Postcode

Country

① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address. Please note, a DX address would not be acceptable.

OS IN01

Registration of an overseas company opening a UK establishment

Part 8

Signature

This must be completed by all companies

I am signing this form on behalf of the company.

Signature

Signature

A handwritten signature in black ink, appearing to read 'S. J. Liddell', is written over a horizontal line. The signature is stylized and cursive.

X

This form may be signed by
Director, Secretary, Permanent representative

OS IN01

Registration of an overseas company opening a UK establishment

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name
CARLY LIDPELL-LUM

Company name
POINT TO POINT EDUCATION

Address
51 ABERFOYLE ST

Post town
KENMORE

County/Region
BRISBANE

Postcode
4069

Country
AUSTRALIA

DX

Telephone
+61 426504771

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The overseas corporate name on the form matches the constitutional documents exactly
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate
- ☒ You have included certified copies and certified translations of the constitutional documents, if appropriate
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate
- ☒ You have completed all of the company details in Section B3 if the company has not registered an existing establishment
- ☒ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment
- ☒ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☒ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7
- ☐ You have signed the form
- ☒ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.

How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas company. Make cheques or postal orders payable to 'Companies House'.

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Higher protection

If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Certificate of Registration of a Company

It is to certify that

POINT TO POINT EDUCATION PTY LTD

Australian Company Number 602 538 143

is a registered company under the Corporations Act 2001 and
is taken to be registered in Queensland

The company is limited by shares.

The company is a proprietary company

The day of commencement of registration is
the twenty-seventh day of October 2014



ASIC

Australian Securities & Investments Commission

*This is to certify that this is a true copy
of the original which I have sighted.*

Date: 9/8/2015

Signed:

ANDREW GRABBS

Atte: JP (Qual.)

*This is to certify
that this is a true
copy of the original
which I have*

Sighted

2/9/2015

Gary Daddell
(Director)

Issued by the
Australian Securities and Investments Commission
on this twenty-seventh day of October 2014

Greg Medcraft
Chairman





Australian Government
Australian Business Register

Australian Business Register

Australian business number(ABN) : 12 602 538 143

Entity name : POINT TO POINT EDUCATION PTY LTD

ABN Status : Registered

ABN Registration Date : 27 October 2014

Postal Address : PO BOX 5330
KENMORE EAST QLD 4069

Business Address : 51 ABERFOYLE ST
KENMORE QLD 4069

Type of Entity : Private Company

Industry Code (ANZSIC) : 72110

Australian Company Number (ACN) : 602 538 143

Public Officer : MS CARLY LIDDELL

Trustee Name : not applicable
(See reverse for additional trustee names)

GST Status : Registered

GST Registration Date : 27 October 2014

*This is to
certify that this
is a true copy
of the original
that I have sighted
2/9/2015
Carly Liddell
Carly Liddell-Lun
(Director)*

X

*This is to certify that this is a true copy
of the original, which I have sighted.*

Date: 3/8/2015

Signed: _____

Title: RUBEN GAAS JP(Qual.)



Continued

**THE CONSTITUTION OF
POINT TO POINT EDUCATION
PTY LTD**

This is to certify that
this 40 page document
(each page of which I have
numbered & signed) is a true
copy of the original 40 page
document that I have
signed. 2/9/2015
Cathy Liddell-hunn
Cathy Liddell-hunn.
(Director)

X This is to certify that this 40 page document
(each page of which I have numbered and signed)
is a true copy of the original 40 page document
that I have signed.

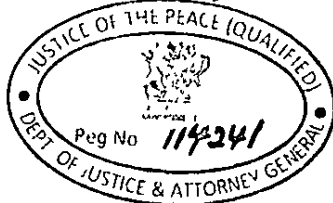
Date: 3/8/2015

Signed:

ANDREW GIBBS

A. G. Gibbs

JP (Qual.)



Page 1 of 40

Drawn by

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[Handwritten signature]

CORPORATIONS ACT 2001 (CTH)
A COMPANY LIMITED BY SHARES
CONSTITUTION AGREEMENT
POINT TO POINT EDUCATION PTY LTD

EFFECT OF THE CONSTITUTION

This Constitution shall have effect as a contract:

- (a) between the Company and each member,
- (b) between the Company and each director and Company secretary, and
- (c) between a member and each other member,
pursuant to which each member agrees to observe and perform the Rules within the Constitution so far as they apply to that member

MODIFICATION AND AMENDMENT

Unless a member of the Company shall agree in writing, they shall not be bound by any modification of the Constitution after the date upon which they became a member insofar as that modification

- (a) requires the members to take up additional shares,
- (b) increases the members liability to contribute to the share capital of, or otherwise to pay money to the Company,
- (c) imposes or increases restrictions on the right to transfer the shares held by the member, unless the modification is made to change from a public company to a proprietary company or,
- (d) inserts take over approval provisions of the kind referred to in Section 648D(1) of the Law

OPERATION FOR SINGLE DIRECTOR AND SHAREHOLDER

Where the sole director and sole member of this Company is the same person

- (a) any reference in this Constitution to more than one (1) director or member shall be deemed to be a reference to one (1) director or member,
- (b) this Constitution shall in all respects be interpreted so as to give legal effect and validity to its terms with application to a single director or single member

SUPERANNUATION INDUSTRY (SUPERVISION) ACT 1993


In the event that this Company is formed for the purpose of acting solely as a trustee of a regulated Superannuation Fund within the meaning of Section 19 of the Superannuation Industry (Supervision) Act 1993, then notwithstanding any Rule of this Constitution to the contrary, the distribution of the Company's income or property among its members is strictly prohibited

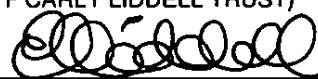
I/We, the person/s whose name/s, address/es and shareholding's appear in the table below, being the initial member/s of the Company hereby agree:

- (a) To adopt the Constitution and Rules for the Company on the terms and conditions that are annexed to this Agreement,
- (b) That the replaceable rules of the Law will not apply to this Company, and
- (c) That I/we have read and understand the Constitution and Rules of the Company


Name	Address	Shareholding
CARLY JAYNE LIDDELL-LUM (ATF CARLY LIDDELL TRUST)	51 ABERFOYLE STREET KENMORE QLD 4069	100 ORD
KATE LOUISE LIDDELL (ATF KATE LIDDELL TRUST)	18 PATEN ROAD THE GAP QLD 4061	100 ORD
EMMA LUCY LIDDELL (ATF EMMA LIDDELL TRUST)	48 BOWLER STREET PADDINGTON QLD 4064	100 ORD

Signed as an agreement by the member/s on 27/10/2014



CARLY JAYNE LIDDELL-LUM
(ATF CARLY LIDDELL TRUST)


EMMA LUCY LIDDELL
(ATF EMMA LIDDELL TRUST)



KATE LOUISE LIDDELL
(ATF KATE LIDDELL TRUST)

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the interpretation of this Constitution, unless the context or subject matter requires otherwise, references to

Act means the *Corporations Act 2001 (Cth)*,

Associate when used in Rule 33, has the meaning given for the purposes of Division 7A of the Income Tax Assessment Act 1936,

Company means the Company whose Members have adopted this Constitution,

Constitution means this Constitution containing the rules for the operation of the Company,

Director means each person appointed as, and who, at the relevant time, remains, a director of the Company and

- (a) includes any person appointed as an alternative for any other Director, and
- (b) excludes any person who is disqualified from acting as a director or who is removed or resigns from that office,

Interest Rate means the Benchmark Interest Rate defined in the *Income Tax Assessment Act 1936* expressed as a rate per cent per annum,

Member means each person holding a share or shares in the Company at the relevant time,

Notice Address means the last address specified by a person in the records of the Company and includes

- (a) each address listed for each relevant person in the records of the Australian Securities and Investments Commission,
- (b) any other address nominated by the relevant person as an additional, alternative or substituted Notice Address for the purposes of this Constitution, and
- (c) the then current facsimile number or email address nominated as a Notice Address by a person,

Prescribed Rate means the rate specified by the Directors from time to time expressed as a rate per cent per annum or if no rate is specified, the Interest Rate plus 2 percent,

Related Body Corporate means

- (a) in the case of a body corporate, the body corporate which is related to that body corporate within the meaning of the Act, and
- (b) in the case of a transfer by an individual Member under Rule 16, an entity in which that Member beneficially owns or controls all the issued shares,

Right includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, entitlement, discretion or cause of action,

Rules means the provisions of this Constitution and **Rule** means any one of them

1.2 Interpretation

- (a) In the interpretation of this Constitution, unless the context or subject matter requires otherwise, references to
 - (i) **singular** words include the **plural** and vice versa,
 - (ii) **any gender** include every gender,
 - (iii) **persons** include natural persons, firms, companies, corporations, bodies corporate, trustee, trusts, charities, associations, partnerships, government authorities, and other legal entities. It will include references to that person's estate, personal representatives, executors, administrators, substitutes, successors and assigns,

- (iv) **writing** include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible or electronic form, in English,
 - (v) **signature** and/or **signing** mean due execution of a document and include signing by an agent or attorney or representative,
 - (vi) **months** mean calendar months,
 - (vii) **statutes** include statutes amending, modifying, rewriting, re-enacting, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws, orders in council and ordinances made under those statutes,
 - (viii) **sections** of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes,
 - (ix) an **agreement** or **document** (including this Constitution) mean that agreement or document as varied, amended, novated or supplemented and include all recitals, schedules, appendices and exhibits to it,
 - (x) **clauses** or **schedules** are references to the clauses or schedules of this Constitution,
 - (xi) **a party** include that party's executors, administrators, substitutes, successors and assigns,
 - (xii) **sell** or **sold** include transfer, lease, assign, grant options and/or any other form of disposing of or creating an interest in the thing being considered and **buy** or **purchase** will be interpreted correspondingly
- (b) The following rules apply, unless the context or subject matter requires otherwise
- (i) **headings** and the **table of contents** are used for convenience only and must be disregarded in the interpretation of this Constitution,
 - (ii) if a word or phrase is given a **defined meaning**, another grammatical form of that word or phrase has a corresponding meaning, and
 - (iii) where a person is entitled to **vote** or holds the **right to vote** on any matter under this Constitution, the person may vote by proxy or attorney or representative. A reference to a person being present means present in person or by proxy,
 - (iv) **each paragraph** or sub-paragraph in a list is to be **read independently** from the others in the list

1.3 Actions authorised under the Act

Where the Act authorises or permits a company to do any thing if authorised by its constitution, the Company is authorised or permitted by this Constitution to do that thing subject to any express limitation contained in this Constitution

1.4 Corporations Act prevails

Where any provision in this Constitution conflicts with or is inconsistent with any provision of the Act, that provision will be read and interpreted as being subject to the provisions of the Act and will be ineffective, but only to the extent of any conflict or inconsistency

1.5 Invalidity

This Constitution will, to the extent possible, be interpreted and construed so as not to be invalid, illegal or unenforceable in any respect. If a provision, on its true interpretation or construction is found to be illegal, invalid or unenforceable

- (a) that provision will, be read down to the extent that it may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in the circumstances to give it a valid operation, or

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- (b) if the provision or part of it cannot effectively be read down, that provision or part of it will be deemed to be void and severable and the remaining provisions of this Constitution will not in any way be affected or impaired and will continue regardless of that illegality, invalidity or unenforceability

1.6 No limit on powers

Where the Company or the Directors or any other person is given a Right under this Constitution

- (a) the Right is exercisable absolutely and with unfettered discretion and without restriction unless the Right is expressly limited, and
- (b) any exercise of that Right on any occasion will not restrict the further exercise of the Right on any other occasion or at any time, and
- (c) This Rule 1.6 applies, subject to any provision of this Constitution, the Act or any other law, to the contrary

2. RIGHTS, POWERS AND PRIVILEGES

2.1 General powers

The Company has

- (a) the rights, powers and privileges of a natural person, and
- (b) the rights, powers and privileges of a body corporate, and
- (c) the rights, powers and privileges specified in this Constitution and the Act

2.2 Specific powers

Without limiting Rule 2 1, the Company has the Right to

- (a) issue and allot fully or partly paid shares;
- (b) issue debentures;
- (c) distribute Company property to its Members, in kind or otherwise,
- (d) grant options over unissued shares,
- (e) give security by charging uncalled capital,
- (f) grant a fixed and/or floating charge over Company property,
- (g) register the Company as a body corporate in any place outside Australia, and
- (h) do anything that it is authorised to do or permitted to do by law anywhere in the world

2.3 Legal capacity

The Company's legal capacity to do something is not affected by the fact the Company's interests are not, or would not be, served by doing it

3. PROPRIETARY LIMITED COMPANY

3.1 Limitations

The Company is registered as a proprietary company limited by shares and

- (a) the liability of Members is limited, and
- (b) the right to transfer shares in the Company is restricted by this Constitution

3.2 Prohibitions

The Company is prohibited from

- (a) issuing any offer for the acquisition of any shares in, or debentures of, the Company,
- (b) issuing any invitation to subscribe for any shares in, or debentures of, the Company, or

- (c) issuing any offer to accept subscriptions for any shares in, or debentures of, the Company, except in compliance with the Act

3.3 Maximum Members

The number of Members of the Company must not exceed 50 and when counting the Members of the Company under this Rule

- (a) joint holders of shares will be counted as 1 person,
- (b) any employee of the Company or a Related Body Corporate who is a Member of the Company will not be counted, and
- (c) any former employee of the Company or a Related Body Corporate who was, during the term of that employment and has continued, uninterrupted, to be a Member of the Company, will not be counted

4. SHARE CLASSES

- (a) The Company may issue shares of any class and with any Rights as determined by the Directors and may issue shares
 - (i) in the classes and with the Rights attached to them in Rule 5 (with or without other Rights), and/or
 - (ii) in any other classes and with any other Rights attached to them as determined by the Directors from time to time
- (b) The Company may issue shares by resolution of the Directors
- (c) Shares may be issued with any preferred or other special Rights or restrictions relating to dividends, voting, return of or entitlement to capital or otherwise as the Directors determine
- (d) The Company may issue shares which are redeemable.
- (e) Any issue of any shares will not affect any special Rights or restrictions previously given to or imposed on any existing shares or class of shares unless varied in compliance with Rule 7.
- (f) Any issue of shares will be subject to the Act

5. SHARE RIGHTS

5.1 Ordinary shares and A Class/B Class shares

Holders of Ordinary shares and A Class and B Class shares have

- (a) the right to vote at all meetings of the Company,
- (b) the right to participate in any dividend declared on the class of shares held; and
- (c) the right to participate in any division or distribution of any surplus assets or profits of the Company equally with all other Members having similar rights

5.2 C Class/D Class/E Class shares

Holders of C Class, D Class and E Class shares have

- (a) no right to vote at any meeting of the Company,
- (b) the right to participate in any dividend declared on the class of shares held, and
- (c) the right to participate in any division of any surplus assets or profits of the Company equally with all other Members having similar rights

5.3 F Class Redeemable Preference shares

- (a) Holders of F Class Redeemable Preference shares have

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- (i) the right to vote at all meetings of the Company,
- (ii) the right to participate in any dividend declared on the class of shares held, and
- (iii) no right to participate in the division of any surplus assets or profits of the Company
- (b) The Company may at any time redeem all or redeem any one or more F Class Redeemable Preference shares If the Company elects to do so.
 - (i) the Company will give the holder of the shares to be redeemed seven days written notice of the redemption,
 - (ii) the redemption may only be exercised by resolution of the Directors,
 - (iii) the notice must be signed by a Director and will be delivered or posted to the Notice Address for the holder of those shares with a cheque for the amount paid up in respect of those shares, and
 - (iv) any redemption under this Rule will be effective immediately upon the expiry of seven days from the delivery or posting of the notice of redemption

5.4 G Class Redeemable Preference shares

- (a) Holders of G Class Redeemable Preference shares have
 - (i) no right to vote at any meeting of the Company,
 - (ii) the right to receive from the profits of the Company as a first charge a non-cumulative preferential dividend at the Prescribed Rate of the amount then paid up (and not previously redeemed) on the G Class Redeemable Preference shares held, and
 - (iii) no right to participate in the division of any surplus assets or profits of the Company
- (b) The Company may at any time redeem all or redeem any one or more G Class Redeemable Preference shares If the Company elects to do so
 - (i) the Company will give the holder of the shares to be redeemed seven days written notice of the redemption,
 - (ii) the redemption may only be exercised by resolution of the Directors,
 - (iii) the notice must be signed by a Director and will be delivered or posted to the Notice Address for the holder of those shares with a cheque for the amount paid up in respect of those shares, and
 - (iv) any redemption under this Rule will be effective immediately upon the expiry of seven days from the delivery or posting of the notice of redemption.

5.5 H Class shares

Holders of H Class shares have

- (a) the right to vote at all meetings of the Company,
- (b) no right to receive any dividends, and
- (c) the right to participate in the division of any surplus assets or profits of the Company equally with all other Members having similar rights

5.6 I Class/J Class/K Class shares

Holders of I Class, J Class and K Class shares have

- (a) no right to vote at any meeting of the Company,
- (b) the right to participate in any dividends declared on the class of shares held, and
- (c) no right to participate in the division of any surplus assets or profits of the Company

5.7 L Class shares

Holders of L Class shares have

- (a) the right to vote at all meetings of the Company,
- (b) no right to receive any dividends, and
- (c) no right to participate in any division of any surplus assets or profits of the Company

5.8 M Class shares

Holders of M Class shares have

- (a) no right to vote at any meeting of the Company,
- (b) no right to receive any dividends, and
- (c) the right to participate in the division of any surplus assets or profits of the Company equally with all other Members having similar rights

5.9 Repayment of capital

Regardless of any other provision in this Constitution but subject to any agreement between the Members of the Company otherwise, on a winding up or a reduction of the capital of the Company, the amount paid up on the shares in each class then issued will be repaid to the holders of those shares in the following order of priority

- (a) G Class Redeemable Preference Shares,
- (b) F Class Redeemable Preference Shares,
- (c) Ordinary Shares,
- (d) A Class Shares,
- (e) B Class Shares,
- (f) C Class Shares,
- (g) D Class Shares,
- (h) E Class Shares,
- (i) H Class Shares,
- (j) I Class Shares,
- (k) J Class Shares,
- (l) K Class Shares,
- (m) L Class Shares,
- (n) M Class Shares

5.10 Surplus assets and profits

Regardless of any other provision in these Rules, but subject to any agreement between the Members of the Company otherwise, on a division of surplus assets or profits of the Company, the holders of shares having Rights to surplus assets or profits of the Company, will share in a division equally with all other holders of such shares in proportion to the numbers of shares held.

6. VOTING RIGHTS

Unless otherwise stated in these Rules or on the issue of any shares but subject to any agreement between the Members of the Company otherwise

- (a) where a share has voting Rights attached to it, the holder of those shares has the Right to cast 1 vote upon a show of hands and upon a poll to cast 1 vote for each share held,

- (b) the holders of each class of shares issued with voting Rights have the Right to receive notice of each general meeting of the Company, and
- (c) the holders of each class of shares issued with voting Rights have the Right to attend each general meeting of the Company

7. VARYING SHARE CLASS RIGHTS

7.1 Special resolution

- (a) The Rights or restrictions attached to any shares or class of share may be varied by resolution of the Directors
 - (i) with the consent in writing of the holders of at least seventy-five percent (75%) of the issued shares of the same class, or
 - (ii) with the sanction of a special resolution passed at a separate meeting of the holders of the shares of the same class
- (b) The Rights or restrictions attaching to any shares or class of shares may be varied whether or not the Company is being wound up

7.2 Deemed variation

The Rights conferred upon the holders of preference shares will, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking equally with the first-mentioned shares.

8. COMMISSION

8.1 Payment

The Company may make payments by way of brokerage or commission for the issue of shares in accordance with the Act

8.2 Allotment as commission

Payments by way of brokerage or commission may be satisfied by any combination of

- (a) the payment of cash; and/or
- (b) the allotment of fully or partly paid shares

9. THIRD PARTY INTERESTS

9.1 No requirement

The Company may, but is not required to, recognise a person as holding a share upon any trust unless required to do so by the Act or by law

9.2 Recognition of interests

Whether or not the Company has notice of the rights or interests concerned, the Company is not bound to recognise

- (a) any equitable, contingent, future, or partial interest in any share or part of a share, or
- (b) any other right in respect of a share,

except an absolute right of ownership of a Member, unless otherwise provided by this Constitution or the Act

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10. LIEN ON SHARES

10.1 Company lien

The Company has a first and paramount lien on each share in the Company (other than a fully paid share) for all money called or payable in respect of those shares whether presently payable or not

10.2 Moneys payable

The Company has a first and paramount lien on all shares (other than fully paid shares) registered in the name of a Member for all money presently payable by that Member or their estate to the Company

10.3 Exempt from lien

The Directors may exempt a share wholly or partially from the provisions of this Rule

10.4 Lien extends to dividends

The Company's lien on a share extends to all dividends payable in respect of the share. The Company may retain those dividends and apply them towards payment of any amounts due to the Company in satisfaction of the lien

10.5 Sale of share

- (a) The Company may sell any shares on which the Company has a lien by any means and on any terms as the Directors decide
- (b) A share on which the Company has a lien must not be sold unless
 - (i) a sum in respect of which the lien exists is presently payable, and
 - (ii) the Company has given the registered holder of the share at least 14 days notice within which to pay the amount claimed

10.6 Company as attorney

The Company may, as the attorney of the holder of any shares, execute a transfer of the shares sold under a lien or may authorise any person to execute a transfer of the shares sold under a lien

10.7 Register transfer

The Company will register the purchaser as the holder of the shares comprised in the transfer and the purchaser is not bound to see to the application of any purchase money

10.8 Title to shares

- (a) The title of the purchaser to the shares is not affected by any irregularity or invalidity in connection with the sale. The purchaser is not liable for any calls which were due before the purchase of the shares unless otherwise agreed
- (b) The remedy of any person aggrieved by any sale will be in damages only and against the Company exclusively

10.9 Application of proceeds

The proceeds of a sale of shares under a lien will be applied by the Company in payment of the part of the amount claimed which is presently payable. Any residue will be paid to the person entitled to the shares at the date of the sale except that the Directors may withhold any residue which is subject to any lien that existed before the sale for sums not presently payable

11. CALLS ON SHARES

11.1 Calls by the Company

- (a) The Company may, by resolution of the Directors, make calls upon a Member for any money unpaid on shares held by them
- (b) A call for payment must be made by notice to the Member

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- (i) signed by a Director,
 - (ii) given not less than 14 days before the due date for payment,
 - (iii) specifying the amount claimed and the place and manner of payment,
 - (iv) specifying that the call is to be paid in instalments if required by the Directors
- (c) If a Member does not receive a call notice or the Company accidentally omits to give the Member a call notice, that omission will not invalidate the call or the liability of the Member for that call

11.2 Member to pay

A Member must pay the amount claimed in a call notice to the Company in accordance with that notice

11.3 Company may postpone

The Company may revoke or postpone a call by resolution of the Directors

11.4 Joint holders

The joint holders of any shares are jointly and severally liable to pay all calls on those shares

11.5 Interest payable

If a call is not paid within the required time, the Member will pay interest at the Prescribed Rate on the outstanding amount from the due date to the date payment is made. The Company may, by resolution of the Directors, waive the payment of interest wholly or partly

11.6 Failure to pay call

If a Member does not pay any call or any other amount due in relation to a share, then all Rules relating to payment of interest and expenses, forfeiture or otherwise apply

11.7 Company may differentiate

The Company may differentiate between Members as to the amount of calls to be paid and the times of payment

11.8 Acceptance of money

- (a) The Company may accept from a Member any part of the amount unpaid on a share whether or not an amount has been called
- (b) The Company may, by resolution of the Directors, authorise the payment of interest on any amount accepted in advance of a call until the amount becomes due at a rate agreed by the Directors and the Member not exceeding the Interest Rate

12. TRANSFER OF SHARES

12.1 Form of transfer

- (a) A Member may transfer all or any of the Member's shares only as provided in these Rules. Any transfer will be subject to this Constitution and the Act
- (b) A transfer of shares must be
 - (i) in the form in Schedule 1 or in any other form that the Directors approve,
 - (ii) signed by the transferor and the transferee, and
 - (iii) approved by the Directors
- (c) If the Directors have not expressly approved the transfer, the Directors will be deemed to have approved the transfer only if
 - (i) the transfer is permitted under an agreement between all of the Members and the terms of that agreement (if any) relating to the transfer have been fully satisfied, or

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- (ii) the transfer is a permitted transfer under Rule 16 and all conditions set out in that Rule have been fully satisfied

12.2 Refusal to approve transfer

The Directors may refuse to approve a transfer of shares without giving reasons but only if the Directors have not previously approved or deemed to have approved a transfer of shares

12.3 Effect of registration

- (a) A transferor of shares is the holder of those shares until a transfer is registered
- (b) A transferee of shares does not become the holder of the shares until the name of the transferee is entered in the register of Members

12.4 Transferee bound

Any person who acquires shares from another person is deemed to be bound by the terms of this Constitution, as if the person were an original party to it, immediately upon registration of the person as a Member

12.5 Conditions of registration

- (a) A transfer of shares must not be delivered to the Directors for registration unless the Directors have approved or are deemed to have approved the transfer. The Directors may refuse to accept delivery of a transfer of shares or refuse to register a transfer delivered prior to the approval or deemed approval
- (b) In order to be registered, a transfer of shares must be delivered to the registered office of the Company, with
 - (i) the transfer properly signed by the seller and the buyer and properly witnessed,
 - (ii) any registration fee not exceeding \$100.00 as the Directors require,
 - (iii) evidence of the payment of any applicable stamp duty,
 - (iv) the relevant share certificate, and
 - (v) any other information the Directors require to establish the transferor's right to transfer the shares.

12.6 Registration of transfer

The Company will

- (a) register a transfer of shares in accordance with this Rule,
 - (b) register the transferee as the holder of the shares in the books of the Company,
- subject to any other Rule

12.7 Suspension of registration

- (a) The registration of transfers may be suspended by the Directors
- (b) Any suspension will continue for the period the Directors specify

13. TRANSMISSION ON DEATH

13.1 Personal representative or joint holder

When a Member dies, the Company will recognise

- (a) the personal representative of that Member, where a share is not held jointly, or
 - (b) a surviving joint holder or holders of that share, where a share is held jointly,
- as being entitled to the deceased Member's interest in the share

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13.2 Representative as holder

If Rule 13 1(a) applies, after the Member's personal representative establishes their entitlement to the satisfaction of the Directors, the personal representative

- (a) may elect to be and will be registered as a holder of the Member's shares,
- (b) may transfer the Member's shares to another person in accordance with Rule 12 but subject to Rule 16, and
- (c) is entitled to the Member's rights under this Constitution

13.3 Estate remains liable

When a Member dies, the estate of that Member is not released from any liability in respect of the Member's shares

14. TRANSMISSION ON BANKRUPTCY**14.1 Trustee in bankruptcy**

- (a) If a Member who is a natural person becomes bankrupt, the Company will recognise
 - (i) the trustee in bankruptcy of that Member, where a share is not held jointly, or
 - (ii) a joint holder or holders of that share, where a share is held jointly,
 as being entitled to the Member's interest in the shares.
- (b) If a Member who is a company
 - (i) has a receiver or receiver and manager appointed, or enters into official management, administration or liquidation, or
 - (ii) has a petition for its winding up presented to a Court having appropriate jurisdiction, or passes a resolution of its Members for its winding up, or enters into a scheme or arrangement (not being merely for the purpose of amalgamation or reconstruction),
 the Company will recognise the person appointed to administer the assets of the Member as being entitled to the Member's interest in the shares

14.2 Trustee as holder

If Rule 14 1 applies, after the Member's trustee in bankruptcy or other person establishes their entitlement to the satisfaction of the Directors, the trustee or that person:

- (a) may elect to be and will be registered as the holder of the Member's shares to the extent of the Member's entitlement,
- (b) may transfer the Member's shares to another person in accordance with Rule 12 if the share is held solely by that Member but subject to Rule 16, and
- (c) is entitled to the Member's rights under this Constitution

14.3 Bankruptcy Act

Rule 14 has effect subject to the Act and the *Bankruptcy Act 1966 (Cth)*.

15. TRANSMISSION ON MENTAL INCAPACITY**15.1 Trustee or guardian etc**

If a Member who is a natural person becomes mental incapacitated, the Company will recognise

- (a) the personal representative of that Member, where a share is not held jointly, or
 - (b) a joint holder or holders of that share, where a share is held jointly,
- as being entitled to the Member's interest in the shares

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15.2 Trustee or guardian as holder

If Rule 15 1 applies, after the Member's personal representative establishes their entitlement to the satisfaction of the Directors, the personal representative

- (a) may elect to be and will be registered as the holder of the Member's shares,
- (b) may transfer the Member's shares to another person in accordance with Rule 12 if the share is held solely by that Member but subject to Rule 16, and
- (c) is entitled to the Member's rights under this Constitution

16. VOLUNTARY TRANSFER OF SHARES**16.1 Shares not to be sold**

A Member must not sell any interest in its shares to any person without first complying with this Rule 16 Any sale of shares under this Rule 16 must be of whole numbers of shares only

16.2 Sale Notice

If a Member (the "Selling Member") proposes or wishes to sell any interest in its shares, that Member must give notice in accordance with Rule 16 3 (a "Sale Notice") to the Company

16.3 Content and effect of Sale Notice

- (a) A Sale Notice must be in a form acceptable to the Company and.
 - (i) must include the identity of the buyer,
 - (ii) must include the price per share offered by the buyer,
 - (iii) must include all other terms and conditions applicable to the proposed purchase by the buyer, including the date for completion,
 - (iv) must state the number of the Member's shares the Member wishes to sell,
 - (v) constitutes an offer to sell the relevant shares to the other Members in proportion to the other Members' share holdings at the date of the Sale Notice, and
 - (vi) constitutes the Company as the agent of the Member for a sale of the shares
- (b) A Sale Notice is irrevocable unless the Company agrees otherwise
- (c) A Selling Member must provide further information to supplement the Sale Notice when requested by the Company.

16.4 First offer

If the Company receives a Sale Notice, the shares specified in the Sale Notice will first be offered for sale to the other Members in proportion to their share holdings

16.5 Response to Sale Notice

During the period of 14 days immediately after the receipt of a Sale Notice (the "Offer Period") any Non-Selling Member may by written notice

- (a) elect to purchase the shares on the terms in the Sale Notice, or
- (b) notify the Selling Member that the proposed buyer is not acceptable to them

16.6 Transfer to third party

- (a) If no Member gives a notice under Rule 16 5 before the end of the Offer Period
 - (i) the Selling Member may sell the shares to the buyer named in the Sale Notice, and
 - (ii) any sale of the shares must be made on the terms in the Sale Notice
- (b) A transfer under this Rule will be registered within 14 days after the last day of the Offer Period

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16.7 Sale to other Members

- (a) Any Member who gives a notice under Rule 16 5(a) is entitled to purchase the relevant shares
- (b) Where more than 1 Member gives notice under Rule 16 5(a), a sale of shares to those Members will be effected in equal shares unless those Members agree otherwise

16.8 Default by Selling Member

If a Selling Member defaults in transferring the shares, the Company

- (a) may execute a transfer of the shares;
- (b) may receive the purchase moneys for the Selling Member,
- (c) will, on receipt of the purchase price, register the buyer's name in the share register once approved by the Directors, and
- (d) will hold the purchase moneys on trust for the Selling Member

16.9 If transferee unacceptable

If any Non-Selling Members give notice under Rule 16 5 that a proposed buyer is not acceptable, the Selling Member

- (a) must not sell the shares to the proposed buyer, and
- (b) may require the Non-Selling Members to purchase the shares on the terms in the Sale Notice

This Rule 16 9 will not apply if any Non-Selling Member elects to buy the shares in the Sale Notice

16.10 Conditional purchase

A purchase of shares by any person is conditional on the receipt of all approvals and consents required by law or by any government policy in Australia as far as they are applicable. If any approvals or consents are required, the purchase will be completed within 14 days after all required approvals or consents are received.

16.11 No encumbrances

A Member must not pledge, mortgage, charge or otherwise encumber its shares without the prior written consent of the other Members. Any consent may be given or withheld by the other Members in their absolute discretion.

16.12 Related Body Corporate

- (a) Rules 16 4 to 16 8 inclusive do not apply to any transfer by a Selling Member to any Related Body Corporate of the Selling Member,
- (b) If a Selling Member proposes to transfer shares to a Related Body Corporate, that Member must and is deemed to give an undertaking satisfactory to the Non-Selling Members that it will not sell the shares in the Related Body Corporate without first offering them to the Non-Selling Members under Rule 16 as if the shares in the Related Body Corporate were shares in the Company,
- (c) After a transfer to a Related Body Corporate under this Rule, the Selling Member remains liable to perform its obligations under this Constitution to the same extent as if the transfer had not taken place

16.13 Non-complying transfer

A transfer or purported transfer of shares otherwise than in accordance with this Rule is void unless the Members unanimously determine otherwise.

16.14 Rule to apply

Rule 16 will apply to transfers of shares effected under Rules 13, 14 and/or 15

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17. FORFEITURE OF SHARES

17.1 Liability to a call

- (a) Any Member holding shares, in respect of which the full face value or issue has not been paid, may be called by the Company to pay any amount remaining unpaid on those shares at any time, subject to any conditions to the contrary to which the shares are subject at the time of their issue
- (b) Any Member holding shares, in respect of which any other amount is owing or has not been paid, may be called by the Company to pay that amount at any time, subject to any conditions to the contrary to which the shares are subject at the time of their issue
- (c) Paragraph (a) and (b) above apply whether or not
 - (i) the Member is the original holder of those shares at the time of their issue, and/or
 - (ii) the records of the Company and/or the Australian Securities & Investments Commission show that the shares are paid to any amount or are fully paid if the amount so recorded has not actually been received by the Company

17.2 Failure to pay

If a Member does not pay a call or instalment of a call by the due date, the Directors may serve a notice on that Member while an amount remains unpaid which requires payment of that amount, with any interest that has accrued

17.3 Forfeiture

The notice must

- (a) nominate another day not less than 14 days after the service of the notice by which the payment must be made, and
- (b) state that the relevant shares may be forfeited by the Company if the amount is not paid by the due date

17.4 Resolution

If the Member does not pay the amount claimed in accordance with the notice, the relevant shares may be forfeited by a Director's resolution unless the amount has then been paid

17.5 Dividends

A forfeiture of shares will include the forfeiture of all dividends declared but unpaid relating to those shares

17.6 Sale of forfeited share

A forfeited share may be cancelled or sold on any terms determined by the Directors decide A forfeiture may be cancelled before a sale or disposition on any terms determined by the Directors

17.7 Liability to the Company

A person whose shares have been forfeited

- (a) ceases to be a Member in relation to those shares, and
- (b) has no claims or demands against the Company relating to those shares, and
- (c) has no other rights relating to the shares except any residual rights provided by this Constitution or the Act, and
- (d) remains liable to pay to the Company all money that was payable by that person; and
- (e) is liable to pay interest at the Prescribed Rate on unpaid amounts from the due date until paid in full

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17.8 Statement is evidence

A written statement declaring that the person making the statement is a Director or a secretary, and that a share in the Company has been forfeited on a date specified in the statement or that an amount is payable by a Member or former Member to the Company in relation to a call including interest, is *prima facie* evidence of those facts against any person claiming to be entitled to the share

17.9 Consideration

The Company may receive any consideration paid on any sale of a forfeited share and may execute a transfer to the buyer of that share

17.10 Registration

The transferee will be registered as the holder of the relevant shares on the execution of the transfer and is not bound to see to the application of any money paid as consideration

17.11 Title not affected

The title of the transferee is not affected by any irregularity or invalidity in connection with the forfeiture or sale of a share

17.12 Non-payment

The Rules as to forfeiture apply in the case of non-payment of any sum payable in respect of a share that becomes payable at a fixed time, as if that sum had been payable in relation to a call for payment

18. CHANGES TO SHARE CAPITAL

The Company may by resolution

- (a) increase its share capital by the creation or issue of new shares or new classes of shares,
- (b) consolidate or divide any of its share capital into shares of a larger face value than its existing shares,
- (c) subdivide any of its shares into shares of a smaller face value provided that the proportion between the amount paid and the amount unpaid on each share is the same as it was per share prior to the subdivision,
- (d) buy back its shares in accordance with the Act,
- (e) reduce its share capital and/or reduce the amount paid up in respect of its issued shares in accordance with the Act,
- (f) cancel shares that have not been taken or agreed to be taken by any person, and
- (g) cancel shares that have been bought back by the Company or forfeited and reduce its issued share capital by the amount of the shares cancelled

19. PRE-EMPTION ON ISSUE OF SHARES**19.1 Offer to existing Members**

If the Company proposes to issue shares of a particular class

- (a) those shares must first be offered to the existing Members of that class. and
- (b) the number of shares offered to each Member must be the nearest whole number resulting from

Total number new Shares in the class to be issued	x	<u>shares currently held by the Member in the class</u> total shares currently issued in the class
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19.2 Directors statement

The offer in Rule 19 1 must be made by giving the Members a Directors' statement setting out the terms of the offer, including

- (a) the number of shares offered, and
- (b) the date on which the offer will expire

19.3 Directors discretion

Shares not taken up under an offer made under this Rule 19 may be issued at the Directors' discretion

- (a) firstly to Members in other classes, and
- (b) secondly to persons approved by the Directors in their discretion,

in the same way as specified in Rule 19 1

19.4 Company may authorise

- (a) The Company may authorise the Directors to issue shares without complying with Rule 19
- (b) The power to waive compliance with Rule 19 may only be exercised by the Company in general meeting
- (c) The exercise by the Company of that power on any occasion will not restrict the Company from doing so on any further occasion

20. GENERAL MEETINGS**20.1 Director may convene**

Any Director may convene a general meeting of Members whenever that Director decides. A director may cancel any meeting convened by that Director

20.2 Member's request

The Directors must call and arrange to hold a general meeting on the request of any Member or Members holding at least 5% of the votes that may be cast at a general meeting

20.3 Form of request

The request from the Members must

- (a) state any resolution to be proposed at the meeting,
- (b) be signed by the Members making the request, and
- (c) be given to the Company

20.4 Refusal to convene

The Directors may refuse to convene the general meeting if the voting on the proposed resolution is not within the power of the Members

20.5 Members may convene

Two or more Members holding, between them, at least 5% of the votes that may be cast at a general meeting, may call and arrange to hold a general meeting. The Members calling the meeting must pay the expenses of calling and holding the meeting.

20.6 Notice of meeting

- (a) A general meeting can only be convened by giving the Members notice of the meeting
- (b) A notice of general meeting does not need to be given to Members who are not entitled to notice of meetings
- (c) A notice of a general meeting must

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- (i) be given at least 21 days before the date of the meeting, and
 - (ii) specify the place, the day and the time of the meeting, and
 - (iii) describe the nature of the business to be transacted at the meeting, and
 - (iv) contain any other information required by the Act
- (d) The Directors may postpone a general meeting or change the venue for the meeting by giving written notice to all Members who received the original notice of meeting at least 48 hours before the appointed time. That notice must specify the time and place for the postponed meeting.
- (e) If a Member does not receive a meeting notice or the Directors accidentally omit to give the Member a meeting notice, that omission will not invalidate the proceedings or any resolution passed at the meeting.
- (f) No business is to be transacted at any general meeting except that contained in the meeting notice unless all the Members agree otherwise.

20.7 Quorum

- (a) Business must not be transacted at a general meeting if a quorum of Members is not present when the meeting proceeds to business.
- (b) A quorum will be
- (i) if the Company has only 1 Member entitled to receive notice of and vote at the meeting, that Member, or
 - (ii) in every other case, 2 Members who are entitled to receive notice of and vote at the meeting.
- (c) A quorum of Members must be present throughout each general meeting. If a quorum is not present at any time, the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs.

20.8 Determine a quorum

In determining whether a quorum is present, a person attending as a proxy, or representing a body corporate that is a Member, is deemed to be a Member.

20.9 Procedure where no quorum

- (a) If a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting will be adjourned.
- (b) The adjourned meeting will be rescheduled to take place on a day and time and at the place that the Directors decide.
- (c) If no Directors are present at the meeting or if no decision is made by the Directors, the meeting will take place on the same day and at the same time and place as originally notified, but in the next succeeding week.
- (d) If at the rescheduled meeting a quorum is not present within 30 minutes after the appointed time, then
- (i) when the meeting is convened on the requisition of Members the meeting will be dissolved unless it is adjourned under Rule 20.12, or
 - (ii) in any other case, the Members present will be deemed to constitute a quorum or, if no Members are present, the meeting will be dissolved.

20.10 Election of chairman

- (a) The Directors will elect 1 Director to preside as chairman at every general meeting. If the Directors have elected a chairman of Directors, that person will be deemed to be elected as the chairman at each general meeting.
- (b) Where a general meeting is held and

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- (i) a chairman of Directors has not been elected,
 - (ii) the chairman of Directors is not present within 15 minutes after the appointed time, or
 - (iii) the chairman of Directors is unwilling to act,
- the Members present will elect one Member to be chairman of the meeting

20.11 No casting vote

The chairman does not have a casting vote in addition to any vote the chairman has as a Member

20.12 Adjournment

- (a) The chairman may adjourn any meeting of Members
- (b) An adjournment of a meeting of Members must only be made
 - (i) with the consent of the meeting provided a quorum is present, or
 - (ii) in the case of an adjournment under Rule 20 9(d), with the consent of Members present and entitled to vote, or
 - (iii) if directed by the meeting to do so
- (c) Any adjournment may change the time or the venue for the meeting
- (d) Only business left unfinished from the meeting adjourned must be transacted at any rescheduled meeting

20.13 Adjournment

- (a) If a meeting is to be adjourned for 30 days or more, notice of the adjourned meeting must be given as if it was an original meeting.
- (b) A notice of meeting is not required to be given for an adjourned meeting where the adjournment is for less than 30 days

20.14 Voting

Any vote taken at a general meeting is decided on a show of hands unless a poll is demanded

- (a) by the chairman, or
- (b) by at least 2 Members present in person or by proxy, or
- (c) Members with at least 5% of the votes that may be cast on the resolution on a poll present in person or by proxy, or
- (d) by a Member or Members holding voting shares on which an aggregate sum has been paid up equal to at least one-tenth of the total sum paid up on all the voting shares

20.15 Declaration

If a poll is not demanded, the chairman's declaration that a resolution has been carried or lost with an entry to that effect in the minute book is conclusive evidence of that fact. It is not necessary to record the number or proportion of votes recorded for or against the resolution.

20.16 Demand for poll

A poll will be taken immediately if one is demanded or at any other time after an interval or adjournment or otherwise as the chairman decides. The result of the poll will be recorded as the resolution of the meeting at which the poll was demanded

20.17 Withdraw demand

The demand for a poll may be withdrawn at any time

20.18 Poll for chairman

Any poll demanded on the election of a chairman or on a question of adjournment must be taken immediately

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20.19 Voting

Subject to any rights or restrictions attached to any class of shares

- (a) at meetings of Members or classes of Members, each Member entitled to vote may vote in person or by proxy or attorney or by representative (if a body corporate), and
- (b) on a show of hands every person present who is a Member or a representative of a Member has 1 vote, and on a poll every person present in person or by proxy or attorney has 1 vote for each share the person holds

20.20 Joint holders

When shares are held jointly, the senior Member's vote will be accepted to the exclusion of the votes of other joint Member. Seniority is determined by the order in which the Member's names stand in the register of Members

20.21 Members fully paid

A Member is only entitled to vote at a general meeting if all calls and other amounts presently payable by the Member in respect of those shares have been paid

20.22 Objection to qualification

Any objection to the qualification of a person to vote must be made at the same meeting at which that person's vote is tendered. Any objection must be referred to the chairman of the meeting whose decision is final and

- (a) any vote approved will be valid for all purposes, or
- (b) any vote disallowed will be invalid and must be disregarded

20.23 Circular resolution

The Company may pass a resolution without a general meeting if all of the Members entitled to vote on the resolution sign a document stating that they are in favour of the resolution. Duplicate copies of the document may be used for signing. The resolution is deemed to be passed when the last Member signs

20.24 Members entitled

Only those Members who belong to a class of Members who are entitled to vote at a general meeting whether in person or by proxy will be entitled to vote or participate in a circular resolution

20.25 Third parties


Even if they are not Members of the Company, the following persons have the right to attend any general meeting and, if requested by the Directors, to speak at the general meeting

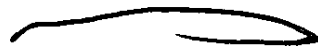
- (a) any Director, and
- (b) any secretary of the Company, and
- (c) any other person invited by the Directors

21. RULES FOR VOTING BY PROXY**21.1 In writing**

An instrument appointing a proxy must be in writing and signed by

- (a) the appointor, or
- (b) the appointor's attorney, or
- (c) the person authorised under the Act or by an authorised officer or attorney of the appointor, where the appointor is a body corporate

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21.2 How to vote

If the document appointing a proxy specifies how the proxy is to vote in relation to a resolution, the proxy must vote as specified in the document. Any vote tendered otherwise is invalid and must be disregarded.

21.3 Authority

A document appointing a proxy confers the authority to demand a poll.

21.4 Form of proxy

The appointment of a proxy must be substantially in the form in Schedule 2.

21.5 Delivery before meeting

- (a) The appointment of a proxy is not valid unless the appointment document and a certified copy of any power of attorney or other authority under which that document is signed are delivered to the Company.
- (b) The relevant documents must be delivered, not less than 48 hours before the appointed meeting time.
- (c) The relevant documents must be delivered to the Company's registered office or to any other place in Australia specified in the notice convening the meeting.

21.6 Validity

A vote tendered in accordance with a proxy or a power of attorney is valid even if

- (a) the appointor or principal dies or becomes mentally incapacitated,
 - (b) the proxy or power of attorney is revoked in any way, or
 - (c) any share in relation to which the authority is given is sold or transferred,
- but only if the Company had no written notice of any defect before any authority is exercised.

22. APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS**22.1 Appointment**

- (a) The Directors have the power to appoint any person as a director to fill a casual vacancy or as an addition to the board provided that the number of Directors does not exceed any maximum number of Directors fixed by the Company.
- (b) Subject to these Rules and the Act, a Director appointed to the Company holds office for life.

22.2 Removal

- (a) The Company may remove any Director and appoint another Director as a replacement.
- (b) The removal or replacement of a Director must be effected by ordinary resolution of the Company.

22.3 Remuneration

The Directors will be entitled to be paid the remuneration determined by the Company in general meeting.

22.4 Director's expenses

The Directors will be entitled to be paid all travelling and other expenses properly incurred by them

- (a) in attending meetings of the directors or any committee of the Directors,
- (b) in attending general meetings of the Company, or
- (c) in connection with the Company's business.

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22.5 No shareholding

Directors are not required to hold shares in the Company

22.6 Vacation of office

The office of a Director becomes vacant if

- (a) required by the Act,
- (b) the Director is removed under these Rules,
- (c) the Director dies or becomes mentally incapacitated or the Director's estate is liable to be dealt with under a law relating to mental health,
- (d) the Director becomes bankrupt or makes any arrangement or composition with creditors;
- (e) the Director resigns,
- (f) the Director is absent from Directors' meetings for at least 6 months without the consent of the other Directors, or
- (g) the Director holds any other office of profit under the Company, except that of managing Director, without the consent of the Company in general meeting

23. POWERS AND DUTIES OF DIRECTORS**23.1 Directors manage**

- (a) Subject to the Act and to these Rules, the Company's business will be managed by the Directors
- (b) The Directors are entitled to pay or reimburse all expenses incurred in promoting and forming the Company
- (c) The Directors may exercise all powers of the Company except where those powers must be exercised by the Company in general meeting under the Act or these Rules

23.2 All powers of Company

Without limiting Rule 23 1, the Directors may exercise all the powers of the Company to

- (a) borrow money,
- (b) charge any property or business of the Company or all or any of its uncalled capital,
- (c) issue debentures, or
- (d) give any other security for a debt, liability or obligation of the Company or of any other person

23.3 Corporate groups

- (a) If the Company is a wholly owned subsidiary of another Company (the "Holding Company"), the Directors may act
 - (i) in the best interests of the Holding Company, and
 - (ii) contrary to the best interests of the Company
- (b) The Directors must not act in the way referred to in Rule 23 3(a) if the Company is insolvent at the time or would by virtue of the Directors' actions become insolvent

23.4 Appointment of attorney

- (a) The Directors may appoint any person or persons under a power of attorney to be the attorney or attorneys of the Company
- (b) The appointment may be
 - (i) for any purpose, or

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- (ii) in relation to any of the Directors powers, authorities and discretions, or
- (iii) for any period, and/or
- (iv) subject to any conditions as the Directors decide

23.5 Provisions of power of attorney

Any power of attorney may contain provisions for the protection and convenience of persons dealing with the attorney as the Directors decide and may authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him

23.6 Cheques and promissory notes

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed

- (a) by 1 Director in the case of a single director company, or
- (b) if more than 1 Director is appointed, then by any 2 Directors, or
- (c) in any other manner as the Directors decide

24. PROCEEDINGS OF DIRECTORS

24.1 Use of technology

Any Directors' meeting may be conducted at more than 1 venue by using any technology that gives each Director a reasonable opportunity to participate in the meeting and permits each director present to hear and be heard by each other Director present

24.2 Directors' meetings

- (a) Any Director may convene a Directors' meeting. The secretary must convene a meeting at the request of a Director
- (b) A written notice of a Directors' meeting must be sent to each Director within 7 days after a request to convene a meeting.
- (c) The notice may be given by telephone or other electronic means of communication. The notice must specify
 - (i) the date and time for the proposed meeting,
 - (ii) the venue for the meeting unless the meeting is conducted under Rule 24 1,
 - (iii) if the meeting is to be conducted under Rule 24 1, the method for conducting the meeting, and
 - (iv) the nature of the business to be transacted at the meeting

24.3 Director's personal interest

- (a) A Director is not disqualified from contracting with the Company or any Related Body Corporate in any capacity by reason of holding the office of Director
- (b) If a Director has a material personal interest in any matter that relates to the affairs of the Company, the Director must disclose that interest to the other Directors unless the Director is not required to disclose the interest in the circumstances listed in Section 191(2) of the Act
- (c) The notice disclosing the Director's material personal interest must
 - (i) give details of the nature and extent of the interest and how it relates to the affairs of the Company,
 - (ii) be given at a Directors' meeting as soon as practicable after the Director becomes aware of the interest, and

- (iii) be recorded in the minutes of the Directors' meeting at which the notice is given
- (d) If the Director properly discloses the interest
 - (i) the Director may attend at Directors meetings and vote on whether the Company enters into any arrangement,
 - (ii) the arrangement may be entered into,
 - (iii) the Director may vote on matters involving the arrangement,
 - (iv) the Director will not be liable to account for any profit or benefit received by the Director under the arrangement,
 - (v) the Director may sign any document relating to the arrangement which will not affect its validity in any way,
 - (vi) the arrangement may not be avoided because of the Director's interest
- (e) This Rule 24 3 does not apply if the Company has only 1 Director.

24.4 Quorum

- (a) A quorum at a Directors' meeting will be
 - (i) if the Company has only 1 Director, that Director, or
 - (ii) if the Company has 2 or more Directors
 - A at least 2 Directors, or
 - B that number of Directors specified by a resolution of the Directors
- (b) A quorum of Directors must be present throughout each Director's meeting. If a quorum is not present at any time the meeting is not validly convened but without affecting the validity of any business conducted before the absence of a quorum occurs

24.5 Directors to continue

Where a vacancy in the office of a Director occurs, the remaining Directors may continue to act. If the number of remaining Directors is insufficient to constitute a quorum, the Directors may act only for the purpose of increasing the number of Directors to that required to constitute a quorum or to convene a general meeting.

24.6 Election of chairman

The Directors may elect 1 director as chairman of their meetings and may determine the period for which the chairman is to hold office.

24.7 Chairman not present

Where a Directors' meeting is held and the chairman

- (a) has not been elected, or
- (b) is not present within 15 minutes after the appointed time, or
- (c) is unwilling to act,

then the Directors present will elect 1 other director to be chairman of the meeting.

24.8 No casting vote

The chairman does not have a casting vote in addition to any vote the chairman has as a Director.

24.9 Circular resolution

The Directors may pass a resolution without a Directors' meeting if all of the directors entitled to vote on the resolution sign a document stating that they are in favour of the resolution. Duplicate copies of the document may be used for signing. The resolution is deemed to be passed when the last Director signs.

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24.10 Validity of acts

All things done by any Directors' meeting or by a committee of Directors or by any person acting as a Director will be valid even though it subsequently becomes known

- (a) 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
- (b) that a person appointed was disqualified

24.11 Decisions of the Directors

Any question arising at a Directors' meeting or any committee of Directors is determined by a simple majority of votes of the Directors unless otherwise stipulated in these Rules or the Act

25. ALTERNATE DIRECTORS

25.1 Appointment

A Director may appoint any person to be an alternate director in his or her place during any period as the Director requires, but only

- (a) with the approval of the other Directors, and
- (b) while the appointor is not available to act

25.2 Notice of meetings

- (a) An alternate director is entitled to notice of all Directors' meetings unless the appointor is available to act
- (b) An alternate director is entitled to vote at Directors' meetings unless the appointor is present at the meeting

25.3 Power of alternate

An alternate director may exercise any of the appointor's powers during any period that the appointor is unavailable to do so. The exercise of any power by the alternate director is deemed to be the exercise of that power by the appointor

25.4 Termination of appointment

The appointment of an alternate director will terminate

- (a) on notice by the appointor even though the appointment period has not expired,
- (b) automatically if the appointor ceases to be a Director

25.5 Responsibility

An alternate director will, whilst acting as Director, be responsible to the Company for his or her own acts and defaults and will not be deemed to be the agent of the Director by whom he or she was appointed.

26. COMMON SEAL

26.1 Election may adopt

The Directors may resolve that the Company adopt a common seal. If the Company adopts a common seal, it will include

- (a) only the Company's name where the Company has its ACN as its name, or
- (b) the Company's name, the expression "ACN" and its Australian Company Number in all other cases

26.2 Duplicate

The Directors may adopt a duplicate common seal. Any duplicate common seal must be a copy of the common seal with the words "Duplicate Seal", "Share Seal" or "Certificate Seal" added to it

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26.3 Prohibited use

A Director must not use, or authorise the use of, a seal which purports to be the common seal of the Company (or a duplicate of the common seal) if the common seal does not comply with the requirements of this Rule

27. EXECUTION OF DOCUMENTS

27.1 Execution of documents

The Company may execute a document with or without affixing a common seal (if any) The Company executes a document if the document is signed by

- (a) 2 Directors where there is more than 1 Director; or
- (b) 1 Director where that Director is authorised by a resolution of a Directors' meeting where there is more than 1 Director; or
- (c) a Director and the secretary (if one has been appointed), or
- (d) if the Company has only 1 Director, then
 - (i) by that Director alone; or
 - (ii) by that Director and the secretary (if one has been appointed and whether or not the secretary is also the Director).

27.2 Execution of deeds

The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with this Rule 27

27.3 No limitation

This Rule will not be interpreted as limiting the manner in which the Company may execute a document (including a deed)

28. COMMITTEE

28.1 Delegation to committee

The Directors may delegate any of their powers to any committee or committees of Directors as they decide

28.2 Powers of committee

A committee to which any powers have been delegated must exercise the powers delegated in accordance with any directions of the Directors. A power exercised in accordance with those directions is deemed to have been exercised by the Directors

28.3 Committee chairman

The members of a committee may elect 1 of their number as chairman of their meetings

28.4 Election of chairman

Where a committee meeting is held and

- (a) a chairman has not been elected, or
- (b) the chairman is not present within 15 minutes after the appointed time, or
- (c) the chairman is unwilling to act,

the committee members present may elect 1 of their number to be chairman of the meeting

28.5 Decision by majority

Questions arising at a committee meeting will be determined by a majority of votes of the committee members who are present and voting

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28.6 Casting vote

The chairman has a casting vote, if necessary, in addition to any vote the chairman has as a committee member

29. MANAGING DIRECTOR**29.1 Appointment**

The Directors may from time to time appoint 1 or more Directors to be the managing director of the Company. The managing director's appointment will be for a period and on terms as the Directors decide. The Directors may revoke the managing director's appointment.

29.2 Termination

A managing director's appointment automatically terminates if he or she ceases for any reason to be a Director.

29.3 Remuneration

A managing director will be entitled to receive remuneration by way of any combination of

- (a) a salary,
- (b) commission, or
- (c) participation in profits,

as the Directors decide.

29.4 Powers

- (a) The Directors may confer upon a managing director any of the powers exercisable by them with any conditions or restrictions as the Directors decide.
- (b) Any of those powers may be made concurrent with or exclusive of the powers of the Directors.
- (c) The Directors may at any time withdraw or vary any of those powers.

30. INSPECTION OF RECORDS**30.1 Conditions**

The Directors may determine whether and under what conditions the accounting records or other documents of the Company will be open to the inspection of Members.

30.2 No right

A Member does not have the right to inspect any document of the Company except as provided by the Act or authorised by the Directors or by the Company in general meeting.

30.3 Directors right

The Directors have the right at any time to inspect the accounting records or other documents of the Company, whether or not they are a Member.

31. DIVIDENDS AND RESERVES**31.1 Ability to pay**

The Company may pay a dividend in the way authorised by and in accordance with the Act. The Company must not pay a dividend unless

- (a) the Company's assets exceed its liabilities immediately before the dividend is declared and the excess is sufficient for the payment of the dividend, and
- (b) the payment of the dividend is fair and reasonable to the Members as a whole, and

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- (c) the payment of the dividend does not materially prejudice the Company's ability to pay its creditors

31.2 Declaration

Dividends may be declared by the Company

- (a) in respect of any one or more shares of any class or classes to the exclusion partly or wholly of any other shares in the same class or any other class, and/or
- (b) at different rates in respect of any particular class or classes of shares; and/or
- (c) at different rates in respect of any particular shares in any class or classes of shares

31.3 Dividend by resolution

The Company may declare dividends by resolution of the Directors. Each Member in whose favour a dividend is declared will be given notice of the dividend and the terms and rate of the dividend at the time of payment.

31.4 Terms of dividend

The Directors may determine that a dividend is payable and fix

- (a) the amount of the dividend, and
- (b) the shares or classes of shares to which the dividend will apply, and
- (c) any pro rata apportionment of the dividend for any period for which a share has been held, and
- (d) the time for payment, and
- (e) the priority of the payment of any dividend between Members or classes of Members,
- (f) the method of payment which may include the payment of cash, the issue of shares in the Company, the grant of options and/or the transfer of assets

31.5 Interim dividends

The Directors may authorise the payment to the Members of any interim dividends as appear to the Directors to be justified.

31.6 No interest

Interest is not payable by the Company in relation to any dividend which has been declared but not paid. Dividends paid in respect of any shares will be non-cumulative unless otherwise stated in these Rules or the declaration of the dividend.

31.7 Reserves

- (a) Before recommending any dividend, the Directors may set aside any amounts which they think proper or appropriate as reserves. Any reserves may be applied at the discretion of the Directors for any purpose for which the property of the Company may be properly applied.
- (b) The reserves may be used in the business of the Company or be invested in any investments as the Directors decide, but only until those reserves are required for their intended purpose.

31.8 Carry forward profits

The Directors may carry forward any part of the Company's profits and without transferring those profits to a reserve.

31.9 Dividends in proportion

After the rights of any Members entitled to special dividend rights have been satisfied, and unless the Directors determine otherwise, all dividends must be declared and paid in proportion to the amounts paid or credited as paid on the shares to which the dividend relates.

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31.10 Payment in advance

An amount paid or credited as paid on a share in advance of a call will not be taken for the purposes of this Rule to be paid or credited as paid on the share

31.11 Deductions

The Directors may deduct from any dividend payable to a Member any amounts presently payable by the Member to the Company on account of calls or otherwise in relation to shares

31.12 Payment

The payment of any dividend may be satisfied by any combination of

- (a) payment in cash,
- (b) the issue of shares in the Company, or
- (c) the distribution of specific assets, including paid up shares in, or debentures of, any other corporation

31.13 Resolution of issues

In relation to a distribution under Rule 31 12, the Directors may

- (a) settle any specific dispute or difficulty arising from a distribution in any way they decide,
- (b) set the value of specific assets or any part of them,
- (c) determine that cash payments will be made to any Members on the basis of the value fixed in order to adjust the rights of all parties, and/or
- (d) vest any specific assets in trustees as the Directors decide.

32. CAPITALISATION**32.1 Resolution to capitalise**

- (a) A general meeting of the Company may resolve that it is desirable to capitalise any sum held in a reserve account or the profit and loss account or otherwise available for distribution to Members
- (b) A general meeting of the Company may resolve that any capitalised sum will be applied in any of the ways mentioned in these Rules for the benefit of Members
- (c) The Company must not pass any resolution under the preceding Rules unless the resolution has been recommended by the Directors and affirmed by a prior Directors' resolution
- (d) The right of the Company to pass a resolution to capitalise any amount will be subject to these Rules and the Act

32.2 Application for Members

Any amount applied for the benefit of Members under Rule 32 1 may be applied in any manner permitted by the Act or by any combination of the following

- (a) by paying up any amounts unpaid on shares held by Members, or
- (b) by paying up in full any unissued shares or debentures to be issued to Members as fully paid

32.3 Directors to action

The Directors must give effect to a resolution under Rule 32 1 In particular, and, to the extent necessary to adjust the rights of the Members among themselves, the Directors may

- (a) issue fractional certificates or make cash payments in cases where shares or debentures become issuable in fractions, and

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- (b) authorise any person to make an agreement with the Company on behalf of all the Members which provides for the issue to them of any fully paid shares or debentures or for the payment up by the Company on their behalf of any amounts remaining unpaid on their existing shares. Any issue or payment under this Rule will be made by the payment of the Members respective proportions of the sum resolved to be capitalised. Any agreement made under an authority referred to in this Rule is effective and binding on all Members.

33. COMPANY LOANS

33.1 Approval

- (a) The Company may lend any amounts out of any money held by the Company to any Member or any Associate of a Member.
- (b) A loan to a Member or an Associate must be made on the terms in Rule 33.3.

33.2 Resolution

The Company must not make a loan without the approval of a resolution of Directors.

33.3 Terms of loan

Any loan by the Company to a Member or an Associate is subject to the following conditions:

- (a) this Constitution together with the Director's resolution referred to in Rule 33.2, the Company's financial records of the loan and any other documents required by Div 7A of the Income Tax Assessment Act 1936 (if applicable) will form the written loan agreement establishing the loan,
- (b) the rate of interest payable on the loan will be not less than
- (i) if Division 7A of the Income Tax Assessment Act 1936 applies to the loan, the higher of the rate specified in the Director's resolution referred to in Rule 33.2 and the benchmark interest rate for the purposes of Division 7A of the Income Tax Assessment Act 1936 expressed as a rate per annum, and
 - (ii) in all other cases, the rate specified in the Director's resolution referred to in Rule 33.2,
- (c) the maximum term of the loan will be the lesser of
- (i) the period specified in the Director's resolution referred to in Rule 33.2, or
 - (ii) if Division 7A of the Income Tax Assessment Act 1936 applies to the loan, the day which is calculated so as to a maximum Term under Section 109N(3) of the Income Tax Assessment Act 1936 or any regulations made under it in relation to the loan and will be, unless and until Section 109N(3) of that statute or its regulations are amended
 - A 25 years if
 - 100% of the value of the loan amount is secured by a mortgage over real property that has been registered in accordance with the law of the state of territory in which the real property is situated, and
 - when the loan is first granted or made, the market value of that real property (less the amount of any other liability secured over that property in priority to the loan) is at least 110% of the amount of the balance of the loan amount, or
 - B in all other cases, 7 years,
- (d) if Division 7A of the Income Tax Assessment Act 1936 applies to the loan, loan repayments must be made each year which are not less than the minimum yearly repayment requirements of the Income Tax Assessment Act 1936.

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34. NOTICES

34.1 Form of notice

Any notice or other communication in connection with this Constitution must be in writing and signed by the person giving the notice and be addressed to the Notice Address of the person to whom it is to be given

34.2 Time of delivery

The notice or other communication will be deemed to be received

- (a) in the case of a posted letter, on the third day after posting,
- (b) in the case of delivery by generally recognised overnight courier, on the second day after dispatch with that courier,
- (c) in the case of personal delivery, on the date of delivery,
- (d) in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent, or
- (e) in the case of transmission by electronic mail, on the day of transmission if the electronic medium sending the notice states that the transmission was completed before 5 00pm on a business day, otherwise on the next business day. This method of service is effective only if the medium's report states that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender

35. INDEMNITY AND INSURANCE

35.1 Indemnity against liability

To the extent permitted by the Act, the Company may indemnify every person who is, or who has been, a director or officer of the Company or any Related Body Corporate against

- (a) any liability incurred by them in their capacity as a director or officer, to a person other than the Company or Related Body Corporate, except where the liability relates to their own negligence or a breach of duty or a lack of good faith,
- (b) any liability for legal costs or expenses incurred by them in defending any proceedings in which judgement is given in their favour, or
- (c) any liability for legal costs or expenses incurred by them in defending any proceedings in which they are acquitted or the Court grants relief in their favour

35.2 Insurance

To the extent permitted by the Act, the Company may insure or pay any premiums on a policy of insurance for a director or officer of the Company or of a Related Body Corporate against any liability for which the Company indemnifies the director or officer under Rule 35 1

35.3 Resolution

A Director may vote in favour of a resolution that the Company grant an indemnity pursuant to Rule 35 1, take insurance or pay the premiums on an insurance policy pursuant to Rule 35 2 even though the Director has a direct and material interest in the outcome of the resolution

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SCHEDULE 1
SHARE TRANSFER

FULL NAME OF COMPANY	
ACN	
DESCRIPTION OF SHARE(S)	CLASS <input type="checkbox"/> FULLY PAID <input type="checkbox"/> PAID TO \$ _____
QUANTITY	
FULL NAME OF SELLER(S)	
FULL ADDRESS OF SELLER(S)	
TOTAL CONSIDERATION	
FULL NAME OF BUYER(S)	
FULL ADDRESS OF BUYER(S)	
REQUEST	Please enter this transfer on the Share Register

I/We the registered holder(s) for the above consideration transfer to the Buyer(s) named above the shares specified above standing in my/our name(s) in the books of the Company subject to the conditions on which I/We held the same at the time of signing and I/We the Buyer(s) agree to accept the shares subject to the same conditions and the Rules contained in the Company's Constitution
 I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed (if any)

SELLER(S)	Sign Here Date Signed
BUYER(S)	Sign Here Date Signed
AUTHORITY TO FORWARD CERTIFICATE TO THIRD PARTY	I/We authorise you to forward the certificate/s issued in my/our name/s following the registration of this transfer to Signature of Buyer(s)

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SCHEDULE 2
FORM OF PROXY

This is to certify that this 40 page document (each page I have numbered and signed) is a true copy of the original 40 page document that I have

I / We,

of

being a Member of [insert company name] and entitled to vote appoint

☐

the chairman of the meeting OR

☐

(Insert name and address of proxy)

*2/9/2015**Carly Liddell**Carly Liddell**(Director)*

or failing that appointment or the absence of that person, the chairman of the meeting^{**}, as my/our proxy to act generally at the meeting and to vote for me on my/our behalf in accordance with the following instructions (or if no directions have been given, as the proxy sees fit and with discretion as to any business not referred to below) at the [Annual] General Meeting of the Company to be held on [insert date] and at any adjournment of that meeting

(Voting instructions, if any, are to be indicated by placing a tick in the appropriate box. If no instruction is given the proxy may vote as that person thinks fit, or abstain)

Business	For	Against	Abstain*
1 [insert]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 [insert]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AND for _____ % OR for _____ shares for this proxy form

* if you mark the abstain box for any item, you are directing the proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in calculating the required majority on a poll

** if the chairman of the meeting is appointed as your proxy or is appointed by default and your voting direction is not indicated, the chairman may exercise your proxy even if he or she has an interest in the outcome of those items

Signature of Shareholder

Shareholder 1 (Individual)

Joint Shareholder 2 (Individual)

Joint Shareholder 3 (Individual)

Sole Director / Attorney /
Authorised Person

Director / Company Secretary

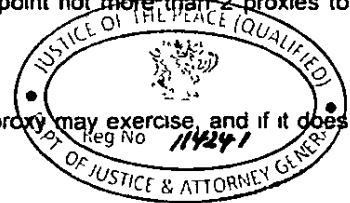
Director

Notes

This form should be signed by the shareholder. If a joint holding, either shareholder may sign. If signed by an attorney or other authorised person, the power of attorney or written authority must have been previously noted by the Company or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the shareholders constitution and the *Corporations Act 2001 (Cth)*

Proxies

- (a) A member who is entitled to attend and vote at this meeting is entitled to appoint not more than 2 proxies to attend and vote instead of the member
- (b) Where 2 proxies are appointed
 - (i) A separate proxy form should be used to appoint each proxy.
 - (ii) The proxy form may specify the proportion, or number, of votes that the proxy may exercise, and if it does not do so the proxy may exercise half of the votes
- (c) A proxy need not be a member of the Company
- (d) To be effective, proxy forms (duly completed and signed) must be received by the Company at its registered office no later than 48 hours before the time for the holding of the meeting



this is to certify that this 40 page document (each page of which I have numbered and signed) is a true copy of the original 40 page document that I have sighted.

Date: *3/8/2015*

Signed: _____

Title: *JP (Qual.)**Andrew Gibbs**40/40**Page 40 of 40*



FILE COPY

**CERTIFICATE OF REGISTRATION
OF AN OVERSEA COMPANY**

(Registration of a UK establishment)

Company No. FC032807

UK Establishment No. BR017888

The Registrar of Companies hereby certifies that

POINT TO POINT EDUCATION P2PE

has this day been registered under the Companies Act 2006 as having
established a UK Establishment in the United Kingdom.

Given at Companies House on **7th October 2015**.



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**