



Constitution of Clean Energy Investor Group Limited

Public Company Limited by Guarantee

Execution Version

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1. *Preliminary*

1.1 Definitions

In this Constitution, unless the subject or context indicates a contrary intention, the following words and expressions will have the following meanings:

Annual Subscription Fee has the meaning given in article 5.2(a).

Board means the board of Directors.

Budget means the budget adopted by the Board from time to time.

Chairperson means the person duly appointed and holding the position of Chairperson from time to time (if any) in accordance with article 16.

Chief Executive Officer means the person duly appointed and holding the position of Chief Executive Officer from time to time (if any) in accordance with article 17.

Company means Clean Energy Investor Group Limited.

Confirming Resolution has the meaning given in article 8.4.

Constitution means the constitution of the Company in force and as amended from time to time.

Corporate Representative means in relation to a Member that is a body corporate, a natural person appointed by that Member as its representative to attend specified Meetings of Members.

Corporate Representative Certificate means a certificate evidencing the appointment of a Corporate Representative, which complies with this Constitution.

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

Directors means the directors of the Company who are in office, or a quorum of the directors present at a Board meeting.

Executive Director means a director of the Company holding an executive role (including Chief Executive Officer and/or Chairperson), who is nominated by the Directors and appointed by the Board pursuant to articles 15.6 and 15.7

Financial Year means each period of 12 months commencing on 1 July and ending on 30 June, or such other period as the Board may determine, and in respect of the Company's first Financial Year means the period commencing on the date of incorporation and ending on 30 June 2021.

Initial Directors has the meaning given in article 15.2(a).

Initial Resolution has the meaning given in article 8.1.

Initial Term has the meaning given in article 15.2(a).

Meeting of Members means a meeting of Members duly called and constituted in accordance with this Constitution and any adjourned holding of such meeting.

Member means any person entered in the Register as a member of the Company.

Objects means the objects of the Company as set out in article 2.2.

Ordinary Resolution means a resolution of a Meeting of Members where more than one half of the total votes cast on the resolution are in favour of the resolution.

Previous Budget has the meaning given in article 0.

Proxy means a person duly appointed under a Proxy Form by a Member, who is entitled to attend and vote at a Meeting of Members on behalf of that Member.

Proxy Form means an instrument for appointing a Proxy, which complies with this Constitution.

Register means the register of Members kept under the Corporations Act.

Registered Office means the registered office of the Company.

Related Body Corporate has the meaning in the Corporations Act.

Secretary means any person appointed to perform the duties of secretary of the Company and includes an assistant secretary or any person appointed to act as company secretary temporarily.

Special Resolution means a resolution of a Meeting of Members passed in accordance with section 9 of the Corporations Act.

Subsidiary has the meaning in the Corporations Act.

Term has the meaning given in article 15.3(a).

1.2 Interpretation

In this Constitution, unless the context indicates a contrary intention:

- (a) an expression importing a natural person includes any individual, company, partnership, joint venture, association, corporation, other body corporate or trust and any government agency;
- (b) words denoting any gender include all genders;
- (c) words importing the singular include the plural and vice versa;
- (d) all monetary amounts are in Australian currency;
- (e) references to any legislation or to any section or provision of any legislation include any statutory modification, replacement or re-enactment of it or any statutory provision substituted for it, any ordinances, by-laws, regulations and other statutory instruments issued under it and any determination, exemption or modification made pursuant to it;
- (f) a reference to time refers to time in the place of the Company's registration;

- (g) the word "month" means calendar month and the word "year" means 12 calendar months;
- (h) a reference to writing includes any communication sent by post, facsimile transmission or email;
- (i) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning; and
- (j) the headings used in this Constitution do not form part of, or affect the construction or interpretation of, this Constitution.

1.3 **Exercise of Power**

Subject to this Constitution, the Company may exercise, by Ordinary Resolution or Special Resolution as the Corporations Act requires, any power which under the Corporations Act may be exercised by a company limited by guarantee if authorised by its constitution.

1.4 **Guidance Notes**

Any guidance notes used in this Constitution do not form part of or affect the construction or interpretation of this Constitution.

1.5 **Exclusion of Replaceable Rules**

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

2. *Formation*

2.1 **Name**

The name of the Company is Clean Energy Investor Group Limited.

2.2 **Objects**

The objects for which the Company is established and maintained is for the purpose of accelerating and promoting the clean energy investment industry in Australia through:

- (a) growing long-term opportunities for private investment in Australia's clean energy sector that contribute to realising:
 - (i) reductions in greenhouse gas emissions and the achievement of Australia's international treaty obligations in relation to climate change;
 - (ii) increased energy affordability for consumers; and
 - (iii) improvements in national economic growth, efficiency and productivity;
- (b) becoming the trusted and authoritative voice for best-practice clean energy policy and regulation and investment structuring in Australia;
- (c) leading initiatives to educate and increase awareness of the clean energy investment industry, including through:

- (i) commissioning and publication of evidence-based information such as research and educational material;
 - (ii) participation in the public debate and stakeholder consultation processes;
 - (iii) promotion of events; and
 - (iv) media engagement;
- (d) collaborating with similar organisations to promote investment in the Australian clean energy sector;
 - (e) advocating for policy and regulations which provide certainty and support investment in the energy sector; and
 - (f) doing all such things as are incidental or conducive to the attainment of all or any objects of the Company set out above.

The Company has the vision of becoming a trusted and authoritative voice of clean energy investors in Australia, and advocating for best-practice policy and regulation which enables the private investment required for Australia's clean energy transition.

2.3 Powers

Solely for the purposes of carrying out the Objects, the Company has all the powers of a natural person including:

- (a) purchasing, selling, leasing, hiring or otherwise acquiring assets, plant, equipment, furniture and furnishings and giving, selling, leasing, hiring or otherwise allowing such assets, plant, equipment, furniture and furnishings to be used by a third party;
- (b) purchasing, selling, leasing, hiring or otherwise acquiring assets, plant, equipment, furniture and furnishings to raise money to further the Objects and to secure sufficient funds for the purposes of the Company;
- (c) borrowing, raising capital and entering into any form of financial arrangement (whether or not secured) and incurring all types of obligations and liabilities for the purposes of the Company;
- (d) granting securities of any nature over the assets of the Company, including debentures, guarantees, bills of sale, charges and mortgages for the purposes of carrying out the Objects;
- (e) receiving funds and distributing these funds in a manner that best attains the Objects;
- (f) investing the monies of the Company not immediately required for any of the Objects in such a manner as may from time to time be determined by the Company;
- (g) drawing, making, accepting, endorsing, discounting, executing and issuing bills of exchange, promissory notes, debentures and negotiable securities; and
- (h) doing all such other acts, matters and things and to enter into and make such agreements as are incidental or conducive to the attainment of all or any Objects and the exercise of the powers of the Company.

2.4 **Restriction on use of income**

The assets and income of the Company must:

- (a) only be used to pursue its Objects; and
- (b) not be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member or Director.

For clarity, this article 2.4 does not prevent the Company from using its income to pay in good faith:

- (i) reasonable and proper remuneration to employees of the Company where the terms of employment have been previously approved by a resolution of the Board;
- (ii) for goods supplied to the Company in the ordinary course of business which has the prior approval of the Board;
- (iii) for services provided to the Company including services provided in a professional or technical capacity, where the provision of such services has the prior approval of the Board and is on reasonably commercial terms;
- (iv) a commercial rate of interest on borrowed funds which has the prior approval of the Board;
- (v) a commercial rent for property used by the Company which has the prior approval of the Board; or
- (vi) out of pocket expenses incurred by a Director, a Member, an employee or contractor of the Company, on official business of the Company, which has been previously approved by the Board;

even if the recipient of the remuneration or the reimbursement is a Member or Director.

2.5 **Amendment of Constitution**

Any addition, alteration or amendment to the Company's Constitution will be made in accordance with the provisions of the Corporations Act and the Company must notify the Australian Taxation Office thereof, where required by law.

2.6 **Liability of Members**

The liability of the Members is limited.

2.7 **Contribution on Winding Up and Dissolution of the Company**

- (a) The Company may only be dissolved by a special resolution of the Members at a Meeting of Members.
- (b) If the Company is wound up, each Member undertakes to contribute to the:

- (i) property of the Company while it is a Member, or within one year after it ceases to be a Member, for payment of the debts and liabilities of the Company (contracted before it ceases to be a Member); and
- (ii) costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves,

such amount as may be required, but not exceeding ten dollars.

2.8 Surplus Property on Winding Up

- (a) If the Company is to be wound up and or dissolved and there is a surplus property available after all liabilities of the Company have been discharged, any surplus property must not be paid or distributed to the Members.
- (b) The surplus property must be given or transferred to a not-for-profit fund, authority or institution approved by the Members that:
 - (i) has objects similar to the objects of the Company; and
 - (ii) has similar restrictions on the use and distribution of its income among its members as the Company.
- (c) If the Members at a Meeting of Members do not approve a fund, authority or institution to be given the surplus property, the Supreme Court of New South Wales may make an order deciding which organisation will be given the surplus property.

3. Accounts

3.1 True Accounts

True accounts must be:

- (a) kept of the sums of money received and expended by the Company, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Company; and
- (b) open to the inspection of the Members, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company from time to time.

3.2 Auditor

At least once in every year, if required by law, the accounts of the Company must be examined by one or more properly qualified auditor or auditors who must report to the Members in accordance with the provisions of the Corporations Act.

4. Membership

4.1 Member

A person who agrees to become a Member and whose name is entered in the Register becomes a Member if their application for membership is approved at the first Board meeting following the date of the application.

4.2 **Discretion to admit**

The Directors may refuse to admit any person as a Member and are not bound to give any reason for so refusing.

4.3 **Admission criteria**

In exercising their discretion at article 4.2, Directors must consider whether an applicant is:

- (a) a business investing in or financing clean energy assets in the Australian market for the long term; and
- (b) a business committed to investing in or financing assets in a manner consistent with achieving the global goal of net zero emissions by 2050 and with a commitment to transition existing legacy assets.

4.4 **Expulsion**

Subject to article 8, the Directors may at any time, despite the payment of the subscription by a Member, expel a Member from the Company and remove such Member from the Register.

5. *Membership Fees*

5.1 **Entrance fee**

There is no entrance fee payable by a Member.

5.2 **Annual subscription**

- (a) The annual subscription fee payable by a Member is:
 - (i) \$30,000 (excl. GST); or
 - (ii) any other amount determined unanimously by the Board in writing from time to time and advised to Members (prior to the commencement of 1 July for a particular year),

(Annual Subscription Fee).

- (b) The Annual Subscription Fee must not be varied between Members in any respect and all Members will pay the same Annual Subscription Fee, subject to the pro-rata provisions in article 5.2(c).
- (c) The Annual Subscription Fee is payable in full to the Company on 1 July annually. If a Member is admitted after this date, they will pay a pro-rata amount of the Annual Subscription Fee for that initial year, calculated as follows:
 - (i) 75% if a person becomes a Member between 1 October to 31 December (inclusive);

- (ii) 50% if a person becomes a Member between 1 January to 31 March (inclusive); and
 - (iii) 25% if a person becomes a Member from 1 April to 30 June (inclusive).
- (d) If a Member fails to pay the Annual Subscription Fee, their membership will be revoked pursuant to article 7.1, after a grace period of 10 business days.

6. *Joint Members*

Joint membership is not permitted.

7. *Cessation of Membership*

7.1 Cessation

A Member ceases to be a Member if the Member:

- (a) is dissolved, where the Member is a body corporate;
- (b) resigns such membership; or
- (c) fails to pay their annual subscription in accordance with article 5.

A resignation may be provided in writing to the Secretary under article 7.1(b) at any time. A Member's resignation will take effect on the date of receipt or a later date, if one is nominated in writing.

7.2 Membership not transferable

A right, privilege or obligation which a person has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon cessation of that person's membership.

8. *Recommendation of Members*

8.1 Initial resolution of Directors

Where the Directors are of the opinion that a Member of the Company:

- (a) has refused or neglected to comply with a provision of this Constitution;
- (b) has undergone a substantial change in their business such that they would no longer meet the admission criteria in article 4.3;
- (c) has acted in a manner prejudicial to the interests of the Company; or
- (d) has been guilty of conduct unbecoming a Member,

the Directors may, by resolution (**Initial Resolution**):

- (i) reprimand the Member;

- (ii) suspend the Member from membership of the Company for a specified period; or
- (iii) expel the Member from the Company.

8.2 **Suspended operation**

An Initial Resolution is of no effect unless the Directors, at a Board meeting held not earlier than 14 days and not later than 28 days after service on the Member of a notice under article 8.3, confirms the Initial Resolution in accordance with the following articles of this section.

8.3 **Notice to Member**

The Secretary must, as soon as practicable following the passing of the Initial Resolution, cause a notice in writing to be served on the Member that notice:

- (a) setting out the Initial Resolution of the Directors and the grounds on which it is based;
- (b) stating that the Member may personally address the Directors at a Board meeting to be held not earlier than 14 days and not later than 28 days after service of the notice;
- (c) stating the date, place and time of that Board meeting; and
- (d) informing the Member that the Member may do either or both of the following:
 - (i) personally attend and speak at that Board meeting; and
 - (ii) submit to the Directors at or prior to the date of that Board meeting written representations relating to that resolution.

8.4 **Confirming resolution of Directors**

At a Board meeting held as referred to in article 8.3, the Directors must:

- (a) give to the Member an opportunity to make personal oral representations;
- (b) give due consideration to any written representations submitted to the Directors by the Member at or prior to the meeting; and
- (c) by resolution (**Confirming Resolution**) confirm or revoke the Initial Resolution.

8.5 **Notice to Member**

The Secretary must, within 7 days of the passing of the Confirming Resolution, by notice in writing inform the Member of the fact and of the Member's right of appeal under this Constitution.

8.6 **Suspended operation**

A Confirming Resolution does not take effect:

- (a) until the expiration of the period within which the Member is entitled to appeal against the Confirming Resolution if the Member does not exercise the right of appeal within that period; or

- (b) if within that period the Member exercises the right of appeal, unless and until a Meeting of Members confirms the resolution pursuant to this Constitution.

8.7 **Right of appeal**

A Member may appeal to the Company in a Meeting of Members against a Confirming Resolution, within seven days after notice of the Confirming Resolution is served on the Member, by lodging with the Secretary a notice to that effect.

8.8 **Calling of Meeting of Members**

Upon receipt of a notice from a Member under article 8.7, the Secretary must immediately notify the Directors of the receipt of the notice of appeal. The Directors must then call a Meeting of Members of the Company to be held within 21 days after the date on which the Secretary received the notice.

8.9 **Business of Meeting**

At a Meeting of Members called under article 8.8:

- (a) no business other than the question of the appeal may be transacted;
- (b) the Directors and the Member must be given the opportunity to state their respective cases orally or in writing, or both; and
- (c) the Members present may vote by secret ballot on the question of whether the Confirming Resolution should be confirmed or revoked.

8.10 **Confirmation by Members**

If the Meeting of Members passes an Ordinary Resolution in favour of the confirmation of the Confirming Resolution, the resolution is confirmed.

9. Meetings of Members

9.1 **Annual general meeting**

An annual general meeting of the Company must be held in accordance with the provisions of the Corporations Act.

9.2 **Calling of meetings**

Any Director may at any time call a Meeting of Members, whenever he or she thinks fit.

9.3 **Requisition of meeting**

Except as provided in Chapter 2G of the Corporations Act, a minimum of 5 Members is required to call a Meeting of Members.

9.4 **Notice of meeting**

- (a) Subject to the provisions of the Corporations Act relating to Special Resolutions or which permit shorter notice, 21 clear days' notice (excluding both the date of service of the notice and the date of the meeting) of a Meeting of Members must be given to Members entitled to receive notice.
- (b) Every notice of a Meeting of Members must:
 - (i) set out the place, day and time of meeting;
 - (ii) in the case of special business, state the general nature of the business;
 - (iii) if a Special Resolution is to be proposed, set out an intention to propose the Special Resolution and state the resolution;
 - (iv) in the case of an election of Directors, give the names of the candidates for election; and
 - (v) contain a statement of the right to appoint a Proxy, being to the effect that:
 - (A) a Member entitled to attend and vote is entitled to appoint a Proxy to attend and vote instead of the Member; and
 - (B) a Proxy must be a Member.

9.5 Entitlement to notice

Notice of a Meeting of Members must be given to:

- (a) each Member, apart from any Member who under this Constitution or by the terms of issue of any membership is not entitled to the notice;
- (b) the auditor; and
- (c) each Director.

9.6 Entitlement to Proxy Form

A Proxy Form (in a form determined by the Directors) must be given to each Member entitled to receive a notice of a Meeting of Members.

9.7 Omission to give notice

The accidental omission to give notice of a Meeting of Members (or Proxy Form) to, or the non-receipt of any such notice (or Proxy Form) by a person entitled to receive it, or the accidental omission to advertise (if necessary) such meeting, does not invalidate the proceedings at, or any resolution passed at, any such meeting.

9.8 Consent to short notice

With the consent in writing of all the Members for the time being entitled to vote at a Meeting of Members, any Meeting of Members may be called on short notice and in any manner they think fit and all provisions of this Constitution are modified accordingly.

9.9 Cancellation or postponement of meeting

The Directors may cancel or postpone the holding of any Meeting of Members. If the meeting was called by requisitioning Members or in response to a requisition by Members, the Directors may only cancel or postpone the holding of it with the consent of a majority of the requisitioning Members. The Directors may notify the Members of such cancellation or postponement by such means as they see fit. If any meeting is postponed for 30 days or more, then no less than five days' notice must be sent to the Members of the postponed meeting, but it is not necessary to specify in such notice the nature of the business to be transacted at the postponed meeting.

10. Representation at Meetings

10.1 Persons entitled to attend

The right to attend a Meeting of Members is as follows:

- (a) each Member may attend, apart from any Member who under this Constitution or by the terms of issue of any membership is not entitled to attend;
- (b) each Director, Secretary and auditor may attend;
- (c) each person who is a Proxy, Corporate Representative or attorney of a Member may attend; and
- (d) other persons may attend only with leave of the meeting or its chairperson and then only while the leave is on foot and in accordance with the terms of the leave.

The right of a person to attend is subject to the powers of the chairperson of the meeting, both under the Corporations Act and this Constitution.

10.2 Proxy eligibility

Only another Member (whether first named in the Register or not) is eligible to act as a Proxy.

10.3 Proxy recognition

A Proxy is recognised as having been duly appointed by a Member and entitled to act as a Proxy for that Member if, and only if, the Proxy Form complies with the requirements of this Constitution concerning form, execution and lodgement.

10.4 Proxy Form

The Proxy Form must be in the form determined by the Directors for the relevant Meeting of Members, or as similar to it as the circumstances permit. The Directors may at any time accept a Proxy Form which is not in the required form. Unless the Directors specifically determine otherwise at any time, the Proxy Form:

- (a) is operative only for a single Meeting of Members (and any adjournment of that meeting) and must specify the proposed date of that meeting;
- (b) may make provision for the chairperson of the Meeting of Members to act as the Proxy either in the absence of any other appointment or if the Proxy primarily appointed fails to attend the Meeting of Members; and

- (c) must enable the Member to at least instruct the Proxy to vote for or against each notified resolution.

10.5 **Chairperson as fall-back Proxy**

If a Proxy Form is otherwise effective except that it does not specify the Proxy, the Member is treated as validly appointing the chairperson of the Meeting of Members as Proxy.

10.6 **Proxy execution**

A Proxy Form must be executed:

- (a) in the case of a Member who is a natural person, by the:
 - (i) Member; or
 - (ii) attorney of the Member;
- (b) in the case of a Member which is a body corporate:
 - (i) by a duly authorised officer of the body; or
 - (ii) by the attorney of the body.

10.7 **Proxy lodgement**

A Proxy Form must be lodged:

- (a) at the Registered Office (or at such other place as is specified for that purpose in the notice calling the Meeting of Members) by the start of the meeting; or
- (b) with the chairperson of the meeting at any time prior to the Proxy voting on behalf of the appointer at the meeting.

10.8 **Original Proxy Form**

The original executed Proxy Form must be lodged. A photocopy of it or facsimile transmission of it is not lodgement of the original.

10.9 **Proxy executed by attorney**

If a Proxy Form is executed by the attorney of the Member the relevant power of attorney (or a photocopy of it or a facsimile transmission of it) must also be lodged at the place, and by the deadline, required for the Proxy Form.

10.10 **Corporate representative recognition**

A Corporate Representative is recognised as having been appointed by a Member (which is a body corporate) and entitled to act as a Corporate Representative of that Member if, and only if:

- (a) the appointment is evidenced by a Corporate Representative Certificate which complies with this Constitution concerning form, execution and lodgement; or

- (b) the appointment is evidenced by some other form of documentation satisfactory to the Directors which is lodged at the place, and by the deadline, required for Corporate Representative Certificates.

10.11 Form and execution of Corporate Representative Certificate

The Corporate Representative Certificate:

- (a) must specify one natural person, by name or description, to act as the body's representative at specified meetings that the body would be entitled to attend as a Member;
- (b) may specify another natural person, by name or description to act as Corporate Representative if the person primarily nominated fails to attend; and
- (c) must be executed under the seal of the body corporate.

10.12 Corporate Representative Certificate lodgement

The Corporate Representative Certificate (or a photocopy of it or a facsimile of it) must be lodged:

- (a) at the Registered Office (or at such other place as is specified for that purpose in the notice calling the meeting) by the start of the meeting; or
- (b) with the chairperson of the meeting at any time prior to the Corporate Representative voting on behalf of the Member at the meeting.

10.13 Power of attorney lodgement

An attorney is recognised as entitled to act as attorney for a Member at a Meeting of Members if, and only if, the relevant power of attorney (or a photocopy of it or a facsimile of it) is lodged at the place, and by the deadline, required for Proxy Forms.

11. Proceedings at Meetings of Members

11.1 Conduct of Meeting

- (a) The Company may, where there are two or more Members, hold a general meeting at two or more venues using any technology which gives the Members as a whole a reasonable opportunity to participate. A meeting held in two or more places using technology must allow each person who participates:
 - (i) to hear each of the other participating Members addressing the meeting; and
 - (ii) if a participating Member wishes, to address each of the other Members participating simultaneously.
- (b) At a meeting held in two or more places using technology:
 - (i) a quorum will be deemed to be present if the provisions set out in article 11.2 regarding quorums are met in respect of the minimum number of Members;

- (ii) the meeting will be deemed to be held at the place where the largest group of participating Members is assembled or, if no such group is identifiable, at the place at which the chairperson is located; and
- (iii) no Member may leave the conference by disconnecting his or her means of communication unless they have first obtained the express permission of the chairperson. Each attending Member will be presumed to have been present, including for the purpose of forming a quorum, at all times during the meeting unless such express consent is obtained.

11.2 Quorum

No business may be transacted at any Meeting of Members unless a quorum of Members is present at the time when the meeting proceeds to business. Except as provided in article 11.3, more than one third of all Members present in person or by proxy and entitled to vote is a quorum, unless there is only one Member of the Company, in which case a quorum will be that Member present in person or by proxy. For the avoidance of doubt, where one third of Members does not equal a whole number, a quorum will be the nearest whole number of Members rounded up.

11.3 Failure of quorum

If a quorum is not present within 15 minutes from the time appointed for a Meeting of Members:

- (a) where the meeting was called by, or in response to, the requisition of Members made under the Corporations Act, the meeting is dissolved; or
- (b) in any other case the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the second week following at the same time and place. If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, the Members present constitute a quorum or if no Members are present, the meeting is dissolved.

11.4 Business of annual general meeting

The business of an annual general meeting is to receive the Company's financial statements, the Directors' statement and report, the Budget, the auditor's report on the financial statements, to elect Directors in the place of those who are retiring and to transact any other business which under this Constitution or the Corporations Act is to be transacted at an annual general meeting. All other business transacted at an annual general meeting, and all business transacted at other Meetings of Members, is deemed special.

11.5 Special business

No special business may be transacted at any Meeting of Members other than that stated in the notice calling the meeting unless it is a matter that is required by this Constitution or the Corporations Act to be transacted at such meeting.

11.6 Chairperson of meeting

The Chairperson of the Company is entitled to take the chair at each Meeting of Members. If the Chairperson is not present at any Meeting of Members within 15 minutes after the time appointed for holding such meeting, or neither of them is willing to take the chair, the Directors present may choose one of their number as a chairperson and if no Director present is willing to take the chair the Directors may choose a person, whether a Member or not, as chairperson of the meeting, failing which the Members present must elect a person, whether a Member or not, to be chairperson of the meeting.

11.7 **Passing the chair**

If the chairperson of a Meeting of Members is unwilling or unable to be the chairperson for any part of the business of the meeting:

- (a) that chairperson may withdraw as chairperson for that part of the business and may nominate any person who would be entitled under article 11.6 to chair the meeting for that part of the business; and
- (b) after that part of the business is completed, the person so nominated must cease to chair the meeting upon the request of the prior chairperson and the prior chairperson is entitled to resume as the chairperson of the meeting.

11.8 **Responsibilities of chairperson**

The chairperson of a Meeting of Members is responsible for the general conduct of the meeting and to ascertain the sense of the meeting concerning the business transacted at it. For these purposes the chairperson of the meeting may, without limitation:

- (a) delay the commencement of the meeting if that person determines it is desirable for the better conduct of the meeting;
- (b) make, vary or rescind rulings;
- (c) prescribe, vary or revoke procedures;
- (d) in addition to other powers to adjourn, adjourn the meeting, or any item of business of the meeting, without the concurrence of the meeting if that person determines it is desirable for the orderly conduct of the meeting or the conduct of a poll; and
- (e) determine conclusively any dispute concerning the admission, validity or rejection of a vote.

11.9 **Adjournment of meeting**

The chairperson of a Meeting of Members at which a quorum is present may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place as the meeting determines.

11.10 **Business at adjourned meeting**

No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice need be given of an adjournment or of the business to be transacted at an adjourned meeting, unless it is adjourned for 30 business days or more, in which event notice of the adjourned meeting must be given.

12. Voting at Meetings of Members

12.1 Entitlement to vote

Subject to this Constitution and the terms of issue of any membership, each natural person who is present at a Meeting of Members may vote if he or she is a Member or a recognised Proxy, attorney or Corporate Representative of a Member.

12.2 Number of votes

Each natural person who is, under article 12.1, entitled to vote has one vote for the membership held by that person and one vote for each membership held by Members for whom the person is the recognised Proxy, attorney or Corporate Representative.

12.3 Voting restrictions

If, to ensure that a resolution on which the Corporations Act requires that particular persons do not cast a vote so that the resolution has a specified effect under the Corporations Act, the notice of a Meeting of Members specifies that in relation to particular business to be considered at that meeting, votes cast by particular persons (whether specified by name or by description of particular classes of persons) are to be disregarded by the Company, the Company must take no account in determining the votes cast on a resolution relating to that business (whether a Special Resolution or an Ordinary Resolution) or for any other purpose, of any vote cast or purported to be cast by or on behalf of any of those persons (in relation to that resolution).

12.4 Attendance of Member suspends the Proxy

If a Member is present at any Meeting of Members in person (or in the case of a body corporate, by its Corporate Representative), the Proxy or attorney of that Member may not exercise the voting rights of the Member while the Member is present.

12.5 Revocation of proxies

A vote given or act done in accordance with the terms of a Proxy Form or power of attorney is valid despite the previous death of the principal, or revocation of the Proxy or power of attorney, provided no intimation in writing of the death or revocation has been received at the Registered Office or by the chairperson of the meeting before the vote is given or act done. Any Proxy may be revoked at any time. The decision of the chairperson as to whether a Proxy has been revoked is final and conclusive.

12.6 Proxy must vote as directed

A recognised Proxy must vote (or abstain if instructed) on behalf of a Member in the manner instructed by the Member on the Proxy Form. If no instruction is given the Proxy may vote, or abstain, as the Proxy sees fit.

12.7 Method of voting

Every resolution put to a vote at a Meeting of Members (except where there is an election of Directors by ballot) must be determined by a poll.

12.8 Conduct of poll

A poll must be taken in such manner and at such time (either at once or after an interval or adjournment or otherwise) as the chairperson of the meeting directs. The result of the poll is the resolution of the meeting at which the poll was taken. A poll on any question of adjournment must be taken at the meeting and without an adjournment. A poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been taken.

12.9 **Resolution in event of a tied poll**

If, on a poll, the votes are equal, the resolution will be taken not to have passed. The chairperson of the meeting does not have a casting vote in addition to the deliberative vote, if any, of the chairperson.

12.10 **Joint members' vote**

Joint membership voting is not permitted.

12.11 **Objections**

No objection may be made as to the validity of any vote except at the meeting or adjourned meeting or poll at which such vote is tendered and every vote not disallowed at any such meeting or poll is treated as valid. In recording votes the latest copy of the Register held in the Registered Office must be adopted and acted on as the voting roll.

12.12 **Ruling on votes**

The chairperson of the meeting is the sole judge of the validity of every vote tendered at the meeting and the determination of the chairperson is final and conclusive.

13. Budget

13.1 **Annual Budget**

For each Financial Year, the Directors must adopt an annual Budget for the forthcoming Financial Year:

- (a) by no later than 30 June; and
- (b) in a form approved by the Board.

13.2 **No adoption of Budget**

Unless the Board otherwise determines, where the Directors have not adopted a Budget by the commencement of the relevant Financial Year, the Company must continue to operate the Business in accordance with the Budget for the previous Financial Year (**Previous Budget**) and the current Business Plan with a 5% increase in the amounts specified in the Previous Budget (as applicable) until adoption of the Budget.

14. Money and Property Received by the Company

All money received by or on behalf of or as a result of the activities of the Company must be applied for the promotion of the Objects.

15. Appointment and Removal of Directors

15.1 Number of Directors

The total number of Directors of the Company at any time shall be no less than four and no greater than six, of whom at least one may be an Executive Director nominated by the Board in accordance with article 15.6.

15.2 Initial Directors

- (a) As at the date of formation of the Company, the initial Directors (**Initial Directors**) will be those persons recorded as such on incorporation of the Company and their appointment and respective initial terms of appointment (**Initial Terms**) will be as ratified and approved at the first meeting or written circular resolutions of the Board following incorporation.
- (b) The Initial Directors will continue in office for the Initial Terms subject to this Constitution.

15.3 Term of Directors

- (a) Subject to articles 15.9, 15.12 and 15.13, each Director (other than the Initial Directors) will be appointed and hold their office for a three year term, after which time each Director's position becomes vacant (**Term**).
- (b) A retiring Director who has served their three year Term is eligible for re-election at the end of their Term, subject to no Director being able to serve and hold office for more than two consecutive Terms.

15.4 Director vacancies

- (a) At the annual general meeting of the Company, any vacancies arising as a result of articles 15.3 and 15.11 will be filled.
- (b) The vacancies to be filled under article 15.4(a) are:
 - (i) any Director appointed by the Directors to fill a casual vacancy; or
 - (ii) any Director whose position has become vacant at the expiration of their 3 year term.
- (c) A retiring Director shall be eligible for re-election and shall act as a Director throughout the meeting (including any adjournment thereof) at which he or she retires. The re-election of the Director or the election of another person to that office (as the case may be) takes effect at the conclusion of the meeting at which the retirement and re-election or election occur.

15.5 Nomination of Directors by Members

- (a) Members are entitled to recommend to the Board a person as a candidate for appointment to the Board, provided in each case that:
 - (i) the person is nominated by a Member and seconded by one other Member;
 - (ii) the nominating Member supplies a brief resume of the nominated person outlining their skills and experience relevant to their nomination;

- (iii) the nomination is in writing and signed by the nominating and seconding Members;
- (iv) the nominated person signs a consent to act as Director in writing; and
- (v) the nomination, the resume and the consent referred to in this article are each delivered to the Secretary not less than six weeks prior to the holding of the annual general meeting.

15.6 **Nomination of Executive Directors by Board**

- (a) The Board may from time to time nominate and endorse to the Members a candidate for appointment to the Board as an Executive Director, provided that in the case:
 - (i) the nomination is in writing and signed by the Board;
 - (ii) the Board supplies a brief resume of the nominated person outlining their skills and experience relevant to their nomination;
 - (iii) the nominated person signs a consent to act as Executive Director in writing; and
 - (iv) the nomination, the resume and the consent referred to in this article are each delivered to the Secretary not less than six weeks prior to the holding of the annual general meeting.

15.7 **Process for Appointment**

- (a) The Secretary shall by written notice circulate a list of all candidates for appointment to the Members with the notice convening the annual general meeting.
- (b) At the annual general meeting, the Members shall consider and, if thought fit, appoint the recommended people to the Board, provided that if the Directors recommend an election for one or more vacancies on the Board, then the notice shall specify the people who shall stand, the number of vacancies and the method of election to be used.
- (c) If there are more nominees than available positions for Director, a ballot of Members will be conducted to determine the appointments (in accordance with any process determined by the Board).

15.8 **Other Roles**

A Director may simultaneously hold any other office or position in the Company in accordance with this Agreement or on terms determined by the Board.

15.9 **Executive Directors**

- (a) Any Executive Director appointed to the Board:
 - (i) is exempt from the Term limits and requirements of articles 15.3; and
 - (ii) may only be removed from their respective offices by the Board in accordance with this Constitution, subject to the provisions of the Corporations Act.

15.10 **Casual appointment**

The Directors may at any time appoint any person as a Director, to fill a casual vacancy. Until that person is re-elected at a Meeting of Members, that Director is a “casual appointee”.

15.11 Retirement of casual appointee

A casual appointee holds office only until the conclusion of the next annual general meeting of Members following his or her appointment by the Directors and is then eligible for re-election. A casual appointee is not taken into account in determining the number of Directors, if any, who are to retire by rotation at such meeting.

15.12 Resignation of Director

Any Director may retire from office by giving notice in writing to the Company of the Director's intention to do so. Such resignation takes effect immediately unless the resignation is stated in the notice to take effect at some future time in which event the resignation takes effect upon the expiration of such time or the date three months from the giving of the notice, whichever is the earlier.

15.13 Vacation of office

In addition to the circumstances in which the office of Director becomes vacant by virtue of the Corporations Act or other provisions of this Constitution, the office of Director (including for the avoidance of doubt, the Executive Director) is vacated if the Director:

- (a) the Term for which the Director is appointed expires;
- (b) the Director becomes insolvent under administration or makes any composition or arrangement with his or her creditors or any class of them;
- (c) is convicted of a criminal offence which is punishable by imprisonment for a period greater than 12 months;
- (d) the Director is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of that interest as required by the Corporations Act;
- (e) becomes mentally incapable or the Director's estate is liable to be dealt with in any way under the law relating to mental health;
- (f) is absent from meetings of Directors for a continuous period of six months without leave of absence from the Directors; and
- (g) ceases to be an employee or officer of a Member (other than in respect of Executive Directors).

15.14 Less than minimum number of Directors

The continuing Directors may act despite any vacancy in their body but if the number falls below the minimum number fixed in accordance with this Constitution, the Directors may act only:

- (a) to appoint Directors up to that minimum number;
- (b) to call a Meeting of Members; or
- (c) in emergencies.

16. Chairperson

16.1 Appointment of Chairperson

The Directors may at any time:

- (a) appoint one or more of their body to be the Chairperson of the Company;
- (b) define, limit and restrict that person's powers;
- (c) fix that person's duties;
- (d) subject to the provisions of any contract between that person and the Company, vary any of the powers so conferred; and
- (e) remove that person from that office and appoint another (or others) in that person's place or places.

16.2 Acting Chairperson

If the Chairperson becomes at any time in any way incapable of acting as such, the Directors may appoint any other Director to act temporarily as the Chairperson.

16.3 Remuneration of Chairperson

- (a) The payment of Chairperson's fees in whatever form is prohibited to a Chairperson's for serving in that capacity, except:
 - (i) for any service rendered to the Company in a professional or technical capacity, where the provision of that service has the prior approval of the Board and is on reasonable commercial terms;
 - (ii) for any reasonable payment in respect of an indemnity, exemption, insurance premium or legal costs in respect of liability incurred in the Director's capacity as an officer of the Company; and
 - (iii) to the extent that the same person who is Chairperson is also appointed as Chief Executive Officer, they may be re-imbursed for their duties as Chief Executive Officer in accordance with article 17.3.

16.4 Expenses of Chairperson

The Chairperson is entitled to be paid all reasonable and properly incurred and documented travelling and other expenses incurred, or to be incurred, by him or her in connection with his or her attendance at meetings of the Board and Meetings of Members, or otherwise in connection with the business of the Company, provided the Directors have approved payment of such expenses before they are incurred.

16.5 Other positions

The Chairperson may simultaneously hold any other office or paid position in the Company (including as Chief Executive Officer) in accordance with this Constitution or on terms determined by the Board.

17. Chief Executive Officer

17.1 Appointment of Chief Executive Officer

The Directors may at any time:

- (a) appoint any person to be the Chief Executive Officer of the Company;
- (b) define, limit and restrict that person's powers;
- (c) fix that person's duties;
- (d) subject to the provisions of any contract between that person and the Company, vary any of the powers so conferred; and
- (e) remove that person from that office and appoint another (or others) in that person's place or places.

17.2 Acting Chief Executive Officer

If the Chief Executive Officer becomes at any time in any way incapable of acting as such, the Directors may appoint any other Director to act temporarily as the Chief Executive Officer.

17.3 Remuneration of Chief Executive Officer

- (a) Subject to the provisions of any agreement entered into between the Company and its Chief Executive Officer from time to time, the Company may pay its Chief Executive Officer a reasonable and proper remuneration on an arm's length basis as determined by the Directors.
- (b) In determining the remuneration of the Chief Executive Officer, the Directors must have regard to the following criteria:
 - (i) the services the Chief Executive Officer is to provide to the Company; and
 - (ii) the current market levels of remuneration paid to chief executive officers of comparable organisations.

17.4 Expenses of Chief Executive Officer

The Chief Executive Officer is entitled to be paid all reasonable and properly incurred and documented travelling and other expenses incurred, or to be incurred, by him or her in connection with his or her attendance at meetings of the Board and Meetings of Members, or otherwise in connection with the business of the Company, provided the Directors have approved payment of such expenses before they are incurred.

17.5 Other positions

The Chief Executive Officer may simultaneously hold any other office or paid position in the Company (including as Chairperson) in accordance with this Constitution or on terms determined by the Board.

18. Remuneration of Directors

18.1 Remuneration Conditions

Articles 18.2 and 18.3 are to be read subject to the conditions (if any) of any government office or authority imposed on the Company upon granting:

- (a) an income tax, federal taxation or duty exemption or reduction;
- (b) confirmation of status as being eligible to receive tax deductible donations;
- (c) a stamp duty or state taxation or duty exemption or reduction; and
- (d) an authority to fund raise or approach the public for the purposes of soliciting a donation to the Company.

If there is any conflict with the terms of articles 18.2 or 18.3 and the conditions imposed by any government office or authority the terms of those conditions will prevail to the extent of any inconsistency.

18.2 Directors' Fees

The payment of directors' fees in whatever form is prohibited to Directors for serving in that capacity, except:

- (a) for any service rendered to the Company in a professional or technical capacity, where the provision of that service has the prior approval of the Board and is on reasonable commercial terms; and
- (b) for any reasonable payment in respect of an indemnity, exemption, insurance premium or legal costs in respect of liability incurred in the Director's capacity as an officer of the Company.

18.3 Expenses of Directors

Each Director is entitled to be paid all reasonable and properly incurred and documented travelling and other expenses incurred, or to be incurred, by him or her in connection with his or her attendance at meetings of the Board and Meetings of Members or otherwise in connection with the business of the Company if the Directors have approved payment of all travelling and other expenses before they are incurred.

19. Proceedings of Directors

19.1 Mode of meeting

The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they see fit. The Directors may conduct their meetings by telephone or other form of electronic communication without a Director being in the physical presence of another Director or other Directors.

19.2 Quorum

A quorum for a meeting of the Directors is any four Directors.

19.3 Chairperson calling a meeting

The Chairperson of the Company may at any time call a meeting of the Directors to be held at such time and place as the Chairperson chooses and such meeting is not invalidated by reason only of lack of convenience if a quorum of Directors forms.

19.4 **Secretary calling a meeting**

The Secretary, upon the request of any other Director, must call a meeting of the Directors to be held at such time and place as is convenient to the Directors.

19.5 **Notice of meeting**

Notice of each meeting of the Directors:

- (a) may be given by such means as is convenient, including by telephone or electronic transmission;
- (b) must be given to all eligible Directors; and
- (c) must be issued to all eligible Directors at least five days prior to the meeting.

19.6 **Recipients of notice**

For the purposes of article 19.5:

- (a) the “eligible Directors” are all Directors for the time being but excluding, first, those who have given leave of absence, and second, those who in the belief of the person calling the meeting are absent from Australia;
- (b) the accidental omission to give notice of any meeting of the Directors to, or the non-receipt of any such notice by, a person entitled to receive that notice does not invalidate the calling of the meeting or any resolution passed at any such meeting.

19.7 **Appointment of chairperson**

The directors may elect a chairperson to chair meetings of the Directors. The Directors may determine the period for which the Director is to be the chair. Such person is entitled to use the title “Chair” or “Chairperson”. If the chairperson is not present within 15 minutes of the time appointed for holding the meeting, subject to the article 19.8, the Directors present must choose one of their number to be chairperson of such meeting.

19.8 **Votes of Directors**

Questions arising at any meeting of the Directors must be decided by a majority of votes cast and each Director has one vote. If there is an equality of votes, then the resolution or motion will be taken not to have passed and the chairperson will not have a casting vote

19.9 **Circular resolution of Directors**

If all of the eligible Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms is treated as having been passed at a meeting of the Directors held on the day on which the document was signed or, if the Directors sign the documents on different days, on the day on which the document was last signed by a Director thereby constituting all of the eligible Directors unless the document, by its terms, is said to take effect from an earlier date.

19.10 **Signing of circular resolution**

For the purposes of article 19.9:

- (a) the “eligible Directors” are all Directors for the time being but excluding, first, those who, at a meeting of Directors, would not be entitled to vote on the resolution and, second, those then outside Australia;
- (b) each Director, other than one not entitled to vote on the resolution, may sign the document;
- (c) if a person who is not entitled to vote on the resolution signs the document, it does not invalidate the resolution if it is otherwise valid;
- (d) an electronic transmission purporting to be signed by a Director is treated as being signed in writing by such person; and
- (e) two or more separate documents containing statements in identical terms each of which is signed by one or more Directors are together treated as constituting one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.

19.11 **Deemed minute**

The document or documents referred to articles 19.9 and 19.10 are treated as constituting a minute of that meeting and must be entered in books kept for that purpose.

19.12 **Validity of acts of Directors**

All acts done at any meeting of the Directors or of eligible Directors or other persons or by any person acting as a Director or any person purporting to act as an attorney under power of the Company are, despite the fact that later it is discovered that there was some defect in the appointment or continuance in office of such Director, person or attorney so acting or that they or any of them were disqualified or were not entitled to vote, as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or attorney and was entitled to vote.

20. Director’s Contracts with Company

20.1 Director’s contracts and conflicts of interest

In relation to Directors’ contracts and conflicts of interest:

- (a) despite any rule of the Corporations Act or equity to the contrary, no Director is disqualified by that office from contracting with or holding any other office under the Company;

- (b) any such contract, or any contract entered into by or on behalf of the Company in which any Director is in any way interested, is not avoided;
- (c) any Director so contracting or being so interested is not liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relationship thereby established;
- (d) the nature of the Director's interests must be disclosed by that Director at the meeting of the Directors at which the contract is determined on if that interest then exists and has not been disclosed or in any other case at the first meeting of the Directors after the acquisition of those interests; and
- (e) a Director may not vote in that capacity in respect of any contract or arrangements in which the Director is interested but may be counted, for the purpose of any resolution regarding it, in the quorum present at the meeting and may, despite that interest, participate in the execution of any instrument by or on behalf of the Company and whether through signing or sealing it or otherwise.

20.2 Requirement to leave the meeting

Despite anything in article 20.1, a Director's entitlement to vote, or be present, at a meeting of the Directors of any Director who has a material personal interest in a matter that is being considered at the meeting is restricted in accordance with section 195 of the Corporations Act as it may apply from time to time to the Company.

20.3 Notice of interest

A general notice given to the Directors by any Director to the effect that he or she is an officer or a Member of, or interested in, any specified firm or body corporate and is to be regarded as interested in all transactions with such firm or body is sufficient disclosure as required by the Corporations Act as regards such Director and those transactions. After such general notice, it is not necessary for such Director to give any special notice relating to any transaction with such firm or body.

20.4 Office in another company

A Director of the Company may be, or may become, an executive member or other officer of, or otherwise interested in, any body corporate promoted by the Company or in which the Company may be interested, or which holds any membership in the Company. No such Director is accountable to the Company for any remuneration or other benefits received by him or her as an executive member or officer of, or from his or her interest in, such body corporate. The Directors may exercise the voting power conferred by the shares or owned by the Company, or exercisable by them as executive members of such other body corporate in such manner as they think fit. This includes the exercise of that voting power in favour of any resolution appointing themselves, or any of them as executive members or other officers of such body corporate. Any Director may vote in favour of the exercise of such voting power in that manner despite the fact that he or she may be, or be about to be, appointed an executive member or other officer of such corporation and as such is, or may become, interested in the exercise of such voting power in that manner.

21. Powers and Duties of Directors

21.1 Powers generally

Subject to the Corporations Act and to any other provisions of this Constitution, the management and control of the Company and of the business and affairs of the Company is vested in the Directors who may exercise all such powers of the Company and do all such acts or things as are not by this Constitution or by the Corporations Act expressly required to be exercised or done by a Meeting of Members. No provision adopted by resolution passed by a Meeting of Members invalidates any prior act of the Directors which would have been valid if that provision or resolution had not been adopted or passed.

21.2 Borrowing

The Directors have the power to raise or borrow any sum of money not exceeding \$20,000.00 or such other sum of money determined at each annual general meeting and to secure the payment or repayment of such moneys and any other obligation or liability of the Company in such manner and on such terms in all respects as they think fit. This includes upon the security of any mortgage or by the issue of debentures or debenture stock of the Company charged upon all or any of the property of the Company (both present and future) including its goodwill and undertaking for the time being or upon bills of exchange, promissory notes or other obligations or otherwise.

21.3 Security

Without limiting the generality of article 21.2, the Directors have the power to make such loans to, and to provide such guarantees and security for obligations undertaken by, Directors of the Company as may be permitted by the Corporations Act or by resolution of the Company in accordance with the Corporations Act.

21.4 Execution of negotiable instruments

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

21.5 Appointment of attorney

The Directors may at any time, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit. Any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers authorities and discretions vested in the attorney.

21.6 Delegation

The Directors may at any time confer upon any Director, or such other person as they may select, such of the powers exercisable under this Constitution by the Directors as they may think fit for such time and to be exercised for such objects and purposes and upon such terms and with such restrictions as they think expedient. They may confer such powers whether collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Directors in that respect. They may at any time revoke, withdraw, alter or vary all or any of such powers.

21.7 Validity of acts

Despite anything contained in this Constitution, if it is found that some formality required by this Constitution to be done has been inadvertently omitted or has not been carried out, such omission does not invalidate any resolution, act, matter or thing which but for such omission would have been valid unless it is proved to the satisfaction of the Directors or a majority of them that such omission has directly prejudiced any Member financially. The decision of the Directors is conclusive and final and binds all Members.

22. Sub-Committees

22.1 Delegation to sub-committee

The Directors may:

- (a) delegate any of their powers to sub-committees consisting of such one or more persons, whether committee members or not, as they think fit; and
- (b) establish advisory committees (or other committees not having delegated power of committee members) consisting of such person or persons as they think fit;

22.2 Sub-Committee powers

Any sub-committee so formed or person or persons so appointed must, in the exercise of the powers so delegated, or functions entrusted, conform to any regulations that may at any time be imposed by the Directors including, without limitation, any restriction on the expenditure of a sub-committee.

22.3 Sub-Committee meetings

The meetings and proceedings of any sub-committee consisting of two or more persons are governed by the provisions in this Constitution for regulating the meetings and proceedings of the Directors so far as they are capable of application and not affected by any resolution or regulation made by the sub-committee members under article 22.2.

22.4 Sub-Committee members as officers

Each person appointed to a sub-committee under article 22.1(a), if not otherwise an officer of the Company, is when exercising the powers so delegated or functions entrusted, an officer of the Company.

23. Secretary

23.1 Appointment of Secretary

The Directors may appoint a Secretary to the Company on such terms as they consider expedient. The Secretary of the Company may not be a Director.

23.2 Minutes as Evidence

Any minutes of a Meeting of Members or of the Directors, if purporting to be signed by the Secretary, the Chairperson or any person purporting to be either the chairperson of such meeting, or the chairperson of the next succeeding meeting, must be received in evidence without any further proof as sufficient evidence that the matters and things recorded by or appearing in such minutes actually took place or happened as recorded or appearing and of the regularity of those things in all respects and that the same took place at a meeting duly called and held.

24. Notices

24.1 Service of notices

Where this Constitution, the Corporations Act or other legislation requires or permits a document to be served on, given, sent or dispatched to, any person, whether any such expression or any other expression is used (in this paragraph referred to as **Served**), the document may be Served on the person:

- (a) by delivering it to the person personally;
- (b) by dispatching it, whether by post, contractor, agent, electronic means or otherwise, to the address of the place of residence or business of the person last known to the person serving the document or, in the case of a Member, to the address of the Member entered in the Register and the document, by such dispatch, is regarded as left at that address; or
- (c) subject to the Corporations Act, by publication in a newspaper circulating generally in the State in which the Registered Office is located.

24.2 Date of deemed service

A document Served under article 24.1 is treated as having been duly Served, irrespective of whether it is actually received:

- (a) where article 24.1(b) applies - on the day following the day when dispatch occurred; and
- (b) where article 24.1(c) applies - on the day the newspaper is first published.

24.3 Overseas Members

It is not necessary to give a notice to any Member where that Member's address in the Register is outside Australia. Such a Member may give notice to the Company specifying an address within Australia which is to be treated as the address of the Member for the giving of notices. Where the Company proposes to send a notice to a Member by pre-paid post and the notice is to be sent outside Australia, the Company must send the notice by airmail.

24.4 Counting of days

Subject to the Corporations Act, where a specified number of days' notice or notice extending over any period is required to be given, both the day of service and the day upon which such notice will expire are included in such number of days or other period.

24.5 Service on Company or its officers

Every document required to be Served upon the Company or upon any officer of the Company may be served by leaving it at the Registered Office.

24.6 **Signature**

The signature to any document to be given by the Company may be written, printed or stamped.

25. Indemnity

25.1 **Indemnity for officers**

The Company will indemnify any current or former Director, Secretary or executive officer of the Company, or of a Related Body Corporate of the Company, out of the property of the Company against:

- (a) any liability incurred by the person in that capacity (except a liability for legal costs);
- (b) legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity; and
- (c) legal costs incurred in good faith in obtaining legal advice on issues relevant to the performance of their functions and discharge of their duties as an officer of the Company, or of a Subsidiary of the Company, if that expenditure has been approved in accordance with the Company's policy,

except to the extent that:

- (d) the Company is forbidden by law to indemnify the person against the liability or legal costs; or
- (e) an indemnity by the Company of the person against the liability or legal costs, if given, would be made void by law.

25.2 **Insurance**

- (a) The Company may pay, or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is, or has been, a Director, Secretary or executive officer of the Company, or of a Related Body Corporate of the Company, against any liability incurred by the person in that capacity, including a liability for legal costs, unless:
 - (i) the Company is forbidden by law to pay, or agree to pay, the premium; or
 - (ii) the contract would, if the Company paid the premium, be made void by law.
- (b) Any such premium paid by the Company in relation to a Director will not be regarded as remuneration paid or payable to that Director.

Signing page

I, the undersigned, agree:

- (a) to become a Member of the Company; and
- (b) to be bound by the terms of this Constitution.

Member name	ABN	Executed on behalf of the Member by two Directors or a Director and Secretary in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth)	
Akuo Energy Pacific Pty Ltd	47 614 841 833	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Ararat Wind Farm Pty Ltd	86 158 062 358	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Baywa R.E. Projects Australia Pty Ltd	51 606 343 757	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
BlackRock Investment Management (Australia) Limited	13 006 165 975	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory

Member name	ABN	Executed on behalf of the Member by two Directors or a Director and Secretary in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth)	
Canadian Solar (Australia) Pty Limited	61 149 125 020	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Impact Investment Group Pty Ltd	54 139 328 108	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Infrared Capital Partners (Australia) Pty Limited	31 160 057 956	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Infrastructure Capital Group Limited	85 094 815 513	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Laing Investments Management Services (Australia) Limited	19 149 294 655	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory

Member name	ABN	Executed on behalf of the Member by two Directors or a Director and Secretary in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth)	
Lighthouse Infrastructure Management Limited	81 123 206 324	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Macquarie Corporate Holdings Pty Limited	54 096 705 109	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Neoen Australia Pty. Ltd.	57 160 905 706	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Northleaf Capital Partners (Australia) Pty Ltd	14 626 251 787	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory

Member name	ABN	Executed on behalf of the Member by two Directors or a Director and Secretary in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth)	
RWE Renewables Australia Pty Ltd	72 626 156 894	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Squadron Energy Pty Ltd	13 615 221 559	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Total Eren Australia Pty Ltd	16 617 965 081	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory
Windlab Pty Ltd	26 104 461 958	Signature of Director	Signature of Director/Secretary (delete whichever does not apply)
		Print full name of signatory	Print full name of signatory